



CALL NO. 103

CONTRACT ID. 181239

SCOTT COUNTY

FED/STATE PROJECT NUMBER STP 4601 (048)

DESCRIPTION GEORGETOWN NORTHWEST BYPASS (US 460)

WORK TYPE GRADE & DRAIN AND PAVEMENT ALTERNATES

PRIMARY COMPLETION DATE 5/28/2021

LETTING DATE: December 07,2018

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN STANDARD TIME December 07,2018. Bids will be publicly announced at 10:00 AM EASTERN STANDARD TIME.

PLANS AVAILABLE FOR THIS PROJECT.

DBE CERTIFICATION REQUIRED - 7%

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

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PART I
SCOPE OF WORK

ADMINISTRATIVE DISTRICT - 07

CONTRACT ID - 181239

STP 4601 (048)

COUNTY - SCOTT

PCN - DE10504601839

STP 4601 (048)

GEORGETOWN NORTHWEST BYPASS (US 460) GEORGETOWN NORTHWEST BYPASS: IMPROVE
CONNECTIVITY & MOBILITY AROUND GEORGETOWN FROM KY 32 TO I-75, A DISTANCE OF 05.05 MILES.GRADE
& DRAIN AND PAVEMENT ALTERNATES SYP NO. 07-00102.50.

GEOGRAPHIC COORDINATES LATITUDE 38:16:25.00 LONGITUDE 84:35:38.00

COMPLETION DATE(S):

COMPLETED BY 11/27/2020

COMPLETED BY 05/28/2021

APPLIES TO ROAD OPEN TO
TRAFFIC

APPLIES TO ENTIRE CONTRACT

CONTRACT NOTES

PROPOSAL ADDENDA

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

BID SUBMITTAL

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

JOINT VENTURE BIDDING

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

UNDERGROUND FACILITY DAMAGE PROTECTION

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

REGISTRATION WITH THE SECRETARY OF STATE BY A FOREIGN ENTITY

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

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

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

SPECIAL NOTE FOR PROJECT QUESTIONS DURING ADVERTISEMENT

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

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

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

HARDWOOD REMOVAL RESTRICTIONS

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

INSTRUCTIONS FOR EXCESS MATERIAL SITES AND BORROW SITES

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

ACCESS TO RECORDS

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

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

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

April 30, 2018

FEDERAL CONTRACT NOTES

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

102.02 Current Capacity Rating 102.10 Delivery of Proposals
102.8 Irregular Proposals 102.14 Disqualification of Bidders
102.9 Proposal Guaranty

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 will not be considered for award by the Cabinet and they will be returned to the bidder.

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

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

DBE PARTICIPATION PLAN

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

The DBE Participation Plan shall include the following:

- 1 Name and address of DBE Subcontractor(s) and/or supplier(s) intended to be used in the proposed project;
- 2 Description of the work each is to perform including the work item , unit, quantity, unit price and total amount of the work to be performed by the individual DBE. The Project Code Number (PCN), 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, the DBE's certificate of insurance, and an affidavit for bidders, offerors, and contractors from the DBE to the Division of Construction Procurement. The affidavit can be found on the Construction Procurement website. If the DBE is a supplier of materials for the project, a signed purchase order and an affidavit for bidders, offerors, and contractors must be submitted to the Division of Construction Procurement.

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

CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS

If the DBE participation submitted in the bid by the apparent lowest responsive bidder does not meet or exceed the DBE contract goal, the apparent lowest responsive bidder must submit a Good Faith Effort Package to satisfy the Cabinet that sufficient good faith efforts were made to meet the contract goals prior to submission of the bid. Efforts to increase the goal after bid submission will not be considered in justifying the good faith effort, unless the contractor can show that the proposed DBE was solicited prior to the letting date. DBEs utilized in achieving the DBE goal must be certified and prequalified for the work items at the time the bid is submitted. One complete set and nine (9) copies of this information must be received in the office of the Division of Contract Procurement no later than 12:00 noon of the tenth calendar day after receipt of notification that they are the apparent low bidder.

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

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

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

FAILURE TO MEET GOOD FAITH REQUIREMENT

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

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

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

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

SANCTIONS FOR FAILURE TO MEET DBE REQUIREMENTS OF THE PROJECT

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

- 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 signed and notarized affidavit (TC 18-7) and copies of checks for any monies paid to each DBE subcontractor or supplier utilized to meet a DBE goal. **These documents must be submitted within 10 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.

The Prime Contractor should supply the payment information at the time the DBE is compensated for their work. Form to use is located at:

<http://transportation.ky.gov/Construction/Pages/Subcontracts.aspx>

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 is Melvin Bynes and the telephone number is (502) 564-3601.

Photocopied payments and completed, signed and notarized affidavit must be submitted by the Prime Contractor to: Office of Civil Rights and Small Business Development
6th Floor West 200 Mero Street
Frankfort, KY 40622

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.

1/27/2017

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

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

SECTION 7 is expanded by the following new Article:

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

Pursuant to Title 46CFR Part 381, the Contractor agrees

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

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

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

ASPHALT MIXTURE

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

INCIDENTAL SURFACING

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

JPC RIDE QUALITY

The Department will apply JPC Ride Quality requirements on this project in accordance with Section 501.03.19(B).

ASPHALT PAVEMENT RIDE QUALITY CATEGORY A

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

OPTION A

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

MATERIAL TRANSFER VEHICLE (MTV)

Provide and use a MTV in accordance with Sections 403.02.10 and 403.03.05.

PREAPPROVED UTILITY CONTRACTORS

The Preapproved Utility Contractors that must be used on this project will be listed under the General Utility Notes.

7-102.50
GEORGETOWN NW BYPASS
SPECIAL NOTE
FOR
COMPLETION DATE

Project Fixed Completion Date

This project shall have a fixed completion date of **May 28, 2021** for the completion of all work associated with this project. There will be a milestone completion date of **November 27, 2020** for opening to traffic. Liquidated damages for not meeting the milestone date or fixed completion date shall be assessed according to Section 108 of the 2012 Kentucky Standard Specifications for Road and Bridge Construction. Contrary to Section 108 of the 2012 Kentucky Standard Specifications for Road and Bridge Construction, contract extensions associated with this project may only be adjusted at the discretion of the Engineer.

SPECIAL NOTE

**For Building Removal
Scott County
Georgetown Northwest Bypass
Item No. 07-102.5**

The Contractor shall remove the following list of improvements including the inspection of and any asbestos that may be present. This work will be incidental to the bid item of Clearing and Grubbing.

- 1 Story brick residence, left approximate Mainline Station 315+00 (Parcel 11)
- 1 wood barn approximately 33.33 feet left of Mainline Station 317+50 (Parcel 11)
- 1 wood barn approximately 67 feet right of Mainline Station 318+00 (Parcel 11)

Georgetown NW Bypass, Scott County
Item Number: 7-102.50

SPECIAL NOTE

ALTERNATE PAVEMENT BID ADJUSTMENT

This project includes alternate bidding for asphalt or concrete pavement. There are specific items listed for each pavement type to be bid with the alternate selected by the Contractor. There is also a line item in the alternate categories for each alternate to adjust for the projected out-year life-cycle costs to the Cabinet. These line item adjustments are as follows:

Asphalt Pavement Adjustment = **\$551,834**

Concrete Pavement Adjustment = **\$411,274**

The amount reflective of the pavement type selected by each contractor will be added to their respective bid for comparison of the low bid. The adjustment ***shall be used only for determination of the lowest bidder and shall not be used to determine the final payment*** to the contractor when the project is completed.

Please note that these adjustments should not be used for the calculation of the maximum Mobilization amount and are not required to be included in the minimum Demobilization amount.

Proposal Guaranty

As a supplement to Section 102 of the Standard Specifications, it will not be necessary for the Proposal Guaranty to include an amount necessary to cover the amount of the bid adjustment.

**RECOMMENDATION FOR PICKUP OF ITEMS TO BE INSTALLED
 ON TRAFFIC SIGNALS/LIGHTING**

Item Number: 7-102.50

County: SCOTT

Description: NEW BYPASS/KY 620 @ US 25 SIGNAL

Cabinets	Master code	
1	T-01-0020	Base Mounted 332 Cabinet
1	T-01-0105	ATC Controller
1	T-01-0106	1C w/Maxtime (this should go with item ATC controller)
1	T-01-0501	Conflict Monitor, Model 2018
12	T-01-0600	Loop Detector, Model 222
8	T-01-0700	Load Switches

Signals		
12	T-02-0009	Siemens 3 Section Signal
12	T-02-0032	Siemen 3 section backplate
4	T-02-0300	LED Module 12" red arrow
8	T-02-0310	LED Module 12" yellow arrow
8	T-02-0330	LED Module 12" red ball
8	T-02-0340	LED Module 12" yellow ball
8	T-02-0350	LED Module 12" green ball

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

Poles		
1	T-04-0030	Steel Strain Pole 32 foot
2	T-04-0040	Steel Strain Pole 34 foot
1	T-04-0051	Steel Strain Pole 36 foot

Electrical Contractor Name _____
 Electrical Contractor Supervisor _____ Contact number for Supervisor _____
 Project Engineer _____ Contact number for Project Engineer _____
 Project Engineer attests that the mentioned contractor is the actual electrical contractor on this project
 Signature of Project Engineer or Designee _____

SPECIAL NOTE FOR INTELLIGENT COMPACTION OF ASPHALT MIXTURES

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

1.0 DESCRIPTION. Provide and use Intelligent Compaction (IC) Rollers for compaction of all asphalt mixtures.

2.0 MATERIALS AND EQUIPMENT. In addition to the equipment specified in Subsection 403.02, a minimum of one (1) IC roller is to be used on the project at all times, two (2) IC rollers will be required when the paving train consists of three (3) or more rollers. The Contractor is to only the IC roller(s) for compaction as the breakdown and/or intermediate roller(s). All IC rollers will meet the following minimum characteristics:

- 1) Are self propelled double-drum vibratory rollers equipped with accelerometers mounted in or about the drum to measure the interactions between the rollers and compacted materials in order to evaluate the applied compactive effort. The IC rollers must have the approval of the Engineer prior to use. Examples of rollers equipped with IC technology can be found at www.IntelligentCompaction.com.
- 2) Are equipped with non-contact temperature sensors for measuring pavement surface temperatures.
- 3) The output from the roller is designated as the IC-MV which represents the stiffness of the materials based on the vibration of the roller drums and the resulting response from the underlying materials.
- 4) Are equipped with integrated on-board documentation systems that are capable of displaying real-time color-coded maps of IC measurement values including the stiffness response values, location of the roller, number of roller passes, machine settings, together with the material temperature, speed and the frequency and amplitude of roller drums. Ensure the display unit is capable of transferring the data by means of a cloud based near real time system with a USB port backup data transfer.
- 5) Are equipped with a mounted Global Positioning System GPS radio and receiver either a Real Time Kinematic (RTK-GPS) or Global Navigational Satellite System (GNSS) units that monitor the location and track the number of passes of the rollers. Accuracy of the positioning system is to be a minimum of 12 inches.

3.0 WORK PLAN. Submit to the Engineer an IC Work Plan at the Preconstruction Conference and at least 2 weeks prior to the beginning construction. Describe in the work plan the following:

1. Compaction equipment to be used including:

- Vendor(s)
- Roller model(s),
- Roller dimensions and weights,
- Description of IC measurement system,
- GPS capabilities,
- Documentation system,
- Temperature measurement system, and
- Software.

2. Roller data collection methods including sampling rates and intervals and data file types.

3. Transfer of data to the Engineer including method, timing, and personnel responsible. **Data transfer shall be provided by a real time cloud data collecting and distribution system (ex. Visionlink). The Contractor will provide the Cabinet with any vendor specific software, user id, passwords, etc. needed to access the data through this service, cost of this access is incidental to the IC bid item.**

4. Training plan and schedule for roller operators, project foreman, project surveyors, and Cabinet personnel; including both classroom and field training. Training should be conducted at least 1 week before beginning IC

construction. The training is to be performed by a qualified representative(s) from the IC Roller manufacture(s) to be used on the project. This training shall include how to access and use the data from the cloud data source.

4.0 CONSTRUCTION. Do not begin work until the Engineer has approved the IC submittals and the IC equipment.

Follow requirements established in Section 400 for production and placement, materials, equipment, acceptance plans and adjustments except as noted or modified in this Specification. Provide the Engineer at least one day's notice prior to beginning construction or prior to resuming production if operations have been temporarily suspended. Ensure paving equipment complies with all requirements specified in Section 400. The IC roller temperatures will be evaluated by the Department with the data from a Paver Mounted Infrared Temperature Gauge.

A. Pre-Construction Test Section(s) Requirements

1. Prior to the start of production, ensure the proper setup of the GPS, IC roller(s) and the rover(s) by conducting joint GPS correlation and verification testing between the Contractor, GPS representative and IC roller manufacturer using the same datum.

1. Ensure GPS correlation and verification testing includes the following minimum processes:

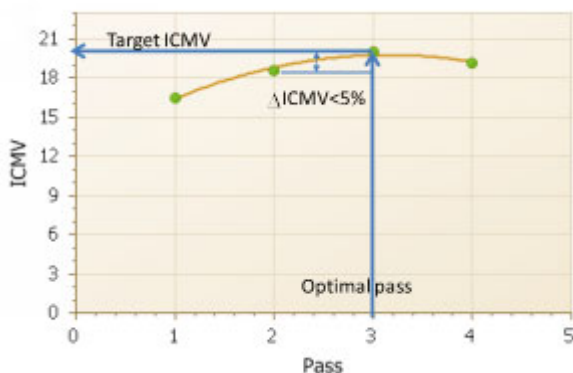
- a. Establish the GPS system to be used either one with a base station or one with mobile receivers only. Ensure all components in the system are set to the correct coordinate system; then,
 - b. Verify that the roller and rover are working properly and that there is a connection with the base station; then,
 - c. Record the coordinates of the two edges where the front drum of the roller is in contact with the ground from the on-board, color-coded display; then,
 - d. Mark the locations of the roller drum edges and move the roller, and place the mobile receiver at each mark and record the readings; then,
2. Compare coordinates between the roller and rover receivers. If the coordinates are within 12.0 in. of each other, the comparison is acceptable. If the coordinates are not within 12.0 in., diagnose and perform necessary corrections and repeat the above steps until verification is acceptable.
3. Do not begin work until acceptable GPS correlation and verification has been obtained.
4. The Contractor and the Department should conduct random GPS verification testing during production to ensure data locations are accurate. The recommended rate is once per day with a requirement of at least once per week.
5. All acceptance testing shall be as outlined in Standard Specifications section 400.

B. Construction Test Section(s) Requirements

Construct test section(s) at location(s) agreed on by the Contractor and the Engineer within the project limits. The test section is required to determine a compaction curve of the asphalt mixtures in relationship to number of roller passes and to the stiffness of mixture while meeting the Department in-place compaction requirements. All rollers and the respective number of passes for each is to be determined via control strip each time a material change, equipment change or when the Engineer deems necessary.

Conduct test section(s) on every lift and every asphalt mixture. Ensure test section quantities of 500 to 1,000 tons of mainline mixtures. Operate IC rollers in the low to medium amplitude range and at the same settings (speed, frequency) throughout the section while minimizing overlapping of the roller, **the settings are to be used throughout the project with no changes.** After each roller pass, the qualified technician from the contractor observed by the Department will use a nondestructive nuclear gauge that has been calibrated to the mixture to estimate the density of the asphalt at 10 locations uniformly spaced throughout the test section within the width of a single roller pass. The density readings and the number

of roller passes needed to achieve the specified compaction will be recorded. The estimated target density will be the peak of the average of the nondestructive readings within the desired compaction temperature range for the mixture. The IC roller data in conjunction with the Veda software will create an IC compaction curve for the mixture. The target IC-MV is the point when the increase in the IC-MV of the material between passes is less than 5 percent on the compaction curve. The IC compaction curve is defined as the relationship between the IC-MV and the roller passes. A compaction curve example is as follows:



Subsequent to the determination of the target IC-MV, compact an adjoining > 250 < 500 tons section using same roller settings and the number of estimated roller passes and allow the Department to verify the compaction with the same calibrated nondestructive nuclear gauge following the final roller pass. **The Department will obtain density readings at 10 locations (No cores for calibration are to be taken in the surface layer, use non-destructive density results only!!)** uniformly spaced throughout the test section within the width of the single roller. Obtain GPS measurement of the core locations with a GPS rover. Use the Veda software to perform least square linear regression between the core data and IC-MV in order to correlate the production IC-MV values to the Department specified in-place air voids. A sample linear regression curve example is as follows.



C. Construction Requirements

Use the IC roller on all lifts and types of asphalt within the limits of the project, with the exception of asphalt drainage blanket.

Ensure the optimal number of roller passes determined from the test sections has been applied to a minimum coverage of 80% of the individual IC Construction area. Ensure a minimum of 75% of the individual IC Construction area meets the target IC-MV values determined from the test sections.

Do not continue paving operations if IC Construction areas not meeting the IC criteria are produced until they have been investigated by the Department. Obtain the Engineer's approval to resume paving operations. Non-IC rollers are allowed to be used as the third roller on the project; one of the breakdown or the finish rollers is to be equipped with IC technology.

IC Construction areas are defined as subsections of the project being worked continuously by the Contractor. The magnitude of the IC Construction areas may vary with production but must be at least 750 tons per mixture for evaluation. Partial IC Construction areas of < 750 tons will be included in the previous area evaluation. IC Construction areas may extend over multiple days depending on the operations.

The IC Construction Operations Criteria does not affect the Department's acceptance processes for the materials or construction operations

5.0 MEASUREMENT. The Department will measure the total tons of asphalt mixtures compacted using the IC roller(s). Compaction is to be performed by a minimum of one (1) IC roller for a two (2) roller operation and a minimum of two (2) IC rollers when three (3) or more rollers are used for compaction. Material compacted by rollers not equipped with properly functioning IC equipment will not be accepted for payment of the bid item asphalt mixtures IC rolled. Use of non-IC rollers can be accepted on small areas due to equipment malfunctions at the written approval of the Engineer. Paving operations should be suspended for equipment malfunctions that will extend over three days of operation.

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

1. Payment is full compensation for all work associated with providing IC equipped rollers, transmission of electronic data files, two copies of IC roller manufacturer software, and training.
2. Delays due to GPS satellite reception of signals to operate the IC equipment or IC roller breakdowns will not be considered justification for contract modifications or contract extensions.

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
24781EC	Intelligent Compaction for Asphalt	TON

SPECIAL NOTE FOR INTELLIGENT COMPACTION OF AGGREGATE BASES AND SOILS

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

1.0 DESCRIPTION. Provide and use Intelligent Compaction (IC) Rollers for compaction of Aggregate bases, stabilized subgrades, soil, and soil rock mixtures.

2.0 MATERIALS AND EQUIPMENT. The Contractor shall supply sufficient numbers of rollers and other associated equipment necessary to complete the compaction requirements for the specific materials. The Contractor will determine the number of IC rollers to use depending on the scope of the project. The IC roller(s) may be utilized during production with other standard compaction equipment and shall be used for the evaluation of the compaction operations. Provide at least one (1) roller to be used on the project with the following minimum characteristics:

- 1) Are self propelled vibratory rollers equipped with machine drive power and/or accelerometers mounted in or about the drum to measure the interactions between the rollers and compacted materials in order to evaluate the applied Compactive effort. www.IntelligentCompaction.com contains a list of acceptable rollers equipped with IC technology.
- 2) IC rollers can be either smooth drums or pad footed drums based on the type needed for the aggregate base or soil types to compact.
- 3) The output from the roller is designated as the IC-MV which represents the stiffness of the materials based on the vibration of the roller drums and the resulting response from the underlying materials, or the machine drive power value.
- 4) Are equipped with integrated on-board documentation systems that are capable of displaying real-time color-coded maps of IC measurement values including the stiffness response values, location of the roller, number of roller passes, machine settings, together with the speed, the frequency and amplitude of roller drums. Ensure the display unit is capable of transferring the data by means of a cloud based near real time system with a USB port backup data transfer.
- 5) Are equipped with a mounted Global Positioning System GPS radio and receiver either a Real Time Kinematic (RTK-GPS) or Global Navigational Satellite System (GNSS) units that monitor the location and track the number of passes of the rollers. Accuracy of the positioning system must be within 12 inches.

3.0 WORK PLAN. Submit to the Engineer an IC Work Plan at the Preconstruction Conference and/or at least 2 weeks prior to beginning the corresponding construction activities. Describe in the work plan the following:

1. Compaction equipment to be used including:
 - Vendor(s)

- Roller model(s),
- Roller dimensions and weights,
- Description of IC measurement system,
- GPS capabilities,
- Documentation system,
- Software.

2. Roller data collection methods including sampling rates and intervals and data file types.

3. Transfer of data to the Engineer including method, timing, and personnel responsible. **Data transfer shall be provided by a real time cloud data collecting and distribution system (ex. Visionlink). The Contractor will provide the Cabinet with any vendor specific software, user id, passwords, etc. needed to access the data through this service, cost of this access is incidental to the IC bid item(s).**

4. Training plan and schedule for roller operators, project foreman, project surveyors, and Cabinet personnel; including both classroom and field training from the equipment manufacturer. Training should be conducted at least 1 week before beginning IC construction. The training is to be performed by a qualified representative(s) from the IC Roller manufacture(s) to be used on the project.

4.0 CONSTRUCTION. Prior to the start of production, ensure the proper setup of the GPS, IC roller(s) and the rover(s) by conducting joint GPS correlation and verification testing between the Contractor, GPS representative and IC roller manufacturer using the same datum. Use the project datum system (Northing, Easting and Elevation) when applicable.

1. Ensure GPS correlation and verification testing includes the following minimum processes:
 - a. Establish the GPS system to be used either one with a base station or one with mobile receivers only. Ensure all components in the system are set to the correct coordinate system; then,
 - b. Verify that the roller and rover are working properly and that there is a connection with the base station; then,
 - c. Record the coordinates of the two edges where the front drum of the roller is in contact with the ground from the on-board, color-coded display; then,
 - d. Mark the locations of the roller drum edges and move the roller, and place the mobile receiver at each mark and record the readings; then,
2. Compare coordinates between the roller and rover receivers. If the coordinates are within 12.0 in. of each other, the comparison is acceptable. If the coordinates are not within 12.0 in., diagnose and perform necessary corrections and repeat the above steps until verification is acceptable.

3. Do not begin work until acceptable GPS correlation and verification has been obtained. The Contractor and the Department should conduct random GPS verification testing during production to ensure data locations are accurate. The recommended rate is once per day with a requirement of at least once per week.
4. A test strip is to be used for all materials (DGA, CSB, subgrade and soil) as outlined and sized in section 302.03.04 to determine optimum rolling pattern, for all materials, and the target density for aggregate bases. A new test strip will be required anytime the material changes, equipment changes, or proper compaction has not been obtained for two (2) consecutive test locations.
5. All acceptance testing shall be as outlined in Standard Specifications sections 200 and 300.
6. Any areas a minimum of 50 square feet in area not achieving the 80% of the stiffness value determined by the latest control strip shall be tested by other means approved by the Engineer. If the material doesn't pass the testing it shall be repaired based on current standards to the satisfaction of the Engineer.

5.0 MEASUREMENT. The Department will measure the total tons of aggregate base (DGA and/or CSB), total square yards of stabilized subgrade, and total cubic yards of soil compacted using the IC roller(s). The use of non-IC rollers is allowed on this project, but an IC roller must be used as well.

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

1. All areas with a minimum of 80% pass coverage and 75% required stiffness readings.
2. Payment is full compensation for all work associated with providing IC equipped rollers, transmission of electronic data files, two copies of IC roller manufacturer software, and training.
3. Delays due to GPS satellite reception of signals to operate the IC equipment or IC roller breakdowns will not be considered justification for contract modifications or contract extensions.

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
24779EC	Intelligent Compaction for Soil	CY
24780EC	Intelligent Compaction for Aggregate	TON
24990EC	Intelligent Comp Subgrade Stabilization	SQYD

June 28, 2018

SPECIAL NOTE FOR PAVER MOUNTED TEMPERATURE PROFILES

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

1.0 DESCRIPTION. Provide a paver mounted infrared temperature equipment to continually monitor the temperature of the asphalt mat immediately behind all paver(s) during the placement operations for all mainline pavements (including ramps for Interstates and Parkways) within the project limits. Provide thermal profiles that include material temperature and measurement locations.

2.0 MATERIALS AND EQUIPMENT. In addition to the equipment specified in Subsection 403.02 Utilize a thermal equipment supplier that can provide a qualified representative for on-site technical assistance during the initial setup, pre-construction verification, and data management and processing as needed during the Project to maintain equipment within specifications and requirements.

Provide operator settings, user manuals, required viewing/export software for analysis. Ensure the temperature equipment will meet the following:

(A) A device with one or more infrared sensors that is capable of measuring in at least 1 foot intervals across the paving width, with a minimum width of 12 feet, or extending to the recording limits of the equipment, whichever is greater. A **Maximum of two (2)** brackets are allowed in the influence area under the sensors. A temperature profile must be made on at least 1 foot intervals longitudinally down the road:

(B) Infrared sensor(s):

(1) Measuring from 32°F to 400°F with an accuracy of $\pm 2.0\%$ of the sensor reading.

(C) Ability to measure the following:

(1) The placement distance using a Global Positioning System (GPS) or a Distance Measuring Instrument (DMI) and a Global Positioning System (GPS).

(2) Stationing

(D) GPS: Accuracy ± 4 feet in the X and Y Direction

(E) Latest version of software to collect, display, retain and analyze the mat temperature readings during placement. The software must have the ability to create and analyze:

(1) Full collected width of the thermal profiles,

(2) Paver speed and

(3) Paver stops and duration for the entire Project.

(F) Ability to export data automatically to a remote data server ("the cloud").

At the preconstruction meeting, provide the Department with rights to allow for web access to the data file location.

This web-based software must also provide the Department with the ability to download the raw files and software and to convert them into the correct format.

(G) The thermal profile data files must provide the following data in a neat easy to read table format.

(1) Project information including Road Name and Number, PCN, Beginning and Ending MPs.

(2) IR Bar Manufacturer and Model number

(3) Number of Temperature Sensors (N)

(4) Spacing between sensors and height of sensors above the asphalt mat

(5) Total number of individual records taken each day (DATA BLOCK)

(a) Date and Time reading taken

(b) Latitude and Longitude

(c) Distance paver has moved from last test location

(d) Direction and speed of the paver

(e) Surface temperature of each of the sensors

3.0 CONSTRUCTION. Provide the Engineer with all required documentation at the pre-construction conference.

(A) Install and operate equipment in accordance with the manufacturer's specifications.

(B) Verify that the temperature sensors are within $\pm 2.0\%$ using an independent temperature device on a material of known temperature. Collect and compare the GPS coordinates from the equipment with an independent measuring device.

(1) Ensure the independent survey grade GPS measurement device is calibrated to the correct coordinate system (using a control point), prior to using these coordinates to validate the equipment GPS.

(2) The comparison is considered acceptable if the coordinates are within 4 feet of each other in the X and Y direction.

(C) Collect thermal profiles on all Driving Lanes during the paving operation and transfer the data to the "cloud" network or if automatic data transmission is not available, transfer the data to the Engineer at the end of daily paving.

(D) Contact the Department immediately when System Failure occurs. Daily Percent Coverage will be considered zero when the repairs are not completed within two (2) working days of System Failure. The start of this two (2) working day period begins the next working day after System Failure.

(E) Evaluate thermal profile segments, every 150 feet, and summarize the segregation of temperature results. Results are to be labeled as Minimal 0°-25°F, Moderate 25.1°-50°F and Severe >50°. Severe readings over 3 consecutive segments or over 4 or more segments in a day warrant investigation on the cause of the differential temperature distribution.

4.0 MEASUREMENT. The Department will measure the total area of the pavement lanes mapped by the infrared scanners. Full payment will be provided for all lanes with greater than 85% coverage. Partial payment will be made for all areas covered from 50% coverage to 85% coverage at the following rate Coverage area percentage X Total bid amount. And area with less than 50% coverage will not be measured for payment.

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

1. Payment is full compensation for all work associated with providing all required equipment, training, and documentation.
2. Delays due to GPS satellite reception of signals or equipment breakdowns will not be considered justification for contract modifications or contract extensions.

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
24891EC	PAVE MOUNT INFRARED TEMP EQUIPMENT	SQFT

SPECIAL NOTE

For Tree Removal

**Scott County
Georgetown Bypass
Item No. 7-102.50**

**NO CLEARING OF TREES 5 INCHES OR GREATER
(DIAMETER BREAST HEIGHT) FROM
APRIL 1- OCTOBER 14**

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

SPECIAL NOTE FOR PIPELINE INSPECTION

1.0 DESCRIPTION. The Department will perform visual inspections on all pipe on the project. A video inspection will be required on projects having more than 250 linear feet of storm sewer and/or culvert pipe and on routes with an ADT of greater than 1,000 vehicles. Conduct video inspections on all pipe located under the roadway and 50 percent of the remaining pipe not under the roadway. Storm sewer runs and outfall pipes not under the roadway take precedence over rural entrance pipes. Contractors performing this item of work must be prequalified with the Department in the work type J51 (Video Pipe Inspection and Cleaning). Deflection testing shall be completed using a mandrel in accordance with the procedure outlined below or by physical measurement for pipes greater than 36 inches in diameter. Mandrel testing for deflection must be completed prior to the video inspection testing. Unless otherwise noted, Section references herein are to the Department's 2012 Standard Specifications for Road and Bridge Construction.

2.0 VIDEO INSPECTION. Ensure pipe is clear of water, debris or obstructions. Complete the video inspection and any necessary measurement prior to placing the final surface over any pipe. When paving will not be delayed, take measurements 30 days or more after the completion of earthwork to within 1 foot of the finished subgrade. Notify the Engineer a minimum of 24 hours in advance of inspection and notify the Engineer immediately if distresses or locations of improper installation are logged.

2.1 INSPECTION FOR DEFECTS AND DISTRESSES

A) Begin at the outlet end and proceed through to the inlet at a speed less than or equal to 30 ft/minute. Remove blockages that will prohibit a continuous operation.

B) Document locations of all observed defects and distresses including but not limited to: cracking, spalling, slabbing, exposed reinforcing steel, sags, joint offsets, joint separations, deflections, improper joints/connections, blockages, leaks, rips, tears, buckling, deviation from line and grade, damaged coatings/paved inverts, and other anomalies not consistent with a properly installed pipe.

C) During the video inspection provide a continuous 360 degree pan of every pipe joint.

D) Identify and measure all cracks greater than 0.1" and joint separations greater than 0.5".

E) Video Inspections are conducted from junction to junction which defines a pipe run. A junction is defined as a headwall, drop box inlet, curb box inlet, manhole, buried junction, or other structure that disturbs the continuity of the pipe. Multiple pipe inspections may be conducted from a single set up location, but each pipe run must be on a separate video file and all locations are to be referenced from nearest junction relative to that pipe run.

F) Record and submit all data on the TC 64-765 and TC 64-766 forms.

3.0 MANDREL TESTING. Mandrel testing will be used for deflection testing. For use on Corrugated Metal Pipe, High Density Polyethylene Pipe, and Polyvinyl Chloride Pipe,

use a mandrel device with an odd number of legs (9 minimum) having a length not less than the outside diameter of the mandrel. The diameter of the mandrel at any point shall not be less than the diameter specified in Section 3.6. Mandrels can be a fixed size or a variable size.

3.1 Use a proving ring or other method recommended by the mandrel manufacturer to verify mandrel diameter prior to inspection. Provide verification documentation for each size mandrel to the Engineer.

3.2 All deflection measurements are to be based off of the AASHTO Nominal Diameters. Refer to the chart in section 3.6.

3.3 Begin by using a mandrel set to the 5.0% deflection limit. Place the mandrel in the inlet end of the pipe and pull through to the outlet end. If resistance is met prior to completing the entire run, record the maximum distance achieved from the inlet side, then remove the mandrel and continue the inspection from the outlet end of the pipe toward the inlet end. Record the maximum distance achieved from the outlet side.

3.4 If no resistance is met at 5.0% then the inspection is complete. If resistance occurred at 5.0% then repeat 3.1 and 3.2 with the mandrel set to the 10.0% deflection limit. If the deflection of entire pipe run cannot be verified with the mandrel then immediately notify the Engineer.

3.5 Care must be taken when using a mandrel in all pipe material types and lining/coating scenarios. Pipe damaged during the mandrel inspection will be video inspected to determine the extent of the damage. If the damaged pipe was video inspected prior to mandrel inspection then a new video inspection is warranted and supersedes the first video inspection. Immediately notify the Engineer of any damages incurred during the mandrel inspection and submit a revised video inspection report.

3.6 AASHTO Nominal Diameters and Maximum Deflection Limits.

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

4.0 PHYSICAL MEASUREMENT OF PIPE DEFLECTION. Alternate method for deflection testing when there is available access or the pipe is greater than 36 inches in diameter, as per 4.1. Use a contact or non-contact distance instrument. A leveling device is recommended for establishing or verifying vertical and horizontal control.

4.1 Physical measurements may be taken after installation and compared to the AASHTO Nominal Diameter of the pipe as per Section 3.6. When this method is used, determine the smallest interior diameter of the pipe as measured through the center point of the pipe (D2). All measurements are to be taken from the inside crest of the corrugation. Take the D2 measurements at the most deflected portion of the pipe run in question and at intervals no greater than ten (10) feet through the run. Calculate the deflection as follows:

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

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

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

4.2 Record and submit all data.

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

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

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


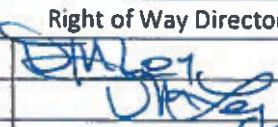
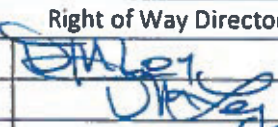
RIGID PIPE REMEDIATION TABLE PIPE	
Crack Width (inches)	Payment
• 0.1	100% of the Unit Bid Price
Greater than 0.1	Remediate or Replace ⁽¹⁾

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

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

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

	KENTUCKY TRANSPORTATION CABINET Department of Highways DIVISION OF RIGHT OF WAY & UTILITIES RIGHT OF WAY CERTIFICATION	TC 62-226 Rev. 01/2016 Page 1 of 1
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<input checked="" type="checkbox"/>	Original	<input type="checkbox"/>	Re-Certification	RIGHT OF WAY CERTIFICATION		
ITEM #	COUNTY		PROJECT # (STATE)	PROJECT # (FEDERAL)		
7-102.50	Scott		12FO FD52 C105 6167702R	STP 4601 (037)		
PROJECT DESCRIPTION						
Georgetown Northwest Bypass						
<input type="checkbox"/> No Additional Right of Way Required						
Construction will be within the limits of the existing right of way. The right of way was acquired in accordance to FHWA regulations under the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, as amended. No additional right of way or relocation assistance were required for this project.						
<input checked="" type="checkbox"/> Condition # 1 (Additional Right of Way Required and Cleared)						
All necessary right of way, including control of access rights when applicable, have been acquired including legal and physical possession. Trial or appeal of cases may be pending in court but legal possession has been obtained. There may be some improvements remaining on the right-of-way, but all occupants have vacated the lands and improvements, and KYTC has physical possession and the rights to remove, salvage, or demolish all improvements and enter on all land. Just Compensation has been paid or deposited with the court. All relocations have been relocated to decent, safe, and sanitary housing or that KYTC has made available to displaced persons adequate replacement housing in accordance with the provisions of the current FHWA directive.						
<input type="checkbox"/> Condition # 2 (Additional Right of Way Required with Exception)						
The right of way has not been fully acquired, the right to occupy and to use all rights-of-way required for the proper execution of the project has been acquired. Some parcels may be pending in court and on other parcels full legal possession has not been obtained, but right of entry has been obtained, the occupants of all lands and improvements have vacated, and KYTC has physical possession and right to remove, salvage, or demolish all improvements. Just Compensation has been paid or deposited with the court for most parcels. Just Compensation for all pending parcels will be paid or deposited with the court prior to AWARD of construction contract						
<input type="checkbox"/> Condition # 3 (Additional Right of Way Required with Exception)						
The acquisition or right of occupancy and use of a few remaining parcels are not complete and/or some parcels still have occupants. All remaining occupants have had replacement housing made available to them in accordance with 49 CFR 24.204. KYTC is hereby requesting authorization to advertise this project for bids and to proceed with bid letting even though the necessary right of way will not be fully acquired, and/or some occupants will not be relocated, and/or the just compensation will not be paid or deposited with the court for some parcels until after bid letting. KYTC will fully meet all the requirements outlined in 23 CFR 635.309(c)(3) and 49 CFR 24.102(j) and will expedite completion of all acquisitions, relocations, and full payments after bid letting and prior to AWARD of the construction contract or force account construction.						
Total Number of Parcels on Project		23	EXCEPTION (5) Parcel #		ANTICIPATED DATE OF POSSESSION WITH EXPLANATION	
Number of Parcels That Have Been Acquired						
Signed Deed		17				
Condemnation		6				
Signed ROE		6				
Notes/ Comments (Use Additional Sheet if necessary)						
LPA RW Project Manager				Right of Way Supervisor		
Printed Name				Printed Name	Cecil Smith	
Signature				Signature		
Date				Date	7/26/2018	
Right of Way Director				FHWA		
Printed Name				Printed Name		
Signature				Signature	No Signature Required as per FHWA-KYTC Current Stewardship Agreement	
Date	026 July 18			Date		

UTILITIES AND RAIL CERTIFICATION NOTE

<p>County: Scott County Item Number: 07-102.50 Federal Project Number: STP 4601 044 State Project Number: FD52 105 61677 02U</p> <p>Project Scope: GEORGETOWN NORTHWEST BYPASS; FROM KY-32, EAST TO I-75. (04CCR)(2004BOPC)(SEE 7-102.01 FOR "HPP" COMPONENT)(10CCR)(12CCR)(16CCR)</p>
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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.

UTILITIES AND RAIL CERTIFICATION NOTE

County: Scott County
Item Number: 07-102.50
Federal Project Number: STP 4601 044
State Project Number: FD52 105 61677 02U

Project Scope:
GEORGETOWN NORTHWEST BYPASS; FROM KY-32, EAST TO I-75. (04CCR)(2004BOPC)(SEE 7-102.01 FOR "HPP" COMPONENT)(10CCR)(12CCR)(16CCR)

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

Kentucky Utilities Company – Electric

The company has aerial facilities along the west side of the US 25 approach, within the disturb limits of the project, and crossing the mainline at approximate station 369+05. The aerial facilities cross from the east side of the US 25 approach to the west side of the US 25 approach, beginning at approximate approach station 53+00 and continuing along the South side of mainline until it reaches the end of the project limits. The aerial facilities also cross the mainline at approximate station 384+25, and at approximate station 395+50. It is anticipated that the company may have facilities that cross the proposed mainline near approximate station 163+50.

Owen Electric Company – Electric

The company has aerial facilities crossing the proposed mainline near the Burton Rd approach at approximate stations 313+10 and 317+00. The facilities also cross the Burton Rd approach on the south side of the mainline at approximate approach station 52+40. The company has facilities along the west side of the Burton Rd approach.

Spectrum Cable - Communication

The company has yet to provide a proposed relocation plan for their facilities; consequently, we are unable to identify the current, or proposed, location of the company's facilities. It is anticipated that the company may have facilities attached to KU facilities on the project. It is also possible that the company will have facilities located at other locations throughout the project.

AT&T - KY – Communication

The company has a buried line along the north side of YY 32, which crosses the mainline at approximately Station 144+75 and buried line along the north side of Burton Road, which crosses the mainline at approximately Station 314+40. The company has an aerial line along the east side of US 25 and along the south side of Delaplain Road to I-75.

AT&T –Legacy – Communication

The company has yet to provide a proposed relocation plan for their facilities; consequently, we are unable to identify the current, or proposed, location of the company's facilities. It is anticipated that the company will have facilities along the mainline in both the south and north right of way from

UTILITIES AND RAIL CERTIFICATION NOTE

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approximately Station 391+40 to the end of the project with a buried crossing at approximately Station 391+40.

Delaplain Disposal Company - Sewer

The company has yet to provide a proposed relocation plan for their facilities; consequently, we are unable to identify the current, or proposed, location of the company's facilities. It is anticipated that the company may have facilities that cross the proposed mainline near approximate station 393+00.

Georgetown Municipal Water and Sewer - Water

The company has a 6" PVC water line located along the north side of KY 32 and crossing the proposed mainline at approximate station 144+75.

Kentucky American Water Company – Water

The company has a 4" A.C. waterline along the west side of Burton Rd, crossing the proposed mainline. The company has a 6" D.I. water line beginning on the north side of the proposed mainline near approximate station 365+00 and diagonally crossing the proposed mainline and following the south side of the proposed mainline, crossing the US 25 approach. The company has a 6" A.C. waterline along the east side of the US 25 approach, crossing the mainline near approximate station 369+90. Tying into the 6" A.C. waterline is an 8" D.I. waterline, outside of the projects disturb limits, and following the south side of the proposed mainline until it approaches near the proposed frontage road, where it crosses the proposed mainline. The company has a 6" D.I. waterline crossing the frontage road, along the south side of the proposed mainline. The company has an 8" D.I. waterline crossing the frontage road, along the north side of the proposed mainline.

East Kentucky Power Cooperative

The company has yet to provide a proposed relocation plan for their facilities; consequently, we are unable to identify the current, or proposed, location of the company's facilities. It is anticipated that the company may have facilities that cross the proposed mainline near approximate stations 200+25, 279+00, 280+00.

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

UTILITIES AND RAIL CERTIFICATION NOTE

<p>County: Scott County Item Number: 07-102.50 Federal Project Number: STP 4601 044 State Project Number: FD52 105 61677 02U</p> <p>Project Scope: GEORGETOWN NORTHWEST BYPASS; FROM KY-32, EAST TO I-75. (04CCR)(2004BOPC)(SEE 7-102.01 FOR "HPP" COMPONENT)(10CCR)(12CCR)(16CCR)</p>
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THE FOLLOWING FACILITY OWNERS ARE RELOCATING/ADJUSTING THEIR FACILITIES WITHIN THE PROJECT LIMITS AND WILL BE COMPLETE PRIOR TO CONSTRUCTION

Not Applicable

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

IT IS ESTIMATED THAT ALL FACILITY OWNERS LISTED BELOW WILL HAVE THEIR FACILITIES RELOCATED/ADJUSTED BY DECEMBER 15, 2019

Kentucky Utilities Company – Electric

The company has facilities along the west side of the US 25 approach to be relocated. The company plans to relocate their facilities to the west of their existing facilities, outside of the approaches disturb limits, following US 25 and crossing the mainline near approximate station 368+70. The company will tie back into their existing facilities on the west side of the US 25 approach. The company plans to install a new underground conductor outside of the projects disturb limits and proposed right of way, along the north side of the mainline.

The company has facilities crossing the mainline at approximate station 384+25 to be removed and replaced with a down guy wire, placed outside of the project disturb limits at approximate station 384+00.

Owen Electric Company – Electric

The company has facilities along the west side of the Burton Rd approach to be relocated. The company will install new poles at the following locations: North side of the proposed mainline and near the proposed right of way at approximate station 313+08, South side of the proposed mainline and near the proposed right of way at approximate station 313+14, West side of the proposed Burton Rd approach and within the proposed right of way at approximate approach station 52+34. The company will remove two existing poles (between approximate stations 315+00 and 317+00) that are within the project disturb limits and hold the wires that cross the mainline near approximate station 317+00.

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Spectrum Cable - Communication

The company has yet to provide a proposed relocation plan for their facilities; consequently, we are unable to identify the current, or proposed, location of the company's facilities. It is anticipated that the company may have facilities attached to KU facilities on the project. It is also possible that the company will have facilities located at other locations throughout the project.

AT&T - KY – Communication

The company plans to relocate there facilities in a buried conduit along KY 32 crossing the mainline at approximately Station 114+35. The buried facilities along Burton Road will be relocated along the north side right of way going aerial across the mainline at approximately Station 315+05. The anchor pole at approximately mainline Station 385+30 will be relocated just inside the side right of way. The aerial crossing at approximately mainline Station 391+35 will be relocated to approximately mainline Station 392+70. The aerial line along the east side of US 25 will be relocated in the same area as buried line crossing the mainline at approximately Station 369+95. The aerial crossings on US 25 at approximately Station 48+60 and approximately Station 54+50 will be removed and a new aerial crossing at approximately Station 44+10 will be installed.

AT&T –Legacy – Communication

The company has yet to provide a proposed relocation plan for their facilities; consequently, we are unable to identify the current, or proposed, location of the company's facilities. It is anticipated that the company will have facilities along the mainline in both the south and north right of way from approximately Station 391+40 to the end of the project with a buried crossing at approximately Station 391+40. The buried line will be studied to see if it can remain in place and the Contractor may be required to work around it.

UTILITIES AND RAIL CERTIFICATION NOTE

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Delaplain Disposal Company - Sewer

The company has yet to provide a proposed relocation plan for their facilities; consequently, we are unable to identify the current, or proposed, location of the company's facilities. It is anticipated that the company may have facilities that cross the proposed mainline near approximate station 393+00.

East Kentucky Power Cooperative

The company has yet to provide a proposed relocation plan for their facilities; consequently, we are unable to identify the current, or proposed, location of the company's facilities. It is anticipated that the company may have facilities that cross the proposed mainline near approximate stations 200+25, 279+00, 280+00.

UTILITIES AND RAIL CERTIFICATION NOTE

<p style="text-align: center;">County: Scott County Item Number: 07-102.50 Federal Project Number: STP 4601 044 State Project Number: FD52 105 61677 02U</p> <p style="text-align: center;">Project Scope: GEORGETOWN NORTHWEST BYPASS; FROM KY-32, EAST TO I-75. (04CCR)(2004BOPC)(SEE 7-102.01 FOR "HPP" COMPONENT)(10CCR)(12CCR)(16CCR)</p>
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THE FOLLOWING FACILITY OWNERS HAVE FACILITIES TO BE RELOCATED/ADJUSTED BY THE ROAD CONTRACTOR AS INCLUDED IN THIS CONTRACT

Georgetown Municipal Water and Sewer – Water

The company has a 6" PVC water line located along the north side of KY 32 and crossing the proposed mainline at approximate station 144+75 to be relocated. The company plans to tie into their existing 6" water line with a proposed 6" PVC waterline near approximate KY 32 station 41+50 and follows the east side of the proposed mainline until it crosses the proposed mainline at approximate station 147+00 and ties back into the existing waterline near approximate KY 32 station 37+00.

Kentucky American Water Company - Water

The company has a 4" A.C. waterline along the west side of Burton Rd, crossing the proposed mainline to be relocated. The 4" A.C. waterline will be replaced with an 8" D.I. waterline, beginning along the west side of Burton Rd. The line will cross Burton Rd outside of the project limits and follow along the east side of Burton Rd, outside of the projects disturb limits, and cross the proposed mainline in a 16" steel casing and continue along the east side of Burton Rd until it crosses back across Burton Rd in a 10" steel casing to tie into the existing 4" A.C. pipe on the west side of Burton Rd, outside of the project limits.

The company has a 6" D.I. waterline beginning on the north side of the proposed mainline near approximate station 365+00 to be relocated. The 6" D.I. waterline will be replaced with an 8" D.I. waterline to follow the north side of the proposed mainline, outside of the proposed right of way, and continue along the west side of the US 25 approach, heading north where it will tie into the existing 6" water line.

The 8" D.I. waterline will cross the US 25 approach (north side of proposed mainline) and will cross the proposed mainline (east side of US 25 approach) encased in a 16" steel pipe and then will continue south to tie into the existing waterline.

The company has a 6" A.C. waterline along the east side of the US 25 approach, north of the proposed mainline that will be relocated. The 6" A.C. waterline will be replaced with a 8" D.I. waterline that will follow the east side of the US 25 approach, outside of the projects disturb limits, where it will tie into the existing 6" waterline north of the proposed mainline.

The company has an 8" D.I. waterline along the south side of the proposed mainline that will need to be relocated, beginning near approximate station 383+50. The proposed 8" D.I. waterline will follow the south side of the proposed mainline, outside of the disturb limits, and cross the proposed mainline near

UTILITIES AND RAIL CERTIFICATION NOTE

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approximate station 389+50 in a 16" steel casing. From the crossing, two 8" D.I. waterlines will then follow both the north and south sides of the proposed mainline and cross both approaches of the frontage road in a steel casing and continue until they tie into the existing.

RAIL COMPANIES HAVE FACILITIES IN CONJUNCTION WITH THIS PROJECT AS NOTED

No Rail Involvement **Rail Involved** **Rail Adjacent**

UTILITIES AND RAIL CERTIFICATION NOTE

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AREA FACILITY OWNER CONTACT LIST

Facility Owner	Contact Name	Phone	Email
Delaplain Disposal Company (Sewer)	Marie Jacobs	(859) 223-0425	mjacobs@rayconsultantsllc.com
Georgetown Municipal Water and Sewer (Water)	Daryl Mulder	(502) 863-7816	dmulder@gmwss.com
Kentucky American Water Company (Water)	Krista Citron	(859) 268-6352	krista.citron@amwater.com
Kentucky Utilities Company (Electric)	Lee McClure	N/A	james.mcclure@lge-ku.com
Owen Electric Cooperative (Electric)	Greg Humphries	(502) 563-3550	ghumphries@owenelectric.com
AT&T - KY (Communication)	Frank Ambrose	(502) 867-8240	fa2207@att.com
Spectrum Cable (Communication)	Ralph McDonie	(859) 514-2417	ralph.mcdonie@charter.com
East Kentucky Power Cooperative (Electric)	Garry Harvey	(859) 745-9601	garry.harvey@ekpc.coop
AT&T –Legacy (Communication)	Don Garr	(502) 741-8374	drgarr@hughes.net

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

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

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

PROTECTION OF EXISTING UTILITIES

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

PREQUALIFIED UTILITY CONTRACTORS

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

Kentucky American Water Company (KAWC) requires prequalified or preapproved contractors to perform work on the water main relocation under this contract. A listing of prequalified subcontractors is provided at the end of this note.

No contractors are required to be prequalified or preapproved by Georgetown Municipal Water to perform utility relocation work under this contract.

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

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

CONTRACT ADMINISTRATION RELATIVE TO UTILITY WORK

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

SUBMITTALS AND CORRESPONDENCE

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

ENGINEER

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

INSPECTOR OR RESIDENT PROJECT REPRESENTATIVE

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

NOTICE TO UTILITY OWNERS OF THE START OF WORK

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

UTILITY SHUTDOWNS

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

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

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

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

STATIONS AND DISTANCES

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

RESTORATION

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

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

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:

Kentucky American Water Company will be providing the following materials to the contractor for this contract:

Item	Description	Unit	Project Total
14007	W Encasement Steel Bored Range 2	LF	90
14009	W Encasement Steel Bored Range 4	LF	430
14014	W Encasement Steel Open Cut Range 3	LF	180
14015	W Encasement Steel Open Cut Range 4	LF	740
14021	W Fire Hydrant Remove	EACH	1
14076	W Remove Transite (AC) Pipe	LF	2720

Item	Description	Unit	Project Total
14500	W Air Release Valve 1 in inst. (Contractor to provide manhole and access casting)	EACH	1
14503	W Cap Existing Main Inst	EACH	5
14510	W Fire Hydrant Assembly Inst	EACH	2
14511	W Flush Hydrant Assembly Inst	EACH	1
14522	W Pipe Ductile Iron 4" Inst	LF	225
14523	W Pipe Ductile Iron 6" Inst	LF	825
14524	W Pipe Ductile Iron 8" Inst	LF	4390
14573	W Tapping Sleeve and Valve Size 1 Inst	EACH	5
14577	W Tie-In 4" Inst	EACH	2
14578	W Tie-In 6" Inst	EACH	4
14588	W Valve 4" (Gate Valve) Inst	EACH	2
14589	W Valve 6" (Gate Valve) Inst	EACH	2
14590	W Valve 8" (Gate Valve) Inst	EACH	2
	W Valve 4" (Line Stop)	EACH	2
	W Valve 6" (Line Stop)	EACH	2
	W Valve 8" (Line Stop)	EACH	2

No materials are being supplied by Georgetown Municipal Water.

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.

LISTING OF PREQUALIFIED CONTRACTORS:

Kentucky American Water

The following are sub-contractors are qualified and approved by Kentucky American Water to perform the water main relocation work for this contract:

1. CJ Hughes Construction Company, Inc.
75 West 3rd Avenue
Huntington, WV 25701

2. Dix and Associates Pipeline Contractors, Inc.
210 Industry Road
Nicholasville, KY 40356

3. Todd Johnson Contracting, Inc.
497 Dillehay Street
Danville, KY 40422

Standard Water Bid Item Descriptions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

W TAPPING 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.

Northwest Bypass KY 32 Water Main Relocation (FD52 105 8605)

CONTRACT SPECIFICATIONS

FOR THE



GEORGETOWN MUNICIPAL WATER & SEWER SERVICE

GMWSS Project No. 331815
BE Project No. 17012

JANUARY, 2018
PREPARED BY:



222 East Main Street, Ste. 1 • Georgetown, KY 40324

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DIVISION 31
EARTHWORK

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SECTION 311000

SITE CLEARING

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Clear site within construction limits of plant life.
- B. Remove grass and topsoil in area of access road and foundation.
- C. Remove root system of trees and shrubs.
- D. Remove surface debris

1.02 RELATED WORK

- A. SECTION 312317 - Rock Removal.
- B. SECTION 312213 - Rough Grading.

1.03 REGULATORY REQUIREMENTS

- A. Conform to applicable local codes and ordinances for disposal of debris.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

3.01 CLEARING

- A. Clear areas required for access to site and execution of work.
- B. Remove trees, shrubs, brush, and other vegetable matter such as snags, bark, and refuse.

3.02 PROTECTION

- A. The Contractor shall not cut or injure any trees or other vegetation outside the easement lines and outside the areas to be cleared, as indicated on the Drawings, without written permission from the Engineer. The Contractor shall be responsible for all damage done outside these lines.

3.03 GRUBBING

- A. From areas to be grubbed, the Contractor shall remove completely all stumps, remove to a depth of at least 24 inches below subgrade elevation all roots larger than 1 1/2 in. in diameter, and remove to a depth of 12 in. all roots larger than 1/2 in. in diameter. Such depths shall be measured from the existing ground surface, the proposed finished grade or subgrade, whichever is lower.

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3.04 STRIPPING

- A. All stumps, roots, foreign matter, topsoil, loam, and unsuitable earth shall be stripped from the ground surface. The topsoil and loam shall be utilized insofar as possible, for finished surfacing. Loam shall not be taken from the site.

3.05 DISPOSAL

- A. All material resulting from clearing and grubbing and not scheduled for reuse or stockpiling shall become the property of the Contractor and shall be suitably disposed of off site, unless otherwise directed by the Engineer, in accordance with all applicable laws, ordinances, rules and regulations.
- B. Such disposal shall be performed as promptly as possible after removal of the material and shall not be left until the final period of cleaning up.

3.06 FENCES

- A. Wherever fences need to be removed to provide access to the work or are damaged during the progress of work, they shall be restored or repaired to as good a condition as existed prior to construction at the Contractor's expense.

-- END OF SECTION --

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SECTION 312000

EARTHWORK

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. Extent of earthwork is indicated on the Drawings.
 - 1. Preparation of subgrade for pavements is included as part of this work.
 - 2. Engineered fill for support of building or basin slabs is included as part of this work.
 - 3. Backfilling of tanks, basins, basements and trenches within building line is included as part of this work.
- B. Excavation for Mechanical/Electrical Work: Excavation and backfill required in conjunction with underground mechanical and electrical utilities, and buried mechanical and electrical appurtenances is included as work of this Section.
- C. Definition: "Excavation" consists of removal of all material encountered to subgrade elevations and subsequent disposal or reuse of materials removed.

1.02 REFERENCES

- A. Materials and installation shall be in accordance with the latest revisions of the following codes, standards, and specifications, except where more stringent requirements have been specified herein:
 - 1. American Society for Testing and Materials (ASTM)
 - a. A328 Specification for Steel Sheet Piling
 - b. D698 Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³) (600 kN-m/m³)
 - c. D1556 Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method
 - d. D1760 Specification for Pressure Treatment of Timber Products
 - e. D2922 Test Methods for Density of Soil and Soil Aggregate in Place by Nuclear Methods (Shallow Depth)

1.03 DEFINITIONS

- A. Excavation (or Trenching)
 - 1. Grubbing, stripping, removing, storing and rehandling of all materials of every name and nature necessary to be removed for all purposes incidental to the construction and completion of all the work under construction.
 - 2. All sheeting, sheetpiling, bracing and shoring, and the placing, driving, cutting off and removing of the same.

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3. All diking, ditching, fluming, cofferdamming, pumping, bailing, draining, well pointing, or otherwise disposing of water.
 4. The removing and disposing of all surplus materials from the excavations in the manner specified.
 5. The maintenance, accommodation and protection of travel and the temporary paving of highways, roads and driveways.
 6. The supporting and protecting of all tracks, rails, buildings, curbs, sidewalks, pavements, overhead wires, poles, trees, vines, shrubbery, pipes, sewers, conduits or other structures or property in the vicinity of the work, whether over- or underground or which appear within or adjacent to the excavations, and the restoration of the same in case of settlement or other injury.
 7. All temporary bridging and fencing and the removing of same.
- B. Earth
1. All materials such as sand, gravel, clay, loam, ashes, cinders, pavements, muck, roots or pieces of timber, soft or disintegrated rock, not requiring blasting, barring, or wedging from their original beds, and specifically excluding all ledge or bedrock and individual boulders or masonry larger than one-half cubic yard in volume.
- C. Backfill
1. The refilling of excavation and trenches to the line of filling indicated on the Contract Drawings or as directed using materials suitable for refilling of excavations and trenches; and the compacting of all materials used in filling or refilling by rolling, ramming, watering, puddling, etc., as may be required.
- D. Spoil
1. Surplus excavated materials not required or not suitable for backfills or embankments.
- E. Embankments
1. Fills constructed above the original surface of the ground or such other elevation as specified or directed.
- F. Limiting Subgrade
1. The underside of the pipe barrel for pipelines
 2. The underside of footing lines for structures
- G. Excavation Below Subgrade
1. Excavation below the limiting subgrades of structures or pipelines.
 2. Where materials encountered at the limiting subgrades are not suitable for proper support of structures or pipelines, the Contractor shall excavate to such new lines and grades as required.

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1.04 RELATED WORK

- A. Dewatering is included in elsewhere in this specification.
- B. Erosion and sedimentation control is included in this Division, Section 02270.
- C. Yard piping is included in this Division, Section 02610.
- D. Seeding is included in this Division, Section 02900.

1.05 QUALITY ASSURANCE

- A. Codes and Standards: Perform excavation work in compliance with applicable requirements of governing authorities having jurisdiction.
- B. Testing and Inspection Service: The Owner shall engage the services of a qualified geotechnical engineering, inspection, and testing firm for quality control testing during earthwork operations.

1.06 SUBMITTALS

- A. Test Reports - Excavating: Copies of all test reports and field reports shall be made available to the Owner and the Engineer.
- B. The Contractor shall provide access to site areas, borrow pits and other areas for testing. The Contractor shall also indicate the need for tests to be performed. The Contractor may prepare any tests necessary for the conduct of his work.

1.07 JOB CONDITIONS

- A. Site Information:
 - 1. Data on indicated subsurface conditions are not intended as representations or warranties of accuracy or continuity between soil borings. It is expressly understood that the Owner will not be responsible for interpretation or conclusions drawn therefrom by Contractor. Data are made available for convenience of Contractor.
 - 2. Additional test borings and other exploratory operations may be made by Contractor at no cost to Owner.
 - 3. A geotechnical investigation has been carried out at the site and a report is available upon request. The Contractor shall obtain a copy of this report and shall read, understand follow all the recommendations and requirements contained therein.
- B. Existing Utilities: Prior to commencement of work, the Contractor shall locate existing underground utilities in areas of the work. If utilities are to remain in place, provide adequate means of protection during earthwork operations where required.
- C. Use of Explosives: SEE SECTION 02228
- D. Protection of Persons and Property: Barricade open excavations occurring as part of this work and post with warning lights.
 - 1. Operate warning lights as recommended by authorities having jurisdiction.

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2. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

PART 2 - PRODUCTS

2.01 SOIL MATERIALS - DEFINITIONS

- A. Subbase Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, crushed slag, natural or crushed sand.
- B. Drainage Fill: Washed, uniformly graded mixture of crushed stone or crushed gravel conforming to No. 57 of Kentucky Department of Highways Standard Specifications.
- C. Backfill and Non-Structural Fill Materials: Satisfactory soil materials free of debris, waste, frozen materials, vegetable, and other deleterious matter. No. 57 stone is also used as backfill material at selected structures.
- D. Granular Structural Fill: Granular structural fill shall be used in areas where indicated in this specification. Granular structural fill shall consist of a crushed stone conforming to gradation requirements of Kentucky Department of Highways and having less than 5% passing the No. 200 sieve. Placing and compaction of the granular structural fill shall be in general accordance with Kentucky Department of Highways Standard Specifications and this specification.

2.02 FILTER FABRIC

- A. Material shall be non-woven polyester or polypropylene geotextile having an equivalent opening size no finer than U.S. Standard Sieve No. 200 and no coarser than a U.S. Standard Sieve No. 140.
- B. An acceptable product is Typar 3601 manufactured by the Dupont Corporation. Other equivalent products shall be submitted to the Engineer for review and approval prior to usage.

PART 3 - EXECUTION

3.01 EXCAVATION

- A. Excavation includes excavation to subgrade elevations including excavation of earth, rock, bricks, wood, cinders, and other debris. All excavation of materials shall be included in the lump sum portion of the work and will be UNCLASSIFIED AND NO ADDITIONAL PAYMENT WILL BE MADE REGARDLESS OF TYPE OF MATERIAL ENCOUNTERED.
- B. Unauthorized excavation consists of removal of materials beyond indicated subgrade elevations or dimensions without specific direction of Engineer. Unauthorized excavation, as well as remedial work directed by Engineer, shall be at Contractor's expense.
 1. Under footings, foundation bases, or retaining walls, fill unauthorized excavation by extending indicated bottom elevation of footing or base to excavation bottom, without altering required top elevation. Lean concrete fill may be used to bring elevations to proper position, when acceptable to the Engineer.
 2. Elsewhere, backfill and compact unauthorized excavations as specified for authorized excavations of same classification.

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3. All material which slides, falls or caves into the established limits of excavations due to any cause whatsoever, shall be removed and disposed of at the Contractor's expense and no extra compensation will be paid the Contractor for any materials ordered for refilling the void areas left by the slide, fall or cave-in.
- C. Additional Excavation: When excavation has reached required subgrade elevations, notify the Geotechnical Engineer who will make an inspection of conditions. The surface of the excavated area shall be "proofrolled" with a loaded truck or other heavy construction equipment.
1. If unsuitable bearing materials are encountered at required subgrade elevations, carry excavation deeper and replace excavated material as directed in writing by the Engineer.
 2. Removal of unsuitable material and its replacement as directed will be paid on basis of Contract conditions relative to changes in work.
- D. Stability of Excavations:
1. Slope sides of excavations to comply with local codes and ordinances having jurisdiction. Shore and brace where sloping is not possible because of space restrictions or stability of material excavated.
 2. Maintain sides and slopes of excavations in safe condition until completion of backfilling.
- E. Shoring and Bracing: Provide materials for shoring and bracing, such as sheet piling, uprights, stringers, and cross-braces, in good serviceable condition.
1. Establish requirements for trench shoring and bracing to comply with local codes and authorities having jurisdiction.
 2. Maintain shoring and bracing in excavations regardless of time period excavations will be open. Carry down shoring and bracing as excavation progresses.
 3. Provide permanent steel sheet piling or pressure crested timber sheet piling wherever subsequent removal of sheet piling might permit lateral movement of soil under adjacent structures. Cut off tops as required and leave permanently in place. In the event the Owner directs the Contractor to leave shoring materials in place, the Owner will reimburse the Contractor for the reasonable cost of leaving such materials in place.
- F. Dewatering: It is anticipated that dewatering may be required at excavations.
- G. Material Storage:
1. Stockpile satisfactory excavated materials where directed, until required for backfill or fill. Place, grade, and shape stockpiles for proper drainage.
 2. Dispose of excess soil material and waste materials offsite at no additional cost to the Owner.
- H. Excavation for Structures

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1. Conform to elevations and dimensions shown within a tolerance of plus or minus 0.10 feet and extending a sufficient distance from footings and foundations to permit placing and removal of concrete formwork, installation of services, other construction, and for inspection.
 2. In excavating for footings and foundations, take care not to disturb bottom of excavation. All loose material shall be removed from the excavation just before concrete reinforcement is placed. Trim bottoms to required lines and grades to leave solid base to receive other work.
 3. Protruding rock formations that would interfere with uniform footing bearing shall be removed such that the structure will bear upon uniform engineered fill at least 24 inches thick.
- I. Excavation for Pavements: Cut surface under pavements to comply with cross-sections, elevations, and grades as shown.
- J. Trench Excavation:
1. The Contractor shall include in his lump sum bid all trenching and backfill necessary for installation of all pipe as planned and specified. Trenching shall include clearing and grubbing of all trash, and debris encountered in the trenching. The Contractor shall dispose of such material offsite at no extra cost to the Owner.
 2. All existing facilities shall be protected from danger or damage while pipelines are being constructed and backfilled, and from damage due to settlement of the backfill.
 3. In the event any existing structure is damaged, repair and restoration shall be made at once and backfill shall not be replaced until this is done. Restoration and repair shall be such that the damaged structure is equal to or better than its original condition and can serve its purpose as completely as before. All such restoration and repair shall be done without extra cost to the Owner.
 4. Trenches must be dug to lines and grades shown on the Drawings. Hand trenching may be required in areas where machine trenching would result in undue damage to existing structures and facilities.
 5. Sheeting and shoring of trenches shall be provided at the expense of the Contractor where necessary to protect life, property and the new or existing structures from damage or to maintain maximum permissible trench widths at top of pipe. All necessary materials, including, but not limited to, sheeting, sheet piling, trench jacks, braces, shores and stringers, shall be used to hold trench walls. Sheeting and shoring may be withdrawn as the trenches are being backfilled, after backfill has been tamped over top of the pipe at least 18-inches. If removal before backfill is completed to surface endangers adjacent structures, such as buildings, pipelines, street paving, and sidewalks, then the sheeting and shoring shall be left in place until such danger has passed, and then pulled if practical. Voids caused by sheeting withdrawal shall be backfilled and tamped. If not withdrawn, sheeting shall be cut off at least 18-inches below final surface grade, so there is no obstruction at the ground level. In the event the Owner directs the Contractor to leave shoring materials in place, the Owner will reimburse the Contractor for the reasonable cost of leaving such materials in place.
 6. Where subgrade of trench has insufficient stability to support the pipeline and hold it to its original grade, the Engineer may order stabilization by various means. Exclusive of dewatering normally required for construction, and instability caused by

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neglect of the Contractor, the payment necessary for stabilization shall be negotiated.

7. The location of the pipelines and their appurtenances as shown are those intended for the final construction. However, conditions may present themselves before construction on any line is started that would indicate desirable changes in location. The Owner reserves the right to make reasonable changes in line and structure locations without extra cost, except as may be determined by extra units of materials and construction actually involved. The Owner is under no obligation to locate pipelines, so they may be excavated by machine.
8. The Contractor shall only have sufficient trench open ahead of the pipe laying work as necessary for the prosecution of the work, that day. Dig trenches to the uniform width required for the particular item to be installed, sufficiently wide to provide ample working room. Provide a minimum of 9" clearance on both sides of pipe or conduit.
 - a. Excavate trenches to depth indicated or required. Carry depth of trenches for piping to establish indicated flow lines and invert elevations. Beyond building perimeter, keep bottoms of trenches sufficiently below finish grade to avoid freeze-ups.
 - b. Where rock is encountered, carry excavation 6-inches below required elevation and backfill with a 6-inch layer of crushed stone or gravel prior to installation of pipe.
 - c. For pipes or conduit 3-inches or less in nominal size and for flat-bottomed, multiple-duct conduit units, excavate to subbase depth indicated or, if not indicated, then to 4-inches below bottom of work to be supported.
 - d. For pipes or conduit 6-inches or larger in nominal size, and mechanical/electrical work indicated to receive subbase, excavate to subbase depth indicated or, if not otherwise indicated, to 6-inches below bottom of work to be supported.
 - e. Except as otherwise indicated, excavate for exterior water piping (water, drainage) so top of piping is no less than 3-feet 6-inches below finish grade.
 - f. Grade bottom of trenches as indicated, notching under pipe bells to provide solid bearing for entire body of pipe.
 - g. Encase pipe with concrete (full encasement) where trench excavations pass within 18 inches of column or wall footings and which are carried below bottom of such footings, or which pass under wall footings. Place concrete to level of bottom of adjacent footing(s).
 - h. Concrete is specified in Division 3.
 - i. Do not backfill trenches until tests and inspections have been made and backfilling authorized by the Engineer. Use care in backfilling to avoid damage or displacement of pipe systems.
 - j. For piping or conduit less than 3-feet 6-inches below surface of roadways, furnish and install steel casing pipe, minimum wall thickness of 5/16", of sufficient diameter to carry the pipe or conduit to at least two feet beyond outside edge of pavement.

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- K. Cold Weather Protection: Protect excavation bottoms against freezing when atmospheric temperature is less than 35°F (1°C).

3.02 REMOVAL OF WATER

A. General

1. The Contractor shall at all times provide and maintain proper and satisfactory means and devices for the removal of all water entering the excavations, and shall remove all such water as fast as it may collect, in such manner as shall not interfere with the prosecution of the work or the proper placing of pipes, structures, or other work.
2. Unless otherwise specified, all excavations which extend down to or below the static groundwater elevations shall be dewatered by lowering and maintaining the groundwater beneath such excavations at all times when work thereon is in progress, during subgrade preparation and the placing of the structure or pipe thereon.
3. Water shall not be allowed to rise over or come in contact with any masonry, concrete or mortar, until at least 24 hours after placement, and no stream of water shall be allowed to flow over such work until such time as the Engineer may permit.
4. Where the presence of fine grained subsurface materials and a high groundwater table may cause the upward flow of water into the excavation with a resulting quick or unstable condition, the Contractor shall install and operate a well point system to prevent the upward flow of water during construction.
5. Water pumped or drained from excavations, or any sewers, drains or water courses encountered in the work, shall be disposed of in a suitable manner without injury to adjacent property, the work under construction, or to pavements, roads, drives, and water courses. No water shall be discharged to sanitary sewers. Sanitary sewage shall be pumped to sanitary sewers or shall be disposed of by an approved method.
6. Any damage caused by or resulting from dewatering operations shall be the sole responsibility of the Contractor.

B. Work Included

1. The construction and removal of cofferdams, sheeting and bracing, and the furnishing of materials and labor necessary therefor.
2. The excavation and maintenance of ditches and sluiceways.
3. The furnishing and operation of pumps, well points, and appliances needed to maintain thorough drainage of the work in a satisfactory manner.

C. Well Point Systems

1. Installation
 - a. The well point system shall be designed and installed by or under the supervision of an organization whose principal business is well pointing and which has at least five consecutive years of similar experience and can furnish a representative list of satisfactory similar operations.

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- b. Well point headers, points and other pertinent equipment shall not be placed within the limits of the excavation in such a manner or location as to interfere with the laying of pipe or trenching operations or with the excavation and construction of other structures.
- c. Detached observation wells of similar construction to the well points shall be installed at intervals of not less than 50 feet along the opposite side of the excavation from the header pipe and line of well points, to a depth of at least 5 feet below the proposed excavation. In addition, one well point in every 50 feet shall be fitted with a tee, plug and valve so that the well point can be converted for use as an observation well. Observation wells shall be not less than 1-½ inches in diameter.
- d. Standby gasoline or diesel powered equipment shall be provided so that in the event of failure of the operating equipment, the standby equipment can be readily connected to the system. The standby equipment shall be maintained in good order and actuated regularly not less than twice a week.

2. Operation

- a. Where well points are used, the groundwater shall be lowered and maintained continuously (day and night) at a level not less than 2 feet below the bottom of the excavation. Excavation will not be permitted at a level lower than 2 feet above the water level as indicated by the observation wells.
- b. The effluent pumped from the well points shall be examined periodically by qualified personnel to determine if the system is operating satisfactorily without the removal of fines.
- c. The water level shall not be permitted to rise until construction in the immediate area is completed and the excavation backfilled.

3.03 BACKFILL AND FILL

A. General:

- 1. All material to be used as backfill material shall be tested and approved by the Geotechnical Engineer prior to backfilling excavations.
- 2. With the exception of the organic and inorganic debris, and topsoil, the on-site soil removed from the excavations could be used as non-structural fill or backfill material provided the moisture content of the soil is within acceptable limits. However, offsite borrow material may be required for use as non-structural fill. The use of off-site borrow material shall not result in additional compensation for the Contractor.
- 3. Place acceptable backfill material in maximum 6-8" lifts (loose thickness) to required subgrade elevations, for each area classification listed below.
 - a. In excavations, use satisfactory excavated or borrow material.
 - b. Under slabs, use drainage fill material for a minimum depth of 6-inches. Below drainage fill use satisfactory excavated or borrow material.

B. Backfill excavations as promptly as work permits, but not until completion of the following:

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1. Acceptance of construction below finish grade.
2. Inspection, testing, approval, and recording locations of underground utilities.
3. Removal of concrete formwork.
4. Removal of shoring and bracing, and backfilling of voids with satisfactory materials. Cut off temporary sheet piling driven below bottom of structures and remove in manner to prevent settlement of the structure or utilities, or leave in place if required.
5. Removal of trash and debris.

C. Compaction:

1. Control soil compaction during construction providing minimum percentage of density specified for each area classification indicated below.
 - a. Fill under slab-on-grade shall be compacted to 98% Standard Proctor Density, ASTM D698, at a moisture content between 2 percent below to 3 percent above the optimum moisture content.
 - b. Granular structural fill under foundation elements, i.e., footings and base slabs for tanks and basins shall be compacted to 98% Standard Proctor Density, ASTM D698, at a moisture content between 2 percent below to 3 percent above the optimum moisture content.
2. Moisture Control
 - a. Where subgrade or layer of soil material must be moisture conditioned before compaction, uniformly apply water to surface or subgrade, or layer of soil material, to prevent free water appearing on surface during or subsequent to compaction operations. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.
 - b. Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density.
 - c. Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by dicing, harrowing, or pulverizing until moisture content is reduced to the optimum moisture for compaction.
3. Place backfill and fill materials evenly adjacent to structures, piping, or conduit to required elevations. Take care to prevent wedging action of backfill against structures or displacement of piping or conduit by carrying material uniformly around structure, piping, or conduit to approximately same elevation in each lift.

D. Backfilling Trenches:

1. Backfilling shall be accomplished as soon as practical after pipe has been laid and jointing and alignment approved. Packing of crushed rock between joints shall be uniform and progress as the pipe laying progresses. This is in order to avoid danger of misalignment from slides, flooding or other causes. The Engineer shall be given a maximum of 24 hours for inspection before backfilling.

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2. The backfill over the pipe shall be in accordance with the details shown on the Drawings for bedding and backfilling pipe.
3. In case maximum permissible trench widths (as designated by the pipe manufacturer) are exceeded, the Contractor shall furnish crushed rock backfill to a minimum of 12-inches over the top of pipe at no extra cost to the Owner.
4. If additional earth is required for back filling, it must be obtained and placed by the Contractor.
5. In the case of street, highway, railroad, sidewalk and driveway crossings; or within any roadway paving; or about manholes, valve and meter boxes; the backfill must be mechanically tamped in not over 6 inch layers, measured loose. Alternate method of compacting backfill shall be used, if refill material is in large hard lumps (crushed rock excepted) which cannot be consolidated without leaving voids.
6. Where traffic on streets, driveways, railroads, sidewalks and highways requires temporary surfacing, backfilling shall be terminate 4-inches below original ground level and 4-inches to 6-inches of dense graded aggregate shall be placed on the trench. Backfill shall be maintained easily passable to traffic at original ground level, until acceptance of project or replacement of paving or sidewalks.
7. The Contractor shall protect all sewer, gas, electric, telephone, water, and drain pipes or conduits from damage while pipelines are being constructed and backfilled, and from danger due to settlement of trench backfill.
8. No extra payment shall be made for backfilling of any kind, except as specified hereinbefore. Backfilling shall be included as a part of the lump sum bid. No extra payment will be made to the Contractor for supplying outside materials for backfill.
9. On completion of the project, all backfill shall be dressed; holes filled; and surplus material hauled away. All permanent walks, street paving, roadway, etc., shall be restored and repaved to match existing pavement thickness over a width equal to the trench width plus 2 feet. A compacted subbase of 12" of KDOT DGA crushed stone with less than 5% passing the No. 200 sieve shall be added under concrete pavements (10" under asphalt concrete pavement).

3.04 GRADING

- A. General: Uniformly grade areas within limits of grading under this section, including adjacent transition areas. Smooth finished surface within specified tolerances, compact with uniform levels or slopes between points where elevations are indicated, or between such points and existing grades.
- B. Grading Outside Building Lines:
 1. All materials used for backfill around structures shall be of a quality acceptable to the Engineer and shall be free from large or frozen lumps, wood and other extraneous material. All spaces excavated and not occupied by footings, foundations, walls or other permanent work shall be refilled with earth up to the surface of the surrounding ground, unless otherwise specified, with sufficient allowance for settlement. In making the fills and terraces around the structures, the fill shall be placed in layers not exceeding 8-inches in depth and shall be kept smooth as the work progresses. Each layer of the fill shall be compacted. Sections of the fill immediately adjacent to buildings or structures shall be thoroughly compacted by means of mechanical

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tamping or hand tamping as may be required by the conditions encountered. All fills shall be placed so as to load structures symmetrically.

2. As set out hereinbefore, rough grading shall be held below finished grade and then the topsoil, which has been stockpiled, shall be evenly spread over the surface. The grading shall be brought to the levels shown on the Drawings. Final dressing shall be accomplished by hand work or machine work, or a combination of these methods as may be necessary to produce a uniform and smooth finish to all parts of the regrade. The surface shall be free from clods greater than 2-inches in diameter. Excavated rock may be placed in the fills, but it shall be thoroughly covered. Rock placed in fills shall not be closer than 12-inches from finished grade.
3. Grade areas adjacent to building lines to drain away from structures and to prevent ponding. Finish surfaces free from irregular surface changes, and as follows:
 - a. Walks: Shape surface of areas under walks to line, grade, and cross-section, with finish surface not above or 1.0 inch below required subgrade elevation.
 - b. Pavements: Shape surface of areas under pavement to line, grade, and cross-section, with finish surface not more than 1.0 in. below required subgrade elevation.
- C. Grading Surface of Fill Under Building Slabs: Grade smooth and even, free of voids, compacted as specified, and to required elevation. Provide final grades within a tolerance of 1.0 in. above or 1.0 in. below required subgrade elevation when tested with a 10-ft. straightedge.
- D. Compaction: After grading, compact subgrade surfaces to the depth and indicated percentage of maximum or standard proctor density for each area classification.
- E. Slope Protection and Erosion Control: Conform to the requirements of Section 02270 for permanent slope protection and erosion control.

3.05 FIELD QUALITY CONTROL

- A. Quality Control Testing During Construction:
 1. Allow the Geotechnical Engineer to inspect and report to the Engineer on findings and approve subgrades and fill layers before further construction work is performed.
 2. Perform field density tests in accordance with ASTM D 1556 (sand cone method), ASTM D 2167 (rubber balloon method), or ASTM D 2992 (nuclear density method), as applicable and at a frequency necessary to be reasonably assured that adequate compaction is achieved.
- B. If in the opinion of the Engineer, based on testing service reports and inspection, subgrade or fills which have been placed are below specified density, provide additional compaction and testing at no additional expense to the Owner.

3.06 MAINTENANCE

- A. Reconditioning Compacted Areas: Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, reshape, and compact to required density prior to further construction.

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- B. Settling: Where settling is measurable or observable at excavated areas during general project warranty period, remove surface (pavement, or other finish), add backfill material, compact, and replace surface treatment. Restore appearance, quality, and condition of surface or finish to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.07 DISPOSAL OF EXCESS NON-ORGANIC SOIL AND ROCK

- A. General: All excess excavated material shall become the property of the Contractor and shall be disposed by him outside the project limits. It is the Contractor's responsibility to locate a suitable waste area off-site, obtain necessary permits or use of the waste area and be in compliance with applicable laws and regulations.

- END OF SECTION -

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SECTION 312213
ROUGH GRADING

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Remove topsoil and stockpile for later reuse.
- B. Grade and rough contour site.

1.02 RELATED WORK

- A. Geotechnical investigation report is available upon request.
- B. SECTION 312213 – ROUGH GRADING
- C. SECTION 312000 – EARTH MOVING.

1.03 PROJECT RECORD DOCUMENTS

- A. Submit document..
- B. Accurately record location of utilities remaining, rerouted utilities, new utilities by horizontal dimensions, elevations or inverts, and slope gradients.

1.04 PROTECTION

- A. Protect trees and other features remaining as portion of final landscaping.
- B. Protect bench marks, existing structures, fences, roads, sidewalks and other features not designated for demolition.
- C. Protect above or below grade utilities which are to remain.
- D. Contractor shall be responsible for repairing any damage to those items not designated for demolition or removal in a manner satisfactory to the Owner at no additional cost to the Owner.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Topsoil: Excavated material, graded free of roots, rocks larger than one inch, subsoil, debris, and large weeds.
- B. Subsoil: Excavated material, graded free of lumps larger than 12 inches, rocks larger than 12 inches, and debris.

312213-2

PART 3 - EXECUTION

3.01 PREPARATION

- A. Identify required lines, levels, contours, and datum.
- B. Identify known below grade utilities. Stake and flag locations.
- C. Identify and flag above grade utilities.
- D. Maintain and protect existing utilities remaining which pass through work area.
- E. Upon discovery of unknown utility or concealed conditions, discontinue affected work; notify Engineer.

3.02 TOPSOIL EXCAVATION

- A. Excavate topsoil from areas to be further excavated, and stockpile in area designated on site by the Engineer.
- B. Do not excavate wet topsoil.
- C. Stockpile topsoil to depth not exceeding 8 feet.

3.03 SUBSOIL EXCAVATION

- A. Excavate subsoil from indicated areas and stockpile in area designated on site. Excess subsoil may be reused according to DIVISION 31.
- B. Do not excavate wet subsoil.
- C. Stockpile subsoil to depth not exceeding 8 feet.
- D. When excavation through roots is necessary, perform work by hand and cut roots with a sharp axe.

3.04 TOLERANCES

- A. Top Surface of Subgrade: Plus or minus three inches.

- END OF SECTION -

312316-1

SECTION 312316

EXCAVATION

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Structure excavation.
- B. Shoring excavations.

1.02 RELATED WORK

- A. Geotechnical Report in these specifications.
- B. SECTION 014500 - Quality Control.
- C. SECTION 312317 - Rock Removal.
- D. SECTION 312213 - Rough Grading.
- E. SECTION 312333 – Trenching & Backfilling.

1.03 REGULATORY REQUIREMENTS

- A. Protect excavations by shoring, bracing, sheet piling, underpinning, or other methods required to prevent cave-in or loose soil from falling into excavation.
- B. Underpin adjacent structures which may be damaged by excavation work, including service utilities and pipe chases.
- C. Notify Engineer of unexpected subsurface conditions and discontinue affected work in area until notified to resume work.
- D. Protect bottom of excavations and soil adjacent to and beneath foundations from frost.
- E. Grade excavation top perimeter to prevent surface water run-off into excavation.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Subsoil: Excavated material, graded free of lumps larger than 12 inches, rocks larger than 12 inches, and debris.
- B. # 57's or # 9's: Mineral aggregate graded 1/4 inch to 5/8 inch, free of soil, subsoil, clay, shale, or foreign matter.

312316-2

PART 3 - EXECUTION

3.01 PREPARATION

Identify required liens, levels, contours, and datum.

3.02 EXCAVATION

- A. Excavate subsoil required for structure foundations, construction operations, and other work. All excavation shall be unclassified excavation.
- B. Contractor is responsible to adequately brace open cuts and protect workmen and equipment from cave-in.
- C. Remove lumped subsoil, boulders, and rock up to 1/3 cu. yd., measured by volume. Remove larger material under Section 312317.
- D. Correct unauthorized excavation at no cost to Owner.
- E. Fill over-excavated areas under structure bearing surfaces in accordance with direction by Engineer.
- F. Stockpile excavated material in area designated on site.

3.03 FIELD QUALITY CONTROL

Provide for visual inspection of rock surfaces under provisions of Section 014500.

- END OF SECTION -

312317-1

SECTION 02228

ROCK REMOVAL

PART 1 GENERAL

1.01 SUMMARY

- A. This Section includes removal to the widths and depths shown on the Contract Drawings or as directed by the Engineer, including the loosening, removing, transporting, storing and disposal of all materials requiring blasting, barring, or wedging for removal from their original beds, and backfill of rock excavations with acceptable materials
- B. Use of explosives for rock removal shall be used only with prior permission from both the Engineer and Owner. **Blasting will NOT be permitted in this project.**
- C. Rock removal is part of and incidental to unclassified excavation. No separate payment shall be made for rock removal.

1.02 SUBMITTALS

- A. In addition to those submittals identified in the General Provisions, the following items shall be submitted:
 - 1. Before any blasting operations begin the Contractor shall obtain all permits and licenses required.

1.03 DEFINITIONS

- A. Rock
 - 1. All pieces of ledge or bedrock, boulders or masonry larger than one-half cubic yard in volume.
 - 2. Any material requiring blasting, barring, or wedging for removal from its original bed.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

3.01 BLASTING (Use of explosives for rock removal shall be used only with prior permission from both the Engineer and Owner.)

- A. General
 - 1. Handling of explosives and blasting shall be done only by experienced persons.

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2. Handling and blasting shall be in accordance with all Federal, State and local laws, rules and regulations relating to the possession, handling, storage and transportation and use of explosives.
 3. All blasts in open cut shall be properly covered and protected with approved blasting mats.
 4. Charges shall be of such size that the excavation will not be unduly large and shall be so arranged and timed that adjacent rock, upon or against which pipelines or structures are to be built, will not be shattered.
 5. Blasting will not be permitted within 25 feet of pipelines or structures.
 6. All existing pipes or structures exposed during excavation shall be adequately protected from damage before proceeding with the blasting.
 7. NFPA 495 - Code for Manufacture, Transportation, Storage and Use of Explosive Materials.
 8. Commonwealth of Kentucky Department of Mines and Minerals, Laws and Regulations Governing Explosives and Blasting.
- B. Repair of Damages Due to Blasting
1. Any injury or damage to the work or to existing pipes or structures shall be repaired or rebuilt by the Contractor at his expense.
 2. Whenever blasting may damage adjacent rock, pipes or structures, blasting shall be discontinued and the rock removed by drilling, barring, wedging or other methods.
- C. Explosives
1. At no time shall an excessive amount of explosives be kept at the site of the work. Such explosives shall be stored, handled and used in conformity with all applicable laws and regulations.
 2. Accurate daily records shall be kept showing the amounts of explosives on hand, both at the site and at any storage magazine, the quantities received and issued, and the purpose for which issued.
 3. The Contractor shall be responsible for any damage or injury to any persons, property or structures as a result of his handling, storage or use of explosives.
- D. Rock Clearance in Trenches
1. Ledge rock, boulders and large stones shall be removed from the sides and bottom of the trench to provide clearance for the specified embedment of each pipe section, joint or appurtenance; but in no instance shall the clearance be less than 6 inches. Additional clearance at the pipe bell or joint shall be provided to allow for the proper make-up of the joint.
 2. At the transition from an earth bottom to a rock bottom the minimum bottom clearance shall be 12 inches for a distance of not less than 5 feet.
- E. Rock Clearance at Structures

312317-3

1. Concrete for structures shall be placed directly on the rock and the excavation shall be only to the elevations and grades shown on the Contract Drawings.

3.02 EXCAVATION AND BACKFILL

- A. Rock removal and backfilling shall be performed in accordance with the applicable provisions of the Section entitled "Earthwork".
- B. The rock excavated which cannot be incorporated into the backfill material, as specified, shall be disposed of as spoil and shall be replaced with the quantity of acceptable material required for backfilling.

-END OF SECTION-

02226-1

SECTION 02226

TRENCHING, BACKFILLING AND COMPACTING

PART 1 GENERAL

1.01 SUMMARY

- A. This Section includes excavation and backfill as required for pipe installation or other construction in the trench, and removal and disposal of water, in accordance with the applicable provisions of the Section entitled "Earthwork" unless modified herein.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

3.01 EXCAVATION

- A. The trench excavation shall be located as shown on the Contract Drawings or as specified. Under ordinary conditions, excavation shall be by open cut from the ground surface. Where the depth of trench and soil conditions permit, tunneling may be required beneath cross walks, curbs, gutters, pavements, trees, driveways, railroad tracks and other surface structures. No additional compensation will be allowed for such tunneling over the price bid for open cut excavation of equivalent depths below the ground surface unless such tunnel excavation is specifically provided for in the Contract Documents.
- B. Trenches shall be excavated to maintain the depths as shown on the Contract Drawings or as specified for the type of pipe to be installed.
- C. The alignment and depth shall be determined and maintained by the use of a string line installed on batter boards above the trench, a double string line installed along side of the trench or a laser beam system.
- D. The minimum width of trench excavation shall be 6-inches on each side of the pipe hub for 21-inch diameter pipe and smaller and 12-inches on each side of the pipe hub for 24-inch diameter pipe and larger.
- E. Trenches shall not be opened for more than 300 feet in advance of pipe installation nor left unfilled for more than 100 feet in the rear of the installed pipe when work is in progress without the consent of the Engineer. Open trenches shall be protected and barricaded as required.
- F. Bridging across open trenches shall be constructed and maintained where required.

3.02 SUBGRADE PREPARATION FOR PIPE

- A. Where pipe is to be laid on undisturbed bottom of excavated trench, mechanical excavation shall not extend lower than the finished subgrade elevation at any point.
- B. Where pipe is to be laid on special granular material the excavation below subgrade shall be to the depth specified or directed. The excavation below subgrade shall be refilled with special granular material as specified or directed, shall be deposited in layers not to

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exceed 6 inches and shall be thoroughly compacted prior to the preparation of pipe subgrade.

- C. The subgrade shall be prepared by shaping with hand tools to the contour of the pipe barrel to allow for uniform and continuous bearing and support on solid undisturbed ground or embedment for the entire length of the pipe.
- D. Pipe subgrade preparation shall be performed immediately prior to installing the pipe in the trench. Where bell holes are required they shall be made after the subgrade preparation is complete and shall be only of sufficient length to prevent any part of the bell from becoming in contact with the trench bottom and allowing space for joint assembly.

3.03 STORAGE OF MATERIALS

- A. Traffic shall be maintained at all times in accordance with the applicable Highway Permits. Where no Highway Permit is required at least one-half of the street must be kept open for traffic.
- B. Where conditions do not permit storage of materials adjacent to the trench, the material excavated from a length as may be required, shall be removed by the Contractor, at his cost and expense, as soon as excavated. The material subsequently excavated shall be used to refill the trench where the pipe had been built, provided it be of suitable character. The excess material shall be removed to locations selected and obtained by the Contractor.
 - 1. The Contractor shall, at his cost and expense, bring back adequate amounts of satisfactory excavated materials as may be required to properly refill the trenches.
- C. If directed by the Engineer, the Contractor shall refill trenches with select fill or other suitable materials and excess excavated materials shall be disposed of as spoil.

3.04 REMOVAL OF WATER AND DRAINAGE

- A. The Contractor shall at all times provide and maintain proper and satisfactory means and devices for the removal of all water entering the trench, and shall remove all such water as fast as it may collect, in such manner as shall not interfere with the prosecution of the work.
- B. The removal of water shall be in accordance with the Section entitled "Earthwork".

3.05 PIPE EMBEDMENT

- A. All pipe shall be protected from lateral displacement and possible damage resulting from superimposed backfill loads, impact or unbalanced loading during backfilling operations by being adequately embedded in suitable pipe embedment material. To ensure adequate lateral and vertical stability of the installed pipe during pipe jointing and embedment operations, a sufficient amount of the pipe embedment material to hold the pipe in rigid alignment shall be uniformly deposited and thoroughly compacted on each side, and back of the bell, of each pipe as laid.
- B. Concrete cradle and encasement of the class specified shall be installed where and as shown on the Contract Drawings or ordered by the Engineer. Before any concrete is placed, the pipe shall be securely blocked and braced to prevent movement or flotation. The concrete cradle or encasement shall extend the full width of the trench as excavated

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unless otherwise authorized by the Engineer. Where concrete is to be placed in a sheeted trench it shall be poured directly against sheeting to be left in place or against a bond-breaker if the sheeting is to be removed.

- C. Embedment materials placed above the centerline of the pipe or above the concrete cradle to a depth of 12 inches above the top of the pipe barrel shall be deposited in such manner as to not damage the pipe. Compaction shall be as required for the type of embedment being installed.

3.06 BACKFILL ABOVE EMBEDMENT

- A. The remaining portion of the pipe trench above the embedment shall be refilled with suitable materials compacted as specified.
 - 1. Where trenches are within the ditch-to-ditch limits of any street or road or within a driveway or sidewalk, or shall be under a structure, the trench shall be refilled in horizontal layers not more than 8 inches in thickness, and compacted to obtain 95% maximum density, and determined as set forth in the Section entitled "Earthwork".
 - 2. Where trenches are in open fields or unimproved areas outside of the ditch limits of roads, the backfilling may be by placing the material in the trench and mounding the surface.
 - 3. Hand tamping shall be required around buried utility lines or other subsurface features that could be damaged by mechanical compaction equipment.
- B. Backfilling of trenches beneath, across or adjacent to drainage ditches and water courses shall be done in such a manner that water will not accumulate in unfilled or partially filled trenches and the backfill shall be protected from surface erosion by adequate means.
 - 1. Where trenches cross waterways, the backfill surface exposed on the bottom and slopes thereof shall be protected by means of stone or concrete rip-rap or pavement.
- C. All settlement of the backfill shall be refilled and compacted as it occurs.

-END OF SECTION-

SECTION 312500

SLOPE PROTECTION AND EROSION CONTROL

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. The Contractor shall do all work and take all measures necessary to control soil erosion resulting from construction operations, shall prevent the flow of sediment from the construction site, and shall contain construction materials (including excavation and backfill) within his protected working area so as to prevent damage to adjacent property.
- B. The Contractor shall not employ any construction method that violates a rule, regulation, guideline or procedure established by Federal, State or local agencies having jurisdiction over the environmental effects of construction. The Contractor shall be responsible for obtaining all associated permits.
- C. Pollutants such as chemicals, fuels, lubricants, bitumen, raw sewage and other harmful waste shall not be discharged into or alongside of any body of water or into natural or man-made channels leading thereto.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Temporary Slope Protection and Erosion Control:

Bales may be hay or straw, and shall be reasonably clean and free of noxious weeds and deleterious materials. Filter fabric for sediment traps shall be of suitable materials acceptable to the Engineer.
- B. Permanent Slope Protection and Erosion Control:

On slopes 2H:1V and steeper, and where shown on the drawings place Type A Dumped Rock Fill with a 24-inch minimum thickness over non-woven geotextile filter fabric.

PART 3 - EXECUTION

3.01 METHODS OF CONSTRUCTION

- A. The Contractor shall use any of the acceptable methods necessary to control soil erosion and prevent the flow of sediment to the maximum extent possible. These methods shall include, but not be limited to, the use of water diversion structures, diversion ditches and settling basins.
- B. Construction operations shall be restricted to the areas of work indicated on the Drawings and to the area which must be entered for the construction of temporary or permanent facilities. The Engineer has the authority to limit the surface area of erodible earth material exposed by clearing and grubbing, excavation, borrow and fill operations and to direct the Contractor to provide immediate permanent or temporary pollution control measures to prevent contamination of the wetlands and adjacent watercourses. Such work may involve the construction of temporary berms, dikes, dams, sediment basins, slope drains, and use of temporary mulches, mats, or other control devices or methods as necessary to control erosion.

- C. Excavated soil material shall not be placed adjacent to the wetlands or watercourses in a manner that will cause it to be washed away by high water or runoff. Earth berms or diversions shall be constructed to intercept and divert runoff water away from critical areas. Diversion outlets shall be stable or shall be stabilized by means acceptable to the Engineer. If for any reason construction materials are washed away during the course of construction, the Contractor shall remove those materials from the fouled areas as directed by the Engineer.
- D. For work within easements, all materials used in construction such as excavation, backfill, roadway, and pipe bedding and equipment shall be kept within the limits of the easements.
- E. The Contractor shall not pump silt-laden water from trenches or other excavations into the wetlands, or adjacent watercourses. Instead, silt-laden water from his excavations shall be discharged within areas surrounded by baled hay or into sediment traps to ensure that only sediment-free water is returned to the watercourses. Damage to vegetation by excessive watering or silt accumulation in the discharge area shall be avoided.
- F. Prohibited construction procedures include, but are not limited to, the following:
 - 1. Dumping of spoil material into any streams, wetlands, surface waters, or unspecified locations.
 - 2. Indiscriminate, arbitrary, or capricious operation of equipment in wetlands or surface waters.
 - 3. Pumping of silt-laden water from trenches or excavations into surface waters, or wetlands.
 - 4. Damaging vegetation adjacent to or outside of the construction area limits.
 - 5. Disposal of trees, brush, debris, paints, chemicals, asphalt products, concrete curing compounds, fuels, lubricants, insecticides, washwater from concrete trucks or hydroseeders, or any other pollutant in wetlands, surface waters, or unspecified locations.
 - 6. Permanent or unauthorized alteration of the flow line of any stream.
 - 7. Open burning of debris from the construction work.
- G. Any temporary working roadways required shall be clean fill approved by the Engineer. In the event fill is used, the Contractor shall take every precaution to prevent the fill from mixing with native materials of the site. All such foreign fill materials shall be removed from the site following construction.

3.02 EROSION CHECKS

The Contractor shall furnish and install baled hay or straw erosion checks in all locations indicated on the Drawings, surrounding the base of all deposits of stored excavated material outside of the disturbed area, and where indicated by the Engineer. Checks, where indicated on the Drawings, shall be installed immediately after the site is cleared and before trench excavation is begun at the location indicated. Checks located surrounding stored material shall be located approximately 6 ft. from that material. Bales shall be held in place with two 2 in. by 2 in. by 3 ft. wooden stakes. Each bale shall be butted tightly against the adjoining bale to preclude short circuiting of the erosion check.

- END OF SECTION -

SECTION 312500

SLOPE PROTECTION AND EROSION CONTROL

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. The Contractor shall do all work and take all measures necessary to control soil erosion resulting from construction operations, shall prevent the flow of sediment from the construction site, and shall contain construction materials (including excavation and backfill) within his protected working area so as to prevent damage to adjacent property.
- B. The Contractor shall not employ any construction method that violates a rule, regulation, guideline or procedure established by Federal, State or local agencies having jurisdiction over the environmental effects of construction. The Contractor shall be responsible for obtaining all associated permits.
- C. Pollutants such as chemicals, fuels, lubricants, bitumen, raw sewage and other harmful waste shall not be discharged into or alongside of any body of water or into natural or man-made channels leading thereto.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Temporary Slope Protection and Erosion Control:

Bales may be hay or straw, and shall be reasonably clean and free of noxious weeds and deleterious materials. Filter fabric for sediment traps shall be of suitable materials acceptable to the Engineer.
- B. Permanent Slope Protection and Erosion Control:

On slopes 2H:1V and steeper, and where shown on the drawings place Type A Dumped Rock Fill with a 24-inch minimum thickness over non-woven geotextile filter fabric.

PART 3 - EXECUTION

3.01 METHODS OF CONSTRUCTION

- A. The Contractor shall use any of the acceptable methods necessary to control soil erosion and prevent the flow of sediment to the maximum extent possible. These methods shall include, but not be limited to, the use of water diversion structures, diversion ditches and settling basins.
- B. Construction operations shall be restricted to the areas of work indicated on the Drawings and to the area which must be entered for the construction of temporary or permanent facilities. The Engineer has the authority to limit the surface area of erodible earth material exposed by clearing and grubbing, excavation, borrow and fill operations and to direct the Contractor to provide immediate permanent or temporary pollution control measures to prevent contamination of the wetlands and adjacent watercourses. Such work may involve the construction of temporary berms, dikes, dams, sediment basins, slope drains, and use of temporary mulches, mats, or other control devices or methods as necessary to control erosion.

- C. Excavated soil material shall not be placed adjacent to the wetlands or watercourses in a manner that will cause it to be washed away by high water or runoff. Earth berms or diversions shall be constructed to intercept and divert runoff water away from critical areas. Diversion outlets shall be stable or shall be stabilized by means acceptable to the Engineer. If for any reason construction materials are washed away during the course of construction, the Contractor shall remove those materials from the fouled areas as directed by the Engineer.
- D. For work within easements, all materials used in construction such as excavation, backfill, roadway, and pipe bedding and equipment shall be kept within the limits of the easements.
- E. The Contractor shall not pump silt-laden water from trenches or other excavations into the wetlands, or adjacent watercourses. Instead, silt-laden water from his excavations shall be discharged within areas surrounded by baled hay or into sediment traps to ensure that only sediment-free water is returned to the watercourses. Damage to vegetation by excessive watering or silt accumulation in the discharge area shall be avoided.
- F. Prohibited construction procedures include, but are not limited to, the following:
 - 1. Dumping of spoil material into any streams, wetlands, surface waters, or unspecified locations.
 - 2. Indiscriminate, arbitrary, or capricious operation of equipment in wetlands or surface waters.
 - 3. Pumping of silt-laden water from trenches or excavations into surface waters, or wetlands.
 - 4. Damaging vegetation adjacent to or outside of the construction area limits.
 - 5. Disposal of trees, brush, debris, paints, chemicals, asphalt products, concrete curing compounds, fuels, lubricants, insecticides, washwater from concrete trucks or hydroseeders, or any other pollutant in wetlands, surface waters, or unspecified locations.
 - 6. Permanent or unauthorized alteration of the flow line of any stream.
 - 7. Open burning of debris from the construction work.
- G. Any temporary working roadways required shall be clean fill approved by the Engineer. In the event fill is used, the Contractor shall take every precaution to prevent the fill from mixing with native materials of the site. All such foreign fill materials shall be removed from the site following construction.

3.02 EROSION CHECKS

The Contractor shall furnish and install baled hay or straw erosion checks in all locations indicated on the Drawings, surrounding the base of all deposits of stored excavated material outside of the disturbed area, and where indicated by the Engineer. Checks, where indicated on the Drawings, shall be installed immediately after the site is cleared and before trench excavation is begun at the location indicated. Checks located surrounding stored material shall be located approximately 6 ft. from that material. Bales shall be held in place with two 2 in. by 2 in. by 3 ft. wooden stakes. Each bale shall be butted tightly against the adjoining bale to preclude short circuiting of the erosion check.

- END OF SECTION -

DIVISION 32
EXTERIOR IMPROVEMENTS

329200-1

SECTION 329200
TURF & GRASSES

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. Provide all labor, materials, equipment, and services required for seeding of all disturbed areas caused by construction activities and for installation of sod where indicated on the Contract Drawings or specified herein.

1.02 RELATED DOCUMENTS

- A. Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to Work of this Section.
- B. SECTION 312000 – EARTH MOVING

1.03 MAINTENANCE

- A. Maintenance shall begin immediately following the last operation of installation for each portion of lawn.
- B. Lawns shall be maintained by watering, mowing, and for resodding for a period of forty-five (45) days. At the end of this period an inspection will be made and any deficiencies, which may be attributable to the Contractor, will be noted in writing. At this time, the Owner will assume the maintenance. Another inspection will be made at the beginning of the next planting season, and any of the previously noted deficiencies still existing shall be repaired by the Contractor.

1.04 INSPECTION FOR ACCEPTANCE

- A. The Inspection of the Work:
 - 1. The inspection of the work of lawns to determine the completion of contract work exclusive of the possible replacement of plants, will be made by the Architect/Engineer upon written notice requesting such inspection submitted by the Contractor at least ten (10) days prior to the anticipated date.
- B. Acceptance:
 - 1. After inspection, the Contractor will be notified in writing by the Owner of acceptance of all work of this Section, exclusive of the possible replacement of plants subject to guaranty, or if there are any deficiencies of the requirements of completion of the Work.

PART 2 - PRODUCTS

2.01 WATER

- A. Water used in this work shall be suitable for irrigation and free from ingredients harmful to plant life.

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- B. Hose and other watering equipment required for the Work shall be furnished by the Contractor.

2.02 TOPSOIL

- A. The Contractor shall furnish and place sufficient topsoil for the seeding and installation of sod.

2.03 FERTILIZER

- A. Commercial fertilizer for lawn areas shall be complete fertilizer, formula 10-10-10, for lawns and shall conform to the applicable state fertilizer laws. Fertilizer shall be uniform in composition, dry and free flowing and shall be delivered to the site in the original, unopened containers, each bearing the manufacturer's guarantee analysis. Any fertilizer which becomes caked or otherwise damaged making it unsuitable for use will not be accepted.
- B. Fertilizer shall be applied at the rate of 25 pounds per 1,000 square feet.

2.04 GRASS SEED

- A. The seed mixture to be sown shall be in the following proportions:

<u>Common Name</u>	<u>Proportion By Weight</u>	<u>% of Purity</u>	<u>% of Germination</u>
Fine Lawn Fescue	40	90	85
Chewings Fescue	25	90	85
Italian Rye Grass	20	90	85
Red Top	10	90	85
White Clover	5	95	90

- B. All seed shall be fresh and clean and shall be delivered mixed, in unopened packages, bearing a guaranteed analysis of the seed mixture.
- C. Germination must be certified to conform to the following minimums:

Purity	90%
Germination	85%

2.05 SOD

- A. Sod shall be at least 70% Bluegrass, strongly rooted and free of pernicious weeds.
- B. It shall be mowed to a height not to exceed 3" before lifting, and shall be of uniform thickness with not over 1-1/2" or less than 1" of soil.

2.06 MULCH

- A. Mulch for seeded areas shall be Conwed Hydro Mulch, Silva-Fiber, or equal. It shall be suitable for use in a water slurry or for application with hydraulic equipment.

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- B. Clean straw is acceptable as mulch. It shall be spread at the rate of one (1) bale per 1,000 feet (approximately 2 inch loose depth).
- C. Mulch on slopes greater than 1: 3 shall be held in place with erosion control netting.
- D. Mulch on areas subject to surface water run-off or in drainage ditches shall be held in place with erosion control netting.

PART 3 - EXECUTION

3.01 TIME OF PLANTING

- A. Planting operations shall be conducted under favorable weather conditions during seasons which are normal for such work as determined by accepted practice in the locality of the project. At the option and on full responsibility of the Contractor, planting operations may be conducted under unseasonable conditions without additional compensation.

3.02 LAWNS

- A. Areas to be sodded are designated on the Drawings. All other lawn areas, including areas of cut and fill and where existing ground has been disturbed by construction operations shall be seeded.
- B. Fertilizer:
 - 1. Fertilizer shall be applied at the rate of 25 pounds per 1,000 square feet to the lawn area being prepared for planting and mixed lightly into the top few inches of topsoil. Fertilizer may be mixed with and distributed with grass seed.
- C. Planting of Lawns:
 - 1. Sowing of Seed:
 - a. Immediately before any seed is to be sown, the ground shall be scarified as necessary, and shall be raked until the surface is smooth, friable and of uniformly fine texture. Lawn areas shall be seeded evenly with a mechanical spreader at the rate of 4 pounds per 1,000 square feet of area, lightly raked, rolled with a 200-pound roller and watered with a fine spray. The method of seeding may be varied at the discretion of the Contractor on his own responsibility to establish a smooth, uniform turf composed of the grasses specified. The sowing of seed shall be done only within the season extending from March 1st to May 15th and from September 1st to October 15th, unless other seasons may be approved by the Owner.
 - 2. Laying of Sod:
 - a. Before any sod is laid, all soft spots and inequalities in grade shall be corrected. Fertilizer spread shall be raked in. Sod shall be laid so that no voids occur, tamped or rolled and then thoroughly watered. The complete sodded surface shall be true to finished grade, even and firm at all points. Sodding shall be done only within the seasons extending from

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March 1st to May 15th and from September 1st to October 15th, unless other seasons may be approved by the Owner.

3. Sod on Slopes:
 - a. Sod on slopes 2 to 1 or steeper shall be held in place by wooden pins about 1-inch square and about 6 inches long driven through the sod into the soil until they are flush with the top of the sod, or by other approved methods for holding the sod in place.
4. Mulching:
 - a. All seeded areas are to be mulched with Conwed Hydro Mulch, Silva-Fiber, or equal, or with clean straw as specified under PRODUCTS. Mulch shall be applied at the rate of 1,500 pounds per acre. It may be applied with hydraulic equipment or may be added to the water slurry in a hydraulic seeder and the seeding and mulching combined in one operation. Clean straw may be spread by hand to cover the seeded areas at a depth of two (2) inches. Erosion control netting shall be installed and anchored per manufacturer's instructions in areas of slopes, ditches, or surface water runoff.

3.03 CLEAN UP

- A. All soil, peat or similar material which has been brought over paved areas by hauling operations or otherwise, shall be removed promptly, keeping these areas clean at all times. Upon completion of the planting all excess soil, stone and debris which have not previously been cleaned up shall be removed from the site or disposed of as directed by the Owner. All lawns shall be prepared for final inspection.

3.04 OTHER WORK

- A. The Contractor also shall be responsible for the repair of any damage caused by his activities or those of his subcontractors, such as the storage of topsoil or other materials, operations or equipment, or other usages to all on-site areas outside the contract limits. Such repair operations shall include any regrading, seeding or other work necessary to restore such areas to an acceptable condition.

3.05 QUALITY CONTROL

- A. Areas seeded shall be protected until a uniform stand develops, when it will be accepted and the Contractor relieved of further responsibility for maintenance. Displaced mulch shall be replaced or any damage to the seeded area shall be repaired promptly, both in a manner to cause minimum disturbance to the existing stand of grass. If necessary to obtain a uniform stand, the Contractor shall refertilize, reseed and remulch as needed. Scattered bare spots up to one (1) square yard in size will be allowed up to a maximum of 10 percent of any area.

- END OF SECTION -

DIVISION 33
UTILITIES

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SECTION 330507
BORING AND JACKING

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. Provide all labor, materials, equipment and services required to furnish and install all bored and jacked carrier pipes in encasement pipes under railroad and highway crossings as shown on the Drawings and/or specified herein.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. SECTION 312000 – EARTH MOVING
- B. SECTION 312213 – ROUGH GRADING
- C. SECTION 331413 – WATER DISTRIBUTION PIPING

1.03 SUBMITTALS

- A. Descriptive literature, catalog cuts, and dimensional prints clearly indicating all dimensions and materials of construction, shall be submitted on all items specified herein to the Engineer for review before ordering.
- B. At the time of submission, the Contractor shall, in writing, call the Engineer's attention to any deviations that the submittals may have from the requirements of the Contract Drawings and Specifications.
- C. Comply with all requirements of DIVISION 01.

1.04 EXISTING CONDITIONS

- A. The existing piping and other utilities shown on the Contract Drawings is based on the best available information. The Engineer makes no guarantee as to the accuracy of the locations or type of piping or utility depicted. All new piping which ties into existing lines must be made compatible with that piping.
- B. So that piping conflicts may be avoided, Contractor shall locate the utility (vertically & horizontally) well ahead of the pipe laying operation to confirm exact locations of existing piping before installing any new piping.
- C. Contractor shall provide all fittings and adapters necessary to complete all connections to existing piping.

PART 2 - PRODUCTS

2.01 CARRIER PIPE

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- A. Carrier pipe shall be as specified in the applicable Division 33 section unless otherwise noted.

2.02 CASING PIPE

- A. Casing pipe shall be steel, plain end, have a minimum yield point strength of 35,000 psi and conform to ASTM A 252 Grade 2 or ASTM A 139 Grade B without hydrostatic tests. The steel pipe shall have welded joints and be in at least 18 foot lengths.
- B. The diameter of the casing pipe shall be as follows:

Carrier Pipe Nominal Diameter (Inches)																
4	6	8	10	12	14	15	16	18	20	21	22	24	27	30	33	36
Casing Pipe Nominal Diameter (Inches)																
10	12	16	18	20	22	24	30	33	36	38	42	48	54	60	66	72

For carrier pipe sizes greater than 36-inches nominal diameter, the casing pipe diameter size shall be determined by the Engineer or as shown on the Contract Drawings.

- C. The wall thickness of the casing pipe shall be as follows:

Casing Pipe Nominal Diameter (Inches)								
Under 20	20 & 22	24	30	36	38	42	48	50
Casing Pipe Nominal Thickness (Inches)								
.375"	.375"	.375"	.406"	.469"	.500"	.562"	.625"	.656"

However, should casing pipe thickness be specified or required on Highway or Railroad permit approval sheets, said permit thickness requirement shall govern. Permit approval sheets will be made available to the Contractor.

2.3 CASING SPACERS

- A. **Stainless Steel Casing Spacers:** Stainless steel casing spacers shall be bolt-on style with a shell made in two (2) sections of heavy T-304 stainless steel. Connecting flanges shall be ribbed for extra strength. The shell shall be lined with a PVC liner .090" thick with 85-90 durometer. All nuts and bolts are to be 18-8 stainless steel. Runners shall be made of ultra high molecular weight polymer with inherent high abrasion resistance and a low coefficient of friction. Runners shall be supported by risers made of heavy T-304 stainless steel. The supports shall be mig welded to the shell and all welds shall be fully passivated. Stainless steel casing spacers shall be made by Cascade Waterworks Mfg. Co., or equal.
- B. **Solid Polyethylene Casing Spacers (to be used with PVC pipe only):** Solid polyethylene casing spacers shall be bolt-on style with a shell made in two (2) sections. Carrier pipe shall be wrapped with rubber strap inside casing space to prevent slippage. All nuts and bolts are to be 18-8 stainless steel. Solid polyethylene casing spacers shall be made by Calpico Inc., Advance Products & Systems, Inc., or equal.

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2.04 CASING END SEALS

- A. Wrap-around end seals - Wrap-around end seals shall be made of a waterproof flexible coal tar membrane reinforced with fiberglass, or synthetic rubber. The two exposed edges of the wrap-around seal shall be adhesively bonded forming a watertight seal. The ends of the wrap shall be sealed on the casing and carrier pipe by stainless steel bands. Wrap-around end seals shall be made by Calpico Inc., Advance Products & Systems, Inc., or equal.
- B. Upon approval the by Engineer, in lieu of wrap-around end seals, each end of the casing pipe and the carrier pipe shall be wrapped with two (2) layers of roofing felt.

PART 3 - EXECUTION

3.01 CROSSINGS - GENERAL

- A. Where designated on the drawings, crossings beneath state maintained roads, not to be disturbed shall be accomplished by boring and jacking a casing pipe.
- B. Steel casing pipe for crossings shall be bored and/or jacked (or open cut installed where indicated on the Drawings) into place to the elevations shown on the drawings. All joints between lengths shall be solidly butt-welded with a smooth non-obstructing joint inside. The casing pipe shall be installed without bends. The carrier pipe shall be installed after the casing pipe is in place, and shall extend a minimum of two (2) feet beyond each end of the casing to facilitate making joint connections. The carrier shall be braced and centered with casing spacers within the casing pipe to preclude possible flotation. Casing spacers shall be installed a maximum of eight (8) feet apart along the length of the carrier pipe within the casing pipe, within two (2) feet of each side of a pipe joint, and the rest evenly spaced. The height of the supports and runners combined shall be sufficient to keep the carrier pipe at least 0.75" from the casing pipe wall at all times. Manufacturer's recommendations may govern these requirements.
- C. At each end of the casing pipe, the carrier pipe shall be sealed with casing end seals. The end seals shall extend a minimum of 12 inches in each direction from the end of the casing pipe.
- D. Wood skids are not an acceptable method of supporting the carrier pipe.

3.02 BORING AND JACKING

- A. The Contractor shall excavate his own pits, as he may deem necessary, and will set his own line and grade stakes which shall be checked by the Engineer. Permits, as required, will be furnished or obtained by the Owner, but shall be in the Contractor's hands before any excavating is commenced.
- B. The boring method shall consist of pushing the pipe into the earth with a boring auger rotating within the pipe to remove the spoil.
 - 1. The front of the pipe shall be provided with mechanical arrangements or devices that will positively prevent the auger from leading the pipe so that there will be no unsupported excavation ahead of the pipe.

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2. The auger and cutting head arrangement shall be removable from within the pipe in the event an obstruction is encountered. If the obstruction cannot be removed without excavation in advance of the pipe, the pipe shall be abandoned in place and immediately filled with grout.
 3. The over-cut by the cutting head shall not exceed the outside diameter of the pipe by more than 2 inch. If voids should develop or if the bored hole diameter is greater than the outside diameter of the pipe by more than approximately 1 inch, grouting or other approved methods must be used to fill such voids.
 4. The face of the cutting head shall be arranged to provide a reasonable obstruction to the free flow of soft or poor material.
 5. Any method which does not have this boring arrangement will not be permitted. Contractor's boring arrangement plans and methods must be submitted to, and approved by, the Engineer.
- C. In the event an obstruction is encountered in boring which cannot be removed and it becomes necessary to withdraw the casing and commence elsewhere, the hole from which the casing is withdrawn shall be completely backfilled with coarse sand rammed in.
- D. Insurance to be furnished by the Contractor to cover this type of work shall be adequate to meet the requirements of the Railroad and/or State or County Highway Departments. Insurance shall consist of comprehensive general liability and automobile liability insurance.
- E. Before award of the contract, the Contractor shall furnish a statement of his experience of such work, or if inexperienced, shall advise the Owner as to whom he will sublet the work and give a statement of the experience of the subcontractor, which shall be satisfactory to the Owner.

3.03 CONTRACTOR'S RESPONSIBILITIES

- A. Obtain a copy of the Highway Encroachment and/or Railroad Permit before beginning construction.
- B. Attend a preconstruction meeting at the construction site with the City Inspector, Railroad Inspector, Highway Inspector Engineer, and Contractor being present.

- END OF SECTION -

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SECTION 331413
WATER DISTRIBUTION PIPING

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. Provide all labor, materials, equipment and services required for furnishing and installing all piping and appurtenances specified herein.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. SECTION 331419 – VALVES & HYDRANTS

1.03 SUBMITTALS

- A. A notarized certification shall be furnished for all pipe and fittings that verifies compliance with all applicable specifications.
- B. The requirement for this certification does not eliminate the need for shop drawings submittals in compliance with DIVISION 01.

1.04 EXISTING CONDITIONS

- A. The existing piping shown on the Contract Drawings is based on the best available information. The Engineer makes no guarantee as to the accuracy of the locations or type of piping depicted. All new piping which ties into existing lines must be made compatible with that piping.
- B. So that piping conflicts may be avoided, Contractor shall open up his trench well ahead of the pipe laying operation to confirm exact locations of existing piping before installing any new piping.
- C. Contractor shall provide all fittings and adapters necessary to complete all connections to existing piping.

1.05 UTILITY LINE ACTIVITIES COVERED UNDER NATIONWIDE PERMIT # 12

- A. All activities involving utility line construction covered under the US Army Corps of Engineers NATIONWIDE PERMIT # 12 shall meet the following conditions:
 - 1. Utility Line Activities. Activities required for the construction, maintenance, repair, and removal of utility lines and associated facilities in waters of the United States, provided the activity does not result in the loss of greater than 1/2-acre of waters of the United States for each single and complete project. Utility lines: This NWP authorizes the construction, maintenance, or repair of utility lines, including outfall and intake structures, and the associated excavation, backfill, or bedding for the utility lines, in all waters of the United States, provided there is no change in pre-construction contours. This NWP also authorizes temporary structures, fills, and work necessary to conduct the utility line activity.
 - 2. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures,

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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. 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.

3. Notification: The permittee must submit a pre-construction notification to the US Army Corps district engineer prior to commencing the activity if any of the following criteria are met: (1) The activity involves mechanized land clearing in a forested wetland for the utility line right-of-way; (2) a section 10 permit is required; (3) the utility line in waters of the United States, excluding overhead lines, exceeds 500 feet; (4) the utility line is placed within a jurisdictional area (i.e., water of the United States), and it runs parallel to or along a stream bed that is within that jurisdictional area; (5) discharges that result in the loss of greater than 1/10-acre of waters of the United States; (6) permanent access roads are constructed above grade in waters of the United States for a distance of more than 500 feet; or (7) permanent access roads are constructed in waters of the United States with impervious materials.

- B. All activities involving utility line construction covered under KENTUCKY GENERAL CERTIFICATION of Nationwide Permit # 12 shall meet the following conditions:

The general Water Quality Certification applies to surface waters of the Commonwealth as defined in 401KAR10:001 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.

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. This general water quality certification does not authorize the installation of utility lines in a linear manner within the stream channel or below the top of the stream bank.
4. For a single crossing, impacts from the construction and maintenance corridor in surface waters shall not exceed 50 feet of bank disturbance.
5. This general certification shall not apply to nationwide permits issued for individual crossings which are part of a larger utility line project where the total cumulative impacts from a single and complete linear project exceed 1/2 acre of wetlands or 300 linear feet of surface waters. Cumulative impacts include utility line crossings, permanent or temporary access roads, headwalls, associated bank stabilization areas, substations, pole or tower foundations, maintenance corridor, and staging areas.
6. Stream impacts under Conditions 4 and 5 of this certification are defined as the length of bank disturbed. For the utility line crossing and roads, only one bank length is used in calculation of the totals.

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7. Stream impacts covered under this General Water Quality Certification and undertaken by those persons defined as an agricultural operation under the Agricultural Water Quality Act must be completed in compliance with the Kentucky Agricultural Water Quality Plan (KWQP).
8. 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.
9. Activities that do not meet the conditions of this General Water Quality Certification require an Individual Section 401 Water Quality Certification.
10. Blasting of stream channels, even under dry conditions, is not allowed under this general water quality certification.
11. Utility lines placed parallel to the stream shall be located at least 50 feet from an intermittent or perennial stream, measured from the top of the stream bank. The cabinet may allow construction within the 50 foot buffer if avoidance and minimization efforts are shown and adequate methods are utilized to prevent soil from entering the stream.
12. Utility line stream crossings shall be constructed by methods that maintain flow and allow for a dry excavation. Water pumped from the excavation shall be contained and allowed to settle prior to re-entering the stream. Excavation equipment and vehicles shall operate outside of the flowing portion of the stream. Spoil material from the excavation shall not be allowed to enter the flowing portion of the stream.
13. The activities shall not result in any permanent changes in pre-construction elevation contours in surface waters or wetlands or stream dimension, pattern or profile.
14. Utility line activities which impact wetlands shall not result in conversion of the area to non-wetland status. Mechanized land clearing of forested wetlands for the installation or maintenance of utility lines is not authorized under this certification.
15. Activities qualifying for coverage under this General Water Quality Certification are subject to the following conditions:
 - a. 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.
 - b. 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.

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- c. Measures shall be taken to prevent or control spills of fuels, lubricants, or other toxic materials used in construction from entering the watercourse.
- d. Removal of riparian vegetation shall be limited to that necessary for equipment access.
- e. To the maximum extent practicable, all in-stream work under this certification shall be performed under low-flow conditions.
- f. 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.
- g. 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.
- h. 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.
- i. 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.

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

1.06 CONSTRUCTION IN A FLOODPLAIN

- A. No material shall be placed in the stream or in the flood plain to form construction pads, coffer dams, access roads, etc. unless prior approval has been obtained from the Environmental and Public Protection Cabinet.
- B. The trench shall be backfilled as closely as possible to the original contour. All excess material from construction of the trench shall be disposed of outside the flood plain unless the applicant has received prior approval from the Cabinet to fill within the flood plain.

PART 2 - PRODUCTS

2.01 POLYVINYL CHLORIDE PLASTIC (PVC) PIPE

- A. AWWA C-900
 - 1. 4-inch through 12-inch - PVC plastic pipe shall conform to ANSI/AWWA C-900, DR 18 pressure class 235. PVC pipe shall have a maximum laying length of 20 feet, with bell end and elastomeric gasket, and with plain end for cast-iron or ductile-iron fittings. Elastomeric gasket shall conform with the requirements of ASTM F-477. The seal of the National Sanitation Foundation Testing Laboratory must appear on each pipe
- B. CLASS 200 & 250
 - 1. Polyvinyl chloride (PVC) pipe for water mains shall be Class 200 (SDR 21) or Class 250 (SDR 17) PVC pressure rated pipe as shown on the Drawings or indicated in

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the proposal form with either twin gasket joints or integral bell joints with rubber O-ring seals.

2. All PVC pipe shall conform to the latest revisions of ASTM D-1784 (PVC Compounds), ASTM D-2241 (PVC Plastic Pipe, SDR) and ASTM D-2672 (Bell-End PVC Pipe). Rubber gasketed joints shall conform to ASTM D-3139. The gaskets for the PVC pipe joint shall conform to ASTM F-477 and D-1869.
 3. Couplings shall be furnished by the pipe manufacturer and shall accommodate the pipe for which they are used. Rubber gasket joints shall provide adequate expansion to allow for a 50 degree change in temperature on one length of pipe. Lubrication for rubber connected couplings shall be water soluble, non-toxic, be non-objectionable in taste and odor and have no deteriorating affect on the PVC or rubber gaskets and shall be as supplied by the pipe manufacturer. Couplings shall conform to ASTM D-3139; SDR-21, 200 psi.
 4. All pipe and couplings shall bear identification markings that will remain legible during normal handling, storage and installation, which have been applied in a manner that will not reduce the strength of the pipe or coupling or otherwise damage them. Pipe and coupling markings shall include the normal size and OD base, material code designation, dimension ratio number, ASTM Pressure Class, ASTM designation number for this standard, manufacturer's name or trademark, seal (mark) of the testing agency that verified the suitability of the pipe material for potable-water service. Each marking shall be applied at intervals of not more than 5 feet for the pipe and shall be marked on each coupling.
- C. Fittings shall be pressure class 350 ductile iron and have mechanical-joints or push-on joints in accordance with ANSI/AWWA C110/A21.10, latest revision, and shall conform to the details and dimensions shown therein. Fittings shall have interior cement-mortar lining as specified hereinbefore for the pipe. Compact ductile iron fittings meeting the requirements of ANSI/AWWA C153/A21.53, latest revision, will also be acceptable.
- D. The basis of acceptance of PVC plastic water main pipe will be a written, notarized certification, accompanied by a copy of test results, that the pipe and pipe material has been sampled, tested and inspected in accordance with the designated standard specifications. These certifications shall be obtained from the manufacturer and delivered to the Engineer's or Owner's representative on the project site. A sufficient number of tests and certifications shall be made so as to be representative of the complete project. Copies of the test results shall be kept on file by the manufacturer and shall be available for review by the Engineer or Owner upon request.
- E. Pipe shall be visually inspected on the project site for proper markings which shall include manufacturer's name or trademark, nominal pipe size, pressure rating for water at 73.4 degrees F., plastic pipe material designation code (e.g. PVC 1120), dimension ratio, AWWA or ASTM designation and pressure class with which the pipe complies, and the National Sanitation Foundation NSF 14 Seal of Approval for drinking water.

2.02 DUCTILE IRON PIPE (D.I.P.)

- A. AWWA C150/AWWA C151
1. Ductile iron pipe (D.I.P.) shall conform to ANSI/AWWA C150/A21.50, ANSI/AWWA C151/A21.51 Standard. The pipe shall conform to thickness class 350 unless noted otherwise. All pipe, fittings and joints should be capable of accommodating pressure up to 350 psi. Joint restraints required. SEE SECTION 012500 PRODUCTS & SUBSTITUTIONS.

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2. All pipe shall be tar coated outside and shall receive a standard cement lining with bituminous seal coat on the inside in accordance with ASA Specification A21.40 (AWWA-C104).
3. Cement mortar lining and seal coating for pipe where applicable, shall be in accordance with ANSI/AWWA C104/A21.4. Bituminous outside coating shall be in accordance with ANSI/AWWA C151/A21.51 for pipe and ANSI/AWWA C110/A21.10 for fittings.
4. No separate pay item has been established for fittings and no determination of the number of fittings required on the job has been made. The Contractor, during the bidding phase, shall determine the number of fittings required on the job and include the cost of the fittings and installation in the unit price for pipe.
5. Push-on type joints shall be single rubber gasket, with cast gasket socket and recessed bell with a tapered annular opening and flared socket and shall conform to ANSI/AWWA C111/A21.11. Plain spigot ends shall be suitably beveled to permit easy entry into the bell, centering and compressing the gasket.
6. Ductile iron flanged joint pipe shall conform to ANSI/AWWA C115/A 21.15 Standard and have a Class of 350. The pipe shall have a rated working pressure of 350 psi with Class 125 flanges. Gaskets shall be ring gaskets with a thickness of 1/8-inch. Flange bolts shall conform to ANSI B16.1.
7. Flanged fittings shall meet all requirements of ANSI/AWWA C110/A21.10 and have Class 125 flanges. Fittings shall accommodate a working pressure up to 350 psi and be supplied with all accessories.
8. River crossing pipe shall be ductile iron with ball and socket type joint. The joint shall be boltless with restraint provided by a bayonet-type locking of the retainer over the bell. All pipe components shall be rugged, high strength ductile iron. The barrel is cast of 60-42-10 ductile iron in accordance with American National Standard A21.51. The bell, ball, and retainer are cast of 70-50-05 ductile iron in accordance with the applicable requirements of American National Standard A21.10. The gasket will be of high quality rubber and symmetrical in shape. The first and last section of river crossing pipe shall be furnished with mechanical joint ends suitable for connection to the remaining system piping.
9. Restraint glands or fittings shall be either "Meg-a-Lug" or "Series 100" or "Series 1200" as manufactured by EBBA Iron Sales, Inc., Eastland, Texas.
10. Restrained Joint Pipe:
 - a. Restrained joints for 4" through 16" push-on joint pipe installation is required and indicated in the project plans or specifications, restrained push-on joint pipe and fittings utilizing ductile iron components shall be provided.
 - b. Restrained joint pipe shall be ductile iron manufactured in accordance with the requirements of ANSI/AWWA C151/A21.51. Push-on joints for such pipe shall be in accordance with ANSI/AWWA C111/A21.11. Pipe thickness shall be designed in accordance with ANSI/AWWA C150/A21.50, and shall be based on laying conditions and internal

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pressures as stated in the project plans and specifications. Pipe shall be U.S. Pipe TR FLEX pipe or equal.

- c. Restrained joint fittings shall be ductile iron in accordance with applicable requirements of ANSI/AWWA C110/A21.10 with the exception of the manufacturer's proprietary design dimensions. Push-on joints for such fittings shall be in accordance with ANSI/AWWA C111/A21.11. Fittings shall be U.S. Pipe TR FLEX fittings or equal.
- d. Cement mortar lining and seal coating for pipe and fittings, where applicable, shall be in accordance with ANSI/AWWA C104/A21.4. Bituminous outside coating shall be in accordance with ANSI/AWWA C151/A21.51 for pipe and ANSI/AWWA C110/A21.10 for fittings.
- e. Restrained push-on joints for pipe and fittings shall be designed for a water working pressure of 350 psi in sizes 4" through 24" and 250 psi for sizes 30" through 54".
- f. Restrained push-on joint pipe and fittings shall be capable of being deflected after assembly.

2.03 HIGH-DENSITY POLYETHYLENE AWWA C906

A. AWWA C906

- 1. General: This section is for High-density Polyethylene AWWA C906 and NSF 14 Approved Pipe for Potable Water Service in Sizes 4" to 24" DIPS (Ductile Iron Pipe Size) and defines the characteristics and properties of high-density polyethylene pipe. This specification governs the material, pipe, fittings, butt fusion, and general construction practice for HDPE piping systems.
 - a. Pipe shall have a hydrostatic design stress rating of 800 psi based on a material with a 1,600 psi at 23^o hydrostatic design basis as determined in accordance with ASTM D-2837.
 - b. Fittings shall be molded or fabricated from material meeting the same standards as the pipe.
 - c. Joints shall be made by the thermal butt fusion system. All joints shall be completely watertight, airtight and as strong as or stronger than the pipe wall, in strict accordance with the manufacturer's recommendations.
 - d. Sections of polyethylene pipe shall be joined into continuous lengths on the job site above ground. The joining method shall be the heat fusion method and shall be performed in strict accordance with the pipe manufacturer's recommendations. The heat fusion equipment used in the joining procedures shall be capable of meeting all conditions recommended by the pipe manufacturer, including, but not limited to, temperature requirements of 400^oF, alignment, and 150 psi interfacial fusion pressure.
 - e. Heat fusion joining shall be 100% efficient offering a joint weld strength equal to or greater than the tensile strength of the pipe. Socket fusion shall not be used.

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2. **References:** Where all or part of a Federal, ASTM, ANSI, AWWA, etc., standard specification is incorporated by reference in these Specifications, the reference standard shall be the latest edition and revision and considered a part of these specifications.
3. **Material:** Materials used for the manufacture of polyethylene pipe and fittings shall be extra high molecular weight, high density PE 3408 polyethylene resin. The material shall be listed by PPI (Plastics Pipe Institute, a division of the Society of the Plastics Industry) in PPI TR-4 with a 73°F hydrostatic design basis of 1,600 psi and a 140°F hydrostatic design basis of 800 psi. The PPI listing shall be in the name of the pipe manufacturer and shall be based on ASTM D 2837 testing.
4. **Pipe and Fittings: Qualification of Manufacturers.** The Manufacturer shall have manufacturing and quality assurance facilities capable of producing and assuring the quality of the pipe and fittings required by these Specifications. The Manufacturer's production facilities shall be open for inspection by the Owner or his Authorized Representative.
 - a. **Pipe:** Pipe supplied under this specification shall have a nominal DIPS (Ductile Iron Pipe Size) OD unless otherwise specified. The DR (Dimension Ratio) and the pressure rating of the pipe supplied shall be as shown on the drawings. The pipe shall be produced from approved HDPE pipe grade resin with the nominal physical properties as specified in the appropriate ASTM specifications for the sizes indicated. Pipe having a diameter 3" and larger will be made to the dimensions and tolerances specified in ASTM F 714.

The pipe shall contain no recycled compound except that generated in the manufacturer's own plant. The pipe shall be homogeneous throughout and free of visible cracks, holes, voids, foreign inclusions, or other defects that may affect the wall integrity.

- b. **Pipe Performance:** The pipe will be extruded from resin meeting the specifications of ASTM D 3350 with a minimum cell classification of 345464C.
- c. **Fittings:** HDPE fittings shall be in accordance with ASTM D 3261 and shall be manufactured by injection molding, a combination of extrusion and machining, or fabrication from HDPE pipe conforming to this specification. The fittings shall be fully pressure rated and provide a working pressure equal to that of the pipe with an included 2:1 safety factor. The fittings shall be manufactured from the same base resin type and cell classification as the pipe itself. The fittings shall be homogeneous throughout and free from cracks, holes, foreign inclusions, voids, or other injurious defects.
- d. **Molded Fittings.** Molded fittings shall be manufactured and tested in accordance with ASTM D 3261 and shall be so marked. Molded fittings shall be tested in accordance with AWWA C906.
- e. **X-Ray Inspection.** The Manufacturer shall submit samples from each molded fittings production lot to x-ray inspection.
- f. **Fabricated Fittings.** Fabricated fittings shall be made by heat fusion joining specially machined shapes cut from pipe, polyethylene sheet stock or molded fittings. Fabricated fittings shall be rated for internal pressure

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"NSF-PW"
Pipe Test Category
Plant Code & Extruder
Production Date
Operator Number (Shift Letter optional)
Resin Supplier Code

10. Pipe Packaging, Handling, & Storage: The manufacturer shall package the pipe in a manner designed to deliver the pipe to the project neatly, intact, and without physical damage. The transportation carrier shall use appropriate methods and intermittent checks to insure the pipe is properly supported, stacked, and restrained during transport such that the pipe is not nicked, gouged, or physically damaged. Pipe shall be stored on clean, level ground to prevent undue scratching or gouging. If the pipe must be stacked for storage, such stacking shall be done in accordance with the pipe manufacturer's recommendations. The pipe shall be handled in such a manner that it is not pulled over sharp objects or cut by chokers or lifting equipment. Sections of pipe having been discovered with cuts or gouges in excess of 10% of the pipe wall thickness shall be cut out and removed. The undamaged portions of the pipe shall be rejoined using the heat fusion joining method. Fused segments of pipe shall be handled so as to avoid damage to the pipe. Chains or cable type chokers must be avoided when lifting fused sections of pipe. Nylon slings are preferred. Spreader bars are recommended when lifting long fused sections.
11. Testing:
- a. Fusion Quality. The Contractor shall ensure the field set-up and operation of the fusion equipment, and the fusion procedure used by the Contractor's fusion operator while on site. Upon request by the Owner, the Contractor shall verify field fusion quality by making and testing a trial fusion. The trial fusion shall be allowed to cool completely; then test straps shall be cut out and bent strap tested in accordance with ASTM D 2657. If the bent strap test of the trial fusion fails at the joint, the field fusions represented by the trial fusion shall be rejected. The Contractor at his expense shall make all necessary corrections to equipment, set-up, operation and fusion procedure, and shall re-make the rejected fusions.
- b. Hydro-Test: Pipelines shall be tested to the requirements and specifications of the engineer of record. HDPE pressure pipe shall be tested in accordance with the specifications and requirements of the engineer of record and/or with the manufacturer's recommendations. The pressure rating of the pipe is a function of temperature at the time of hydro-test. Refer to the manufacturer's temperature related pressure ratings. At a minimum and if not specified elsewhere, hydro-test the piping system at 1.5 times the pressure rating of the pipe for 2 to 3 hours per Driscopipe Technical Note #35. If a system component such as a fabricated or mechanical fitting has a pressure rating less than that of the pipe, the piping system should be pressure tested to manufacturer's guidelines on that component.

2.04 COUPLING AND ADAPTORS

- A. Flexible couplings shall be of the sleeve type with a middle ring, two wedge shaped resilient gaskets at each end, two follower rings, and a set of steel trackhead bolts. The middle ring shall be flared at each end to receive the wedge portion of the gaskets. The follower rings shall confine the outer ends of the gaskets, and tightening of the bolts shall cause the

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follower rings to compress the gaskets against the pipe surface, forming a leak-proof seal. Flexible couplings shall be steel with minimum wall thickness of the middle ring or sleeve installed on pipe being 5/16-inch for pipe smaller than 10 inches, 3/8-inch for pipe 10 inches or larger. The minimum length of the middle ring shall be 5-inches for pipe sizes up to 10 inches and 7 inches for pipe 10 inches to 30 inches. The pipe stop shall be removed. Gaskets shall be suitable for 250 psi pressure rating or at rated working pressure of the connecting pipe. Couplings shall be harnessed and be designed for 250 psi.

- B. Flanged adapters shall have one end suitable for bolting to a pipe flange and the other end of flexible coupling similar to that described hereinbefore. All pressure piping with couplings or adapters shall be harnessed with full threaded rods spanning across the couplings or adapters. The adapters shall be furnished with bolts of an approved corrosion resistant steel alloy, extending to the adjacent pipe flanges. Flanges on flanged adapter (unless otherwise indicated or required) shall be faced and drilled ANSI B16.1 Class 125.
- C. Flexible couplings and flanged adapters shall be as manufactured by Dresser, Rockwell, or equal, per the following, unless otherwise specified and/or noted on the Drawings:
- D. Steel couplings for joining same size, plain-end, steel, cast iron, and PVC plastic pipe.

<u>Dresser</u>	<u>Rockwell</u>
Style 138	4II

- E. Transition couplings for joining pipe of different outside diameters-

<u>Dresser</u>	<u>Rockwell</u>
Style 162 (4"-12")	413 steel (2"-24")
Style 62 (2"-24")	415 steel (6"-48")
	433 cast (2"-16")
	435 cast (2"-12")

- F. Flanged adapters for joining plain-end pipe to flanged pipe, fittings, valves and equipment.

<u>Dresser</u>	<u>Rockwell</u>
Style 127 cast (3"-12")	912 cast (3"-12")
Style 128 steel (3"-48" C.I. Pipe)	913 steel (3" and larger)
Style 128 steel (2"-96" steel pipe)	

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2.05 DETECTABLE UNDERGROUND UTILITY WARNING TAPES

- A. Detectable underground utility warning tapes which can be located from the surface by a pipe detector shall be installed directly above nonmetallic (PVC, polyethylene, concrete) pipe.
- B. The tape shall consist of a minimum thickness 0.35 mils solid aluminum foil encased in a protective inert plastic jacket that is impervious to all know alkalis, acids, chemical reagents and solvents found in the soil.
- C. The minimum overall thickness of the tape shall be 5.5 mils and the width shall not be less than 2" with a minimum unit weight of 2-1/2 pounds/1" x 1,000'. The tape shall be color coded and imprinted with the legend as follows:

<u>Type of Utility</u>	<u>Color Code</u>	<u>Legend</u>
Water	Blue	Caution Buried Water Line Below

- D. Detectable underground tape shall be "Detect Tape" as manufactured by Allen Systems, or equal.
- E. Installation of detectable tapes shall be per manufacturer's recommendations and shall be as close to the grade as is practical for optimum protection and detectibility. Allow a minimum of 18" between the tape and the line.
- F. Payment for detectable tapes shall be included in the linear foot price bid of the appropriate bid item(s) unless it is listed as a separate payment item in the bid schedule.

2.06 TRACER WIRE

- A. Tracer wire shall be 12 gauge copper wire with 30-mil polyethylene jacket. Tracer wire shall be installed with all buried piping, "duct" taped to top of pipe.
- B. Split Bolt connectors are required when connecting two (2) pieces of tracer wire. Wire and connector shall be wrapped with electrical tape.
- C. Tracer wire shall be brought up into locator boxes with grounding devices. Locator boxes shall be valve boxes with a polystyrene donut that fits around the box to serve as a termination point for tracer wire. Locator boxes shall be installed at a maximum of 3000 linear feet apart, or where shown on the Drawings.
- D. Payment for tracer wire and boxes shall be included in the linear foot price bid of the appropriate bid item(s) unless it is listed as a separate payment item in the bid schedule

2.07 CONCRETE PIPE ANCHORS, THRUST BLOCKS, CRADLE OR ENCASEMENT

- A. Where indicated on the Drawings, required by the Specifications or as directed by the Engineer, concrete pipe anchors, thrust blocks, cradles or encasements shall be installed.
- B. Concrete shall be 3,500 psi, and reinforcing bars shall be installed as indicated on the details.

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2.08 CONNECTION OF NEW WATER MAINS TO EXISTING SYSTEM

- A. The Contractor shall connect the new water main to existing water main where shown on the Drawings or directed by the Engineer, and shall furnish all necessary equipment and materials required to complete the connection.

2.09 POLYETHYLENE (PE) TUBING

- A. Customer service tubing, sizes 3/4-inch and 1-inch, shall be Polyethylene (PE) DR-9 (200 psi) and conform to AWWA C901, ASTM F 741 with a pipe designation of PE 3408 defined per ASTM D 3035 for IPS sizes and ASTM D 2737 for CTS sizes.

2.10 CUSTOMER SERVICE RELOCATIONS AND RE-CONNECTIONS

Where water service lines are disturbed, the Contractor shall reconnect the existing service line to the new water main. The Contractor shall furnish and install the necessary piping, couplings, fittings, etc. necessary to complete the service line re-connection.

- A. Service Lines Not Crossing a Road
 - 1. Unless indicated otherwise on the plans, all service lines shall be of PE tubing.
 - 2. Water service connections shall be made in accordance with the details shown on the Drawings and/or set forth herein. Locations of the various sizes shall be as directed by the Engineer and as shown on the Drawings.
- B. Service Lines Crossing a County Road or City Streets
 - 1. Same as subparagraph A, except that in general all pipe may be jacked beneath certain paved or blacktopped city streets or county roads, unless solid rock prevents using this method in which case, the open trench method will be used. Schedule 40 steel pipe shall be used as casing pipe unless otherwise indicated by the plans. The open trench method generally will be used on all unpaved city streets, county roads and private driveways. In general, blacktopped private driveways shall also be jacked under. In all cases where lines are under traffic, a minimum cover of thirty-six (36) inches shall be provided. All backfill shall be compacted by air tampers in layers no greater than 6-inch depth. Specific instructions as to the type of crossing to be installed will be shown on the plans.
- C. Service Lines Crossing a State Highway
 - 1. Services shall be jacked or pushed under paving. If solid rock is encountered, trench will be open-cut, pipe placed and backfilled all in accordance with current requirements of the State Highway Department or the crossing will be relocated to permit boring or jacking. Specific details will be shown on the plans. Where required on the plans or by the ENGINEER service pipe shall be encased under highways. Schedule 40 steel pipe shall be used as casing pipe unless otherwise indicated by the plans.
- D. Existing Galvanized Iron Services
 - 1. All galvanized services are to be replaced in their entirety, including service piping from the main to the meter, corporation stops, water meters, meter setters, meter boxes, and service piping five (5) feet past the meter. Service connections shall be made in accordance with the details shown on the Drawings and/or set forth herein.

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2.11 CORPORATION STOPS AND FITTINGS FOR HOUSE SERVICE RECONNECTIONS

- A. Corporation stops, of the size required, shall be tapped directly into the water main for Ductile Iron Pipe or by the use of a tapping saddle for PVC pipe.
- B. Corporation stops shall have AWWA C800-66 C.S. threaded inlet. Outlets shall be suitable for the type of service piping furnished and laid, and the Contractor shall verify compatibility with "iron pipe size" or "copper tubing size" service piping as required before ordering stops.
- C. Corporation stops shall match the listed manufacturer listed in SECTION 012500 – PRODUCTS & SUBSTITUTIONS or Owner and Engineer approved equal.
- D. Fittings shall be brass.

PART 3 - EXECUTION

3.01 EXCAVATION FOR PIPELINE TRENCHES

- A. Unless otherwise directed by the Engineer, trenches in which pipes are to be laid shall be excavated in open cut to the depths required by field conditions or as specified by the Engineer. In general this shall be interpreted to mean that machine excavation in earth shall not extend below an elevation permitting the pipe to be properly bedded. Installation shall be in accordance with ANSI/AWWA C600 for ductile iron and Cast Iron O.D. (AWWA) PVC pipe or ASTM F-645 for Iron Pipe O.D. (ASTM) PVC pipe except as modified herein.
- B. If the foundation is good firm earth and the machine excavation has been accomplished as set out hereinbefore, the remainder of the material shall be excavated by hand, then the earth pared or molded to give full support to the lower quadrant of the barrel of each pipe. Where bell and spigot is involved, bell holes shall be excavated during this latter operation to prevent the bells from being supported on undisturbed earth. If for any reason the machine excavation in earth is carried below an excavation that will permit the type of bedding specified above, then a layer of granular material shall be placed so that the lower quadrant of the pipe will be securely bedded in compact granular fill.
- C. Excavation may be undercut to a depth below the required invert elevation that will permit laying the pipe in a bed of granular material to provide continuous support for the bottom quadrant of the pipe. When this method is used, the bedding shall be as set out in Paragraph 3.02 hereinafter.
- D. Trenches shall be of sufficient width to provide free working space on each side of the pipe and to permit proper backfilling around the pipe, but unless specifically authorized by the Engineer, trenches shall in no case be excavated or permitted to become wider than 2'-0" plus the nominal diameter of the pipe at the level of or below the top of the pipe. If the trench does become wider than 2'-0" at the level of or below the top of the pipe, special precaution may be necessary, such as providing compacted, granular fill up to top of the pipe or providing pipe with additional crushing strength as determined by the Engineer after taking into account the actual trench loads that may result and the strength of the pipe being used. The Contractor shall bear the cost of such special precautions as are necessary.

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- E. All excavated materials shall be placed a minimum of two feet (2') back from the edge of the trench.
- F. Before laying the pipe, the trench shall be opened far enough ahead to reveal obstructions that may necessitate changing the line or grade of the pipeline.
- G. The trench shall be straight and uniform so as to permit laying pipe to lines and grades given by the Engineer. It shall be kept free of water during the laying of the pipe and until the pipeline has been backfilled. Removal of trench water shall be at the Contractor's expense. Dry conditions shall be maintained in the excavations until the backfill has been placed. During the excavation, the grade shall be maintained so that it will freely drain and prevent surface water from entering the excavation at all times. When directed by Owner, temporary drainage ditches shall be installed to intercept or direct surface water which may affect work. All water shall be pumped or drained from the excavation and disposed of in a suitable manner without damage to adjacent property or to other work.
- H. Minimum cover of 30" shall be provided for all pipelines, except those located in the State Highway Right of Way. Those shall have a minimum cover of 42".

3.02 PIPE BEDDING

- A. All pipe shall be supported on a bed of granular material, unless the trench has been prepared in accordance with Paragraph 3.1B. In no case shall pipe be supported directly on rock. Bedding shall not be a separate pay item unless otherwise set out in the Detailed Specifications. Bedding shall be provided in earth bottom trenches, as well as rock bottom trenches. Bedding material shall be free from large rock, foreign material, frozen earth, and shall be acceptable to the Engineer. Bedding shall be a minimum of 6" below pipe barrel.
- B. In all cases the foundation for pipes shall be prepared so that the entire load of the backfill on top of the pipe will be carried on the barrel of the pipe so that none of the load will be carried on the bells.
- C. Where flexible pipe is used, the bedding shall be placed up to at least the spring line (horizontal center line) of the pipe. The bedding material and procedures shall conform to ASTM D 2321 and any Technical Specifications set out hereinafter. If conditions warrant, the Engineer may require the bedding to be placed above the springline of the pipe. Granular bedding shall be Size #9-m or ASTM C 33, Size #7 crushed stone, fine gravel, or sand, and is not a separate pay item.
- D. Where undercutting and granular bedding is involved it shall be of such depth that the bottom of the bells of the pipe will be at least three inches above the bottom of the trench as excavated. Undercutting is not a separate pay item.
- E. In wet, yielding mucky locations where pipe is in danger of sinking below grade or floating out of line or grade, or where backfill materials are of such a fluid nature that such movements of the pipe might take place during the placing of the backfill, the pipe must be weighted or secured permanently in place by such means as will prove effective. When ordered by the Engineer, yielding and mucky materials in subgrades shall be removed below ordinary trench depth in order to prepare a proper bed for the pipe. Crushed stone or other such granular material, if necessary, as determined by the Engineer to replace poor subgrade material, shall be a separate pay item and classified as "Special Granular Fill". Removal of poor material is not a separate pay item.
- F. Installation shall be in accordance with ASTM D 2321 except as modified hereinafter.

3.03 SPECIAL GRANULAR FILL

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- A. As noted in Paragraph 3.2E, granular material for "Special Granular Fill" when directed by the Engineer shall be Department of Transportation crushed limestone, Size #57. Payment for "Special Granular Fill" must have approval from the Engineer prior to installation.

3.04 LAYING PIPE

- A. The laying of pipe in finished trenches shall be commenced at the lowest point so the spigot ends point in the direction of flow.
- B. All pipes shall be laid with ends abutting and true to line and grade as given by the Engineer. Supporting of pipes shall be as set out hereinbefore under "Pipe Bedding" and in no case shall the supporting of pipes on blocks be permitted.
- C. Before each piece of pipe is lowered into the trench, it shall be thoroughly inspected to insure that it is clean. Each piece of pipe shall be lowered separately unless special permission is given otherwise by the Engineer. No piece of pipe or fitting which is known to be defective shall be laid or placed in the lines. If any defective pipe or fitting shall be discovered after the pipe is laid, it shall be removed and replaced with a satisfactory pipe or fitting without additional charge. In case a length of pipe is cut to fit in a line it shall be so cut as to leave a smooth end at right angles to the longitudinal axis of the pipe.
- D. Pipe shall not be laid on solid rock. A pad of granular material as specified in Paragraph 3.02 "Pipe Bedding", shall be used as a pipe bedding. Pipe bedding is not a separate pay item. Irregularities in subgrade in an earth trench shall be corrected by use of granular material.
- E. When ordered by the Engineer, unsuitable materials in subgrades shall be removed below ordinary trench depth in order to prepare a proper bed for the pipe.
- F. When laying of pipe is stopped for any reason, the exposed end of such pipe shall be closed with a plywood or fabricated plug fitted into the pipe bell, so as to exclude earth or other material, and precautions taken to prevent flotation of pipe by runoff into trench.
- G. No backfilling (except for securing pipe in place) over pipe will be allowed until the Engineer has had an opportunity to make an inspection of the joints, alignment and grade, in the section laid.

3.05 BACKFILLING PIPELINE TRENCHES

- A. Backfilling of pipeline trenches shall be accomplished as shown on the Drawings and with details set forth hereinafter. Before final acceptance, the Contractor will be required to level off all trenches or to bring the trench up to grade. The Contractor shall also remove from roadways, rights-of-way and/or private property all excess earth or other materials resulting from construction. In the event that pavement is not placed immediately following trench backfilling in paved areas, the Contractor shall be responsible for maintaining the trench surface in a level condition at proper pavement grade at all times. Under pavement, all trench backfill shall be in accordance with Method C as shown on the Detail Drawings. All other trench backfill shall be in accordance with Method A or B.
- B. Method "A" - Backfilling in Open Terrain:

Backfilling of pipeline trenches in open terrain shall be accomplished in the following manner:

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1. The lower portion of the trench, from the pipe bedding to a point 12" above the top of the pipe, shall be backfilled with material free from rock and/or material acceptable to the Engineer. This material shall be placed in a manner approved by the Engineer, and shall be carefully compacted to avoid displacement of the pipe. Compaction shall be accomplished by hand-tamping or by approved mechanical methods.
2. The upper portion of the trench above the compacted portion shall be backfilled with material which is free from large rock. Incorporation of rock having a volume exceeding one-half cubic foot is prohibited. Backfilling this portion of the trench may be accomplished by any means approved by the Engineer. The trench backfill shall be heaped over or leveled as directed by the Engineer.

C. Method "B" - Backfilling Under Sidewalks & Unpaved Driveways:

Backfilling of pipeline trenches under sidewalks and unpaved driveways shall be accomplished in the following manner.

1. The lower portion of the trench, from the pipe bedding to a point 12 inches above the top of the pipe, shall be backfilled with material free from rock and/or material acceptable to the Engineer. This material shall be placed in a manner to avoid displacement of the pipe. Compaction shall be accomplished by hand-tapping or by approved mechanical methods.
2. The middle portion of the trench, from a point 12" above the top of the pipe to a point 6" below the grade line, shall be backfilled with material free from rock and/or acceptable to the Engineer. This material shall be placed and compacted in layers of approximately 6 inches. Water (puddling) may be used as required to obtain maximum compaction.
 - a. Upon approval of the Engineer, the Contractor may backfill the middle portion of the trench with crushed stone, fine gravel, or sand in lieu of materials which require compaction.
3. The upper portion of the trench shall be temporarily backfilled and maintained with crushed stone or gravel until such time as the sidewalk is constructed or the driveway surface is restored.

D. Method "C" - Backfilling Under Streets, Roads, and Paved Driveways:

Backfilling of pipeline trenches under streets, roads and paved driveways shall be accomplished in the following manner:

1. The lower portion of the trench from the pipe bedding to a point 6" below the bottom of the pavement or concrete sub-slab, shall be backfilled with # 9 crushed stone.
2. The upper portion of the trench, from a point 6" below the bottom of the pavement or concrete sub-slab to grade, shall be backfilled with a base course of dense graded aggregate. At such time that pavement replacement is accomplished, the excess base course shall be removed as required.

E. Trenches outside existing sidewalks, driveways, streets, and highways shall be backfilled in accordance with Method "A". Trenches within the limits of sidewalk and unpaved driveways shall be backfilled in accordance with Method "B". Trenches within the paving limits of existing streets, highways and driveways shall be backfilled in accordance with Method "C". All methods are shown on the Detail Drawings. When directed by the Engineer, the Contractor shall wet backfill material to assure maximum compaction.

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1. Before final acceptance, the Contractor will be required to level off all trenches or to bring the trench up to grade. The Contractor shall also remove from roadways, rights-of-ways and/or private property all excess earth or other materials resulting from construction.
2. In the event that pavement is not placed immediately following trench backfilling in streets and highways, the Contractor shall be responsible for maintaining the trench surface in a level condition at proper pavement grade at all times.

3.06 SETTLEMENT OF TRENCHES

- A. Whenever lines are in, or cross, driveways and streets, the Contractor shall be responsible for any trench settlement which occurs within these rights-of-way within one (1) year from the time of final acceptance of the work. If paving shall require replacement because of trench settlement within this time, it shall be replaced by the Contractor at no extra cost to the Owner. Repair of settlement damage shall meet the approval of the Owner.

3.07 CONCRETE THRUST BLOCKS, CRADLE, ANCHORS OR ENCASEMENT

- A. Concrete thrust blocks, cradle, anchors or encasement shall be placed where shown on the Drawings, required by the Specifications, or as directed by the Engineer.
- B. For cradle and encasement, concrete shall be 3000 psi and shall be mixed sufficiently wet to permit it to flow under the pipe to form a continuous bed.
- C. For thrust blocks and anchors, concrete shall be 3000 psi, and shall be formed or be sufficiently stiff to maintain the forms indicated on the Details.
- D. In tamping concrete, care shall be taken not to disturb the grade or line of the pipe or injure the joints. Concrete placed outside the specified limits or without authorization from the Engineer will not be subject to payment.
- E. Water mains shall have concrete thrust or "kicker" blocks at all pipe intersections and changes of direction to resist forces acting on the pipeline. All reducers (increasers) shall be anchored.

3.08 BITUMINOUS CONCRETE HIGHWAY, STREET AND DRIVEWAY REPLACEMENT

- A. The Contractor shall replace those sections of existing roads, streets and driveways required to be removed to install the pipe lines under this contract. He shall construct same to the original lines and grades and in such manner as to leave all such surfaces in fully as good or better condition than that which existed prior to the operations.
- B. Prior to trenching, the pavement shall be scored or cut to straight edges at least twelve (12) inches outside each edge of the proposed trench to avoid unnecessary damage to the remainder of the paving. Edges of the existing pavement shall be re-cut and trimmed to square, straight edges after the pipeline has been installed and prior to placing the new base and pavement.
- C. Backfilling of the trench shall be in accordance with Method "C" as described hereinbefore. Base course for the paving shall be dense graded crushed limestone furnished and placed in accordance with the current requirements of the Standard Specifications for Road and Bridge Construction of the Department of Transportation, to a depth of six (6) inches in roads and streets and four (4) inches in driveways.

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- D. A subslab of reinforced concrete shall be placed for state maintained highways as indicated on the Drawings. The subslab shall have a minimum thickness of 6 inches. Concrete for the subslab shall be 3000 psi, in accordance with the Details shown on the Drawings.

3.09 UNPAVED DRIVEWAY (CRUSHED STONE) SURFACE REPLACEMENT

- A. The Contractor shall replace those sections of existing driveways and parking areas required to be removed to install the pipe lines under this contract. He shall construct same to the original lines and grades and in such manner as to leave all such surfaces in fully as good or better condition than that which existed prior to the operations.
- B. Material for backfilling of the pipeline trench shall be dense-graded aggregate in accordance with Method "B" as described hereinbefore.

3.10 REMOVING AND REPLACING CONCRETE CURB AND GUTTER OR SIDEWALK

- A. The Contractor shall remove the curb and gutter or sidewalk when encountered when required for laying the pipe. Only that portion of the curb and gutter or sidewalk needed to lay the pipe shall be removed.
- B. Where concrete curb and gutter or sidewalk is removed or disturbed during the construction work, it shall be replaced, using 3000 psi concrete, in fully as good or better condition than that which existed prior to the Contractor's operation.

3.11 REPLACEMENT OF EXISTING MAIL BOXES, CULVERTS, CLOTHES LINE POSTS, FENCES AND OTHER SUCH FACILITIES

- A. Existing mail boxes, drainage culverts, clothes line posts, fences and the like shall not be damaged or disturbed unless necessary, in which case, they shall be replaced in as good condition as found as quickly as possible. Existing materials shall be reused in replacing such facilities when materials have not been damaged by the Contractor's operations. Existing facilities damaged by Contractor's operation shall be replaced with new materials of the same type at the Contractor's expense. Work in this category is not a pay item.
- B. Replacement of paved drainage ditches within highway right-of-way shall be accomplished in accordance with Department of Transportation specifications.

3.12 PORTLAND CEMENT CONCRETE DRIVEWAY REPLACEMENT

- A. Wherever Portland cement concrete driveways are removed, they shall be reconstructed to the original lines and grades and in such manner as to leave all such surfaces in fully as good or better condition than existed prior to the operation.
- B. The existing concrete paving shall be sawed or cut to straight edges 12-inches outside the edges of the trench or broken out to an existing joint, as directed by the Engineer. The concrete pavement shall be equal to the existing pavement thickness but not less than 6-inches in thickness for driveways.
- C. Pavement shall be reinforced with 6 x 6 #10-10 wire mesh and shall be constructed with 3000 psi concrete.

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3.13 RIP-RAP STREAM BANK SLOPE PROTECTION

- A. The Contractor shall install rip-rap stream bank slope protection at locations directed by the Engineer. Rip-rap slope protection shall be 12-inches thick and shall meet State D.O.T. Standard Specifications.

3.14 TESTING

- A. All pressure piping (lines not laid to grade) shall be given a hydrostatic test of at least 1.5 times the normal operating pressure of the pipe (at its lowest elevation), but not to exceed the rated working pressure of the pipe or valves. Note: Engineer shall verify test pressure. Loss of pressure during the test shall not exceed 0 psi in a 4 hour period and 5 psi in a 24 hour period. Any test results that do not meet either of these requirements shall constitute a failure of the pressure test.
- B. Leakage in pipelines, when tested under the hydrostatic test described above, shall not exceed 10 gallons per 24 hours per inch of diameter per mile of pipe.
- C. Contractor shall furnish a recording gauge and water meter for measuring water used during leakage test and recording pressure charts during duration of test. Recording pressure charts shall be turned over to the Engineer at conclusion of tests. The pressure recording device shall be suitable for outside service, with a range from 0-200 psig, 24- hour spring wound clock, designed for 9-inch charts, and shall be approved by the Engineer.
- D. Pipelines shall be tested before backfilling at joints except where otherwise required by necessity or convenience.
- E. Duration of test shall be not less than four (4) hours where joints are exposed and not less than 24 hours where joints are covered.
- F. Where leaks are visible at exposed joints, evident on the surface where joints are covered, and/or identified by isolating a section of pipe, the joints shall be repaired and leakage must be minimized, regardless of total leakage as shown by test.
- G. All pipe, fittings, valves, and other materials found to be defective under test shall be removed and replaced at no additional expense to the Owner.
- H. Lines which fail to meet tests shall be repaired and retested as necessary until test requirements are complied with.
- I. Where nonmetallic joint compounds are used, pipelines should be held under normal operating pressure for at least three days before testing.
- J. The Owner will provide initial water for testing the pressure piping. Should the first test fail to pass, all additional water required for subsequent tests shall be furnished at the Contractor's expense.
- K. The cost of testing of pressure piping is incidental and is to be included in the Contractor's unit Contract Price.

3.15 CLEAN UP

- A. Upon completion of installation of the piping and appurtenances, the Contractor shall remove all debris and surplus construction materials resulting from the Work. The

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Contractor shall grade the ground along each side of pipe trenches in a uniform and neat manner leaving the construction area in a shape as near as possible to the original ground line.

3.16 DISINFECTION OF POTABLE WATER LINES

- A. The new potable waterlines shall not be placed in service--either temporarily or permanently--until they have been thoroughly disinfected in accordance with AWWA Standard C651-05, 2005 and to the satisfaction of the Engineer.
- B. After testing, a solution of hypochlorite using HTH or equal shall be introduced into the section of the line being disinfected sufficient to insure a chlorine dosage of at least 50 ppm in the main. While the solution is being applied, the water should be allowed to escape at the ends of the line until tests indicate that a dosage of at least 50 ppm has been obtained throughout the pipe. Open and close all valves and cocks while chlorinating agent is in the piping system. The chlorinated water shall be allowed to remain in the pipe for 24 hours, after which a residual of at least 25 ppm shall be obtained. The disinfection shall be repeated until 25 ppm is obtained after which time the main shall be thoroughly flushed until the residual chlorine content is not greater than 1.0 ppm, and then may be connected to the system. Also, no additional payment will be allowed for providing taps for chlorine injection and/or flushing, if necessary. The Contractor is responsible for the disposal of highly chlorinated water flushed from the main.
- C. The new water line shall not be put into service until bacteriological samples taken at the points specified herein are examined and shown to be negative after disinfection, following the requirements of "Standard Methods for Examination of Water and Wastewater". Two consecutive sets of acceptable samples, taken at least 24 hours apart shall be collected from the new line. Samples are to be taken and tested at every 1200 feet of new water line, at each branch and at each dead end.
- D. If trench water has entered the pipe, or excessive quantities of dirt or debris have entered the pipe, samples shall be taken at intervals of approximately 200 feet and the locations identified. Samples shall be taken of water that has stood in the new line for at least 16 hours after flushing is completed.
- E. If the initial disinfection does not produce satisfactory bacteriological results, the new line shall be reflashed and resampled. If samples fail, the line shall be rechlorinated by the continuous-feed or slug method until satisfactory results are obtained.
- F. All testing documentation shall be submitted to the Owner.

- END OF SECTION -

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SECTION 331419
VALVES & HYDRANTS

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. Provide all labor, materials, equipment and services required for furnishing and installing all hydrants and appurtenances specified herein.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. SECTION 312200 – GRADING
- B. SECTION 331413 – WATER DISTRIBUTION PIPING

1.03 SUBMITTALS

- A. Submit shop drawings and product data in accordance with DIVISION 01 of this specification.
- B. Descriptive literature, catalog cuts, and dimensional prints clearly indicating all dimensions and materials of construction, shall be submitted on all items specified herein to the Engineer for review before ordering.
- C. At the time of submission, the Contractor shall, in writing, call Engineer's attention to any deviations that the submittals may have from the requirements of the Engineer's Contract Drawings & Specifications.

PART 2 - PRODUCTS

2.01 FLUSHING HYDRANTS

- A. The Contractor shall furnish and install fire hydrants and auxiliary gate valves where shown on the Drawings or directed by the Engineer. Hydrants shall conform in all respects to the most recent requirements of AWWA C502. Hydrant barrel shall have safety breakage feature above the ground line. All flushing hydrant, type 1 shall have 6-inch mechanical joint shoe connection, two (2) 2-1/2-inch discharge nozzles, and one (1) 4 1/2-inch pumper nozzle with rubber gasketed caps fitted with cap chains. All Flushing Hydrant, Type 2 shall have a 6-inch mechanical joint shoe connection and two (2) 2-1/2-inch discharge nozzles with rubber gasketed caps fitted cap chains. Cap nuts are to be five (5) sided. Connection threads shall be National Standard Thread. Main valve shall have 5-1/4-inch full opening and be of the compression type opening against water pressure so that valve remains closed should barrel be broken off.
- B. Hydrants shall be fully bronze mounted. Main valve shall have a threaded bronze seat ring assembly of such design that it is easily removable by unscrewing from a threaded bronze drain ring. Bronze drain ring shall have multiple ports providing positive automatic drainage as the main valve is opened or closed. Drainage waterways shall be completely bronze to prevent rust and corrosion.

331419-2

- C. The operating nut shall be five (5) sided bronze or bronze with a five (5) sided ductile iron cap, and mounted so that a counter clockwise motion will open the valve. There must be cast on top an arrow and the word "Open" indicating the direction of turn to open the hydrant.
- D. Operating stem shall be equipped with anti-friction thrust bearing to reduce operating torque and assure easy opening. Stop shall be provided to limit stem travel. Stem threads shall be enclosed in a permanently sealed lubricant reservoir protected from weather and the waterway with O-ring seals.
- E. Hydrants shall be shop tested to 300 psi pressure with main valve both opened and closed. Under test the valve shall not leak, the automatic drain shall function and there shall be no leakage into the bonnet.
- F. Type of shoe connection shall be mechanical joint and size shall be six inches (6").
- G. Hydrants shall be given two (2) coats of enamel high visibility paint to be selected by the Owner.
- H. Hydrants shall be provided as described in DIVISION 01.

2.02 GATE VALVES

- A. Gate valves shall conform with AWWA C-509 standard, and shall be of the resilient seat type, iron body, fully bronze mounted, non-rising stem and have a design working pressure of 250 psi. All assembly bolts shall be stainless steel. Valves shall be of standard manufacturer and of the highest quality both as to materials and workmanship.
- B. All gate valves shall be furnished with mechanical joint connections, unless otherwise shown on the Drawings or specified hereinafter.
- C. An epoxy coating conforming to AWWA C-550 shall be applied to the interior and exterior ferrous surfaces of the valve except for finished or seating surfaces.
- D. All gate valves shall have the name or monogram of the manufacturer, the year the valve casting was made, the size of the valve, and the working water pressure cast on the body of the valve.
- E. Gate valves 12" and smaller shall be installed in a vertical position. Gate valves greater than 12" shall have the bonnet mounted in the horizontal position and have a bevel gear actuator. Gate valves shall be provided with a 2-inch square operating nut and shall be opened by turning to the left (counter-clockwise). All valve operating nuts shall be set within a cast iron valve box. There shall be a maximum 48" depth of valve operating nut. Contractor must use extension stems, if necessary, to raise operator nut within 48" of final grade.

2.02 GATE VALVES - BURIED

- A. Gate valves shall conform to the Specifications of Section 331219, Paragraph 2.2, except be designed for buried service, have mechanical joint ends, have all exterior surfaces shop painted with two coats of Fed. Spec. TT-V-51F Asphalt Varnish, with 2-inch square nut operator in a vertical position for use in a valve box.

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2.03 VALVE BOXES - BURIED VALVES

- A. Valve boxes shall be of 5-1/4 inch standard cast iron, two-piece, screw type valve box with drop cover marked "WATER", "SEWER", "DRAIN", as applicable. Valve boxes for gate valves larger than 8 inches shall be three-piece. Valve boxes shall be accurately centered over valve operating nut, and backfill thoroughly tamped about them. Valve boxes shall not rest on the valves but shall be supported on crushed stone fill. They shall be set vertically and properly cut and/or adjusted so that the tops of boxes will be at grade in any paving, walk or road surface, and in grass plots, fields, woods or other open terrain. Valve boxes and covers shall be as manufactured by Tyler Corporation, Opelika Foundry, Bingham & Taylor, or equal.
- B. Wherever valve boxes fall outside of the pavement, the top of the box shall be set in a cast-in-place concrete slab 24" x 24" x 6" thick with the top of the slab and box flush with the top of the ground. This provision shall apply to all new and all existing valve boxes which fall within the limits of the contract, unless otherwise stated on the plans or ordered by the Engineer.

2.04 TAPPING SLEEVES AND VALVES

- A. DI tapping sleeves for use in connections to existing water lines, where indicated on the drawings or as directed by the Engineer, shall be constructed of ductile iron conforming to the requirements of ASTM A-536, and have the body of the tapping sleeve seal around the carrier pipe by use of mechanical joints on each end. Tapping outlet connections shall be flanged with drillings in accordance with ANSI class 125#/150#. Tapping sleeves shall be suitable for working pressures of 250 psi and shall be Mueller No. H-615, American Valve and Hydrant No. 2800-C, or approved equal.
- B. SST tapping sleeves for use in connections to existing water lines, where indicated on the drawings or as directed by the Engineer, shall have the body and neck constructed of ASTM A-240 type 304 stainless steel and shall be compressed to the carrier pipe by use of heavy gauge triangular sidebars running the length of the body. Bolts, nuts and washers shall be constructed of type 304 stainless steel. The gasket between the tapping sleeve and carrier pipe shall be constructed of Buna N rubber and be NSF 61 approved. The gasket shall have a grid pattern to help secure it in place and have seal around the full circumference of the pipe. Tapping outlet connections shall be constructed of ductile iron conforming to ASTM A-536 and have either a mechanical joint connection conforming to AWWA C-111, or a flanged connection with drillings in accordance with ANSI class 125#/150#. Tapping Sleeves shall be suitable for the following working pressures: 4"-12" 250 psi, 14"-24" 200 psi and shall be Mueller No. H-304, Romac Industries SST III, or approved equal.
- C. Tapping valves shall meet the requirements of paragraph 2.1 hereinbefore and shall be coordinated to connect to the tapping sleeve with either a flanged end or a mechanical joint end.
- D. All existing water mains to be tapped under this contract shall be exposed in order to verify line sizes prior to ordering tapping sleeves and valves.

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PART 3 - EXECUTION

3.01 SETTING OF FIRE HYDRANTS

A. Location:

1. Hydrants shall be located as shown or as directed so as to provide complete accessibility and minimize the possibility of damage from vehicles or injury to pedestrians.
2. When placed behind the curb, the hydrant barrel shall be set so that the pumper or hose nozzle cap will be a minimum of five feet (5') from the back of curb.
3. When set in the lawn space between the curb and the sidewalk or between the sidewalk and the property line, no portion of the hydrant or nozzle cap shall be within six inches (6") of the sidewalk.

B. Position:

1. All hydrants shall be set plumb with not less than two (2) cubic feet of crushed stone and shall have their nozzles parallel with the roadway, with the pumper nozzle facing toward the roadway. Hydrants shall be set to the established grade, with nozzles at least eighteen inches (18") above the ground, as shown or as directed by the Engineer.

C. Connection to Main:

1. Each hydrant shall be connected to the main with a six-inch (6") restrained joint ductile iron branch controlled by an independent six -inch (6") gate valve, unless otherwise specified.

D. Hydrant Drainage in Pervious Soil:

1. Whenever a hydrant is set in soil that is pervious, drainage shall be provided at the base of the hydrant by placing uncrushed course aggregate (AAHSTO M-43) No. 57 from the bottom of the trench to at least six inches (6") above the drain opening in the hydrant and to a distance of one foot (1') around the elbow. No drainage system shall be connected to a sewer.

E. Hydrant Drainage in Impervious Soil:

1. Whenever a hydrant is set in clay or impervious soil, a drainage pit two feet (2') in diameter and three feet (3') deep shall be excavated below each hydrant and filled compactly with uncrushed course aggregate (AASHTO M-43) No. 57 under and around the elbow of the hydrant and to a level of six inches (6") above the drain opening. No drainage pit shall be connected to a sewer (see Standard Details).

3.02 ANCHORAGE

- #### **A.**
- The bowl of each hydrant shall be tied to the pipe with suitable anchor couplings, as shown on the Standard Details in the Drawings or as directed by the Owner or Engineer.

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3.03 FIRE HYDRANT WRENCHES

- A. One (1) hydrant wrench shall be furnished for each ten (10) hydrants or less. When the number of hydrants furnished and installed exceeds twenty-five (25), one (1) hydrant repair kit shall be supplied at no additional cost to the Owner.

3.04 INSTALLATION OF VALVES

- A. All valves shall be installed in accordance with details on the Contract Drawings and with the manufacturer's recommendations.
- B. All valves shall be anchored in accordance with the details on the Contract Drawings.

- END OF SECTION -

331900-1

SECTION 331900
METERING EQUIPMENT

PART 1 GENERAL

1.01 SUMMARY

- A. This Section includes service pipelines constructed of CTS polyethelene tubing as shown on the Contract Drawings, complete with fittings and accessories.
- B. Certain features of the CTS tubing shall be as scheduled.
- C. The Contractor shall furnish all labor, tools, equipment, and materials necessary to complete the meter service connections as shown on the Contract Drawings and herein specified.

1.02 REFERENCES

- A. Materials and installation shall be in accordance with the latest revisions of the following codes, standards and specifications, except where more stringent requirements have been specified herein:
 - 1. American Society for Testing and Materials (ASTM)
 - 2. American Water Works Association (AWWA)

1.03 SUBMITTALS

- A. In addition to those submittals identified in the General Provisions, the following items shall be submitted:
 - 1. Manufacturer's certification that all materials furnished are in compliance with the applicable requirements of the referenced standards and this specification.
 - 2. Layout drawings showing the location of copper tube including details of the support system, sleeves, unions and appurtenances.

PART 2 PRODUCTS

2.01 SERVICE CLAMPS

All service connections of all sizes shall be made through the use of service clamps or saddles. Service saddles shall have ductile iron body, double strapped with O-ring resilient gasket, suitable for use on ductile iron pipe or PVC pipe, and tapped with same threads as the corporation stops. Saddles for all mains shall be double strap type saddles and have a maximum working pressure of 350 psi SEE SECTION 01600 MATERIAL AND EQUIPMENT for APPROVED MANUFACTURE.

2.02 CORPORATION STOPS

Corporation stops for use in service clamps shall be equal for 3/4", 1" and 2" service tubing and have a maximum working pressure of 350 psi. Corporation stops shall have iron pipe threads with compression coupling connection for copper tubing outlets. A rigid stainless steel insert

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stiffener shall be used inside the PE tubing, when encountered. SEE SECTION 01600 MATERIAL AND EQUIPMENT for APPROVED MANUFACTURE.

2.03 SERVICE TUBING 3/4", 1" AND 2" POLYETHYLENE TUBING (CTS SERVICE TUBING)

- A. Pipe shall be made from virgin, ultra-high molecular weight polyethylene resin meeting the requirements of Type III, Class C, Category P34 polyethylene as defined by ASTM D-1248, latest revision, "Polyethylene Plastics Molding and Extrusion Materials". **All service tubing for East Daviess County Water Association shall be 3/4" unless otherwise noted.**
- B. Dimensions and tolerances shall meet the values as listed in AWWA C-901, latest revision, "Polyethylene (PE) Pressure Pipe Tubing and Fittings". Standard dimension ratio shall be DR-7.3 (OD base), Pressure Class 200 psi.
- C. Pipe shall be rated for use with water at 73.4 degrees F. at a hydrostatic design stress of 630 psi and a maximum working pressure of 200 psi. The pipe shall sustain a water pressure as defined in ASTM D 1598 for 1000 hours with water at 73.4 degrees F.
- D. Surface shall be homogeneous inside and out and completely free of irregularity. Random testing shall be performed at intervals during all production runs to assure uniformity in all respects. The tubing shall carry the National Sanitation Foundation seal of approval for drinking water.
- E. Pipe shall be marked in lettering at intervals of not more than five (5) feet and such marking shall include nominal size; manufacturer's name or trademark; pressure rating for water at 73.4 degrees F., 200 psi; applicable ASTM specification,; ASTM material specification, PE 3406; standard dimension ratio, DR-7.3; the National Sanitation Foundation Seal of Approval (NSF mark) and production code.
- F. Pipe shall be guaranteed in writing against rot, corrosion and defects for 50 years from date of installation, with pipe replacement and labor cost warranted in writing for 25 years from date of installation.

2.04 RESERVED

2.05 METER SETTING EQUIPMENT

- A. Meters shall be placed inside meter boxes using coppersettors with 3/4" or 1" saddle nut connection for the meter. SEE SECTION 01600 MATERIAL AND EQUIPMENT for APPROVED MANUFACTURE. All coppersettors shall have a ball angle meter valve (lockable) stop at the meter inlet and dual check valve on the outlet. coppersettors shall be 12 inches in height with connections for the appropriate service tubing and have a maximum working pressure of 300 psi. .
- B. For larger meters (1-1/2" and 2") the meters shall be installed with ball meter valves on inlet side and the meter outlet side. Meters shall be placed on concrete block or equivalent support inside the meter box.
- C. For individual meter with pressure reducing valves or more than one meter the coppersettors shall be the Tandem type coppersettors as manufactured by Ford, Mueller or Engineer approved equal and 12 inches in height and placed in meter boxes with 18" I.D.
- D. A rigid stainless steel insert stiffener shall be used inside the PE tubing at all connections to the coppersettors.

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2.06 SERVICE METERS

The service meter main body shall be of high grade bronze, with hinges, single lid cover and raised characters cast on the body indicating the direction of flow. Meter shall have a working pressure rating of 150 psi. The register shall be straight reading gallon type. The register unit shall be hermetically sealed, and driven by permanent magnets. The register shall have a center sweep hand and a test circle shall be divided into 100 equal parts and include a flow finder. The register shall carry a minimum 10-year warranty.

The meters shall be manufactured by **BADGER**. The entire unit is to be pre-assembled in a workmanlike manner with all components fitted snugly into the box and fastened to prevent movement. All joints shall be sealed with Teflon tape. The inlet and outlet is to be equipped with compression couplings.

2.08 METER BOXES

Meter boxes shall be precast concrete with dimension as shown on the Drawings. The meter box where installation is to be roadways or sidewalks shall be of concrete construction for vehicular traffic. The meter box, cover and meter setting shall be constructed as shown on the drawings or as directed by the Owner or Engineer. SEE SECTION 01600 MATERIAL AND EQUIPMENT for APPROVED MANUFACTURE.

2.08 ACCESSORIES

- A. Fittings and Couplings
 - 1. Fittings for copper tube shall be wrought copper or cast bronze for soldered joints and brass for flared joints.
 - 2. Flexible couplings as shown or required for copper tube shall be flexible metal hose couplings.
- B. Joints
 - 1. Joints for seamless copper water tube to be installed in concrete and underground shall be flared type and shall have threads in accordance with AWWA C 800.
 - 2. Joints for seamless copper water tube and copper drainage tube installed exposed and inside structures shall be soldered.
 - a. Solder and flux used in joints of water lines, shall contain no more than 0.2% lead.
 - b. Solder shall be Tin-Silver or approved equal.
 - c. Solder flux shall be as recommended by the solder manufacturer.
 - 3. Joints for bright annealed seamless copper tube used in liquid fuel lines shall have flared joints, approved by Underwriter's Laboratories.
 - 4. Joints for small tubing (3/8 inch and smaller) shall be of the locking type compression fittings or soldered as shown in the piping schedule and as directed.

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PART 3 - EXECUTION

3.01 INSTALLATION OF METER SERVICES

All customer meter services shall be reconnected at the closest distance from the existing service line. All locations of the meters shown on the plans are approximate locations. The Owner reserves the right to change the location of the connections from the existing line to the new main.

3.02 INSTALLATION OF SERVICE TUBING

- A. All service tubing installed beneath bituminous or concrete roads shall be jacked under the roads. When State maintained roads are being jacked and rock is encountered, permission to open cut the road shall be obtained by the Contractor from the Department of Transportation's District Permit Engineer. If permission is refused, the Contractor shall attempt to jack at another location and shall continue to do so until a successful crossing is obtained.
- B. Minimum cover for all service lines shall be 36 inches (at all locations) when within the proposed and existing highway right-of-way and construction easements. Additional cover may be required at proposed drainage ditch, storm sewer, or other noted locations.

3.03 BACKFILLING SERVICE TUBING

When service tubing is laid in an open cut across a road of any type surface (crushed stone, bituminous or concrete), the backfill shall consist of Class II granular material (dense graded aggregate) and shall be placed full depth. Payment for Class II material used will not be paid as a separate pay item, but will be included in the price for installing the service tubing.

3.04 INSTALLATION OF COPPER TUBING (not in contract)

- A. Install copper tubing, fittings, specials, and accessories in accordance with the applicable configuration shown on the Contract Drawings and the provisions of the Sections entitled "Trenching, Backfilling and Compacting" and "Pipeline Installation".
- B. Exposed copper tube shall be carefully erected and neatly arranged.
 - 1. Copper tube shall be run parallel with walls inside structures and shall be pitched to drain.
 - 2. Drain valves shall be installed at the low points of liquid filled systems.
 - 3. Valved fill connections shall be provided for closed systems.
- C. Copper tube installed for a compressed air or gas system shall be pitched in the direction of flow.
 - 1. Connections shall be at the top of the main.
 - 2. Low points of the system shall have drip pipes not less than 12 inches long and drain pet-cocks unless automatic moisture traps are shown.
- D. Unions shall be provided on copper tube systems with soldered joints.

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1. Unions shall be located at control valves, solenoid valves, moisture and steam traps, other items of connected equipment and as shown on Contract Drawings.
 2. Unions shall be of cast bronze or brass construction.
 3. Dielectric unions shall be used when connecting copper tube to ferrous metals.
- E. Copper tubing shall be supported and anchored in place by the use of copper or brass units spaced not greater than 10 feet on center and each side of each change of direction.

3.05 FIELD TESTING AND CHLORINATION

- A. Perform hydrostatic and leakage tests in accordance with the applicable provisions of the Section entitled "Leakage Tests", at the test pressure specified or scheduled.
- B. Disinfect piping and appurtenances in accordance with the Section entitled "Chlorination", where specified or scheduled.

-END OF SECTION-

N O T I C E

**DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS
(LETTER OF PERMISSION & LOP WQC AUTHORIZATION)**

PROJECT: Scott County, Item No. 7-102.50
Georgetown Bypass

The Section 404 & 401 activities for this project have been previously permitted under the authority of the Department of the Army Letter of Permission (LOP) & Division of Water LOP Water Quality Certification. In order for these authorizations to be valid, the attached conditions must be followed. The contractor shall post a copy of this LOP Permit & LOP WQC in a conspicuous location at the project site for the duration of 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 Corps of Engineers. A copy of any request to the Corps of Engineers 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.



DEPARTMENT OF THE ARMY
U.S. ARMY ENGINEER DISTRICT, LOUISVILLE
CORPS OF ENGINEERS
P.O. BOX 59
LOUISVILLE KY 40201-0059

REPLY TO
ATTENTION OF:

October 26, 2017

Regulatory Division
South Branch
ID No. LRL-2017-484-let

Mr. Roy Collins
Kentucky Transportation Cabinet
Division of Environmental Analysis
200 Mero Street
Frankfort, Kentucky 40622

Dear Mr. Collins:

This is in regard to your application for a Department of the Army (DA) permit dated May 22, 2017 concerning a plan to extend the Georgetown Bypass in Scott County, Kentucky. We have reviewed your application and submitted information, and have made the following determinations: the work is minor in nature, will not have a significant impact on the environment and should encounter no opposition.

Based on these determinations, the proposed work satisfies the Letter of Permission (LOP) criteria, as specified in our regulations and the procedures outlined in the LOP No. 200600259-pgj. Therefore, you are authorized, in accordance with Section 404 of the Clean Water Act (CWA), to impact 5,089 linear feet (1.5 acres) of streams and 1.1 acres of wetland located in the McCracken Creek, McConnell Run and Dry Run Watersheds. This permission is granted with the following conditions:

- 1) The project shall be constructed in accordance with plans included in the May 22, 2017, application for Kentucky Transportation Cabinet, Item No. 7-102.50 and all subsequent information received regarding changes to the original submittal and/or mitigation plan.
- 2) The permittee must provide proof of purchase for 3,622 AMU stream mitigation credits from the Bluegrass Station Stream Bank and 2 AMU wetland mitigation credits from the Lincoln County Mitigation Site prior to any discharge of dredged or fill material into "waters of the U.S."
- 3) The permittee must comply with the Memorandum of Agreement dated 19 January 2016, between the Federal Highway Administration, the Kentucky Transportation Cabinet, and the Kentucky State Historic Preservation Officer.

- 4) The time limit for completing the work authorized ends on 31 October 2022. If the permittee finds that more time is needed to complete the authorized activity, an application must be submitted for a time extension to this office for consideration at least 1 month before the above date is reached.
- 5) Upon completion of construction you are to notify the District Engineer. The enclosed Completion Report form must be completed and returned to this office.
- 6) The permittee must agree to comply with the enclosed General Conditions.
- 7) The permittee must comply with the agreement outlined in the letter of 7 July 2017, from U.S. Fish and Wildlife Service regarding the Biological Opinion on endangered species within the project area.

This authorization will be effective as soon as we receive your signed acceptance of these conditions. Please sign and date the duplicate copy of this letter in the space provided and return the signed copy in the enclosed envelope. Please note that we also perform periodic inspections to ensure compliance with our permit conditions and appropriate Federal laws.

This letter contains a proffered permit for the extension of the Georgetown Bypass project. If you object to this decision, you may request an administrative appeal under Corps regulations at 33 CFR Part 331. Enclosed you will find a Notification of Appeal Process (NAP) fact sheet and Request for Appeal (RFA) form. If you request to appeal this decision, you must submit a completed RFA form to the Great Lakes and Ohio River Division Office at the following address.

US Army Corps of Engineers
Great Lakes and Ohio River Division
CELRD-CM-O
550 Main Street, Rm 10032
Cincinnati, Ohio 45201-3222

In order for an RFA to be accepted by the Corps, the Corps must determine that it is complete, that it meets the criteria for appeal under 33 CFR Part 331.5, and that it has been received by the Division Office within 60 days of the date of the NAP. Should you decide to submit an RFA form, it must be received at the above address by **December 26, 2017**. It is not necessary to submit an RFA form to the Division Office if you do not object to the decision in this letter.

Copies of this letter will be sent to the appropriate coordinating agencies (see enclosure for addresses).

FOR THE DISTRICT ENGINEER:


Layna Thrush
Project Manager, South
Regulatory Branch

Enclosures

(I accept the conditions of this authorization):



Kentucky Transportation Cabinet

12/1/2017

Date

GENERAL CONDITIONS:

1. Discharges of dredged or fill material into “waters of the U.S.” must be minimized or avoided to the maximum extent practicable at the project site (i.e. on-site). In determining the minimal impact threshold, the Districts will consider the direct, secondary, and cumulative impacts of the fill or work and any mitigation measures.
2. The permittee shall provide a mitigation/monitoring plan for impacts resulting from the placement of fill into “waters of the U.S.” in excess of 300 linear feet of intermittent or perennial stream; the filling of greater than 0.10 acre (4,356 sq. feet) of waters of the U.S.; or work causing more than minimal effects, to compensate for impacts to the “waters of the U.S.” These impact thresholds are applied for each crossing. When mitigation is required, the permittee will develop the mitigation site concurrently with, or in advance of, the site construction unless the Corps determines on a project specific basis that it is not practical to do so. This will ensure that aquatic functions are not lost for long periods of time (e.g. temporal loss) which could adversely affect water quality and wildlife. The requirement for conservation easements or deed restrictions will be determined on a project specific basis.
3. The permittee shall ensure that sedimentation and soil erosion control measures are in place prior to commencement of construction activities. These measures will remain in place and be properly maintained throughout construction. Sedimentation and soil control measures shall include the installation of straw bale barriers, silt fencing and/or other approved methods to control sedimentation and erosion. Sedimentation and erosion controls will not be placed in “waters of the U.S.” except if specifically approved by the District.
4. The permittee shall ensure that areas disturbed by any construction activity, including channel and stream banks, are immediately stabilized and re-vegetated with a combination of non-invasive plants (grasses, legumes and shrubs) which are compatible with the affected area and will not compete with native vegetation.
5. The permittee shall ensure that no in-stream construction activity is performed during periods of high stream flow or during the fish spawning season (April 1 through June 30) without first contacting the Kentucky Department of Fish and Wildlife Resources (KDFWR) for their expertise on impacts to the fishery resource. Additionally, the discharge of dredged and/or fill material in known waterfowl breeding and wintering areas must be avoided to the maximum extent practicable.
6. The permittee will ensure that the activity authorized will not disrupt movement of those aquatic species indigenous to the water body, including those species which normally migrate through the area, unless the activity’s specific purpose is to impound water.

7. The permittee shall ensure that all construction equipment is refueled and maintained on an upland site away from existing streams, drainage ways and wetland areas. Heavy equipment working in wetlands must be placed on mats or other measures must be taken to minimize soil disturbance.

8. The permittee must comply with any case specific special conditions added by the Corps or by the State Section 401 Water Quality Certification (WQC). The conditions imposed in the State Section 401 WQC are also conditions of this LOP.

9. The permittee shall ensure that no activity authorized by the LOP may cause more than a minimal adverse effect on navigation.

10. The permittee shall ensure proper maintenance of any structure or fill authorized by the LOP, in good condition and in conformance with the terms and conditions of the LOP, including maintenance to ensure public safety. The permittee is not relieved of this requirement if the permitted activity is abandoned, although the permittee may make a good faith transfer to a third party. Should the permittee wish to cease to maintain the authorized activity or desire to abandon it without a good faith transfer, the permittee must obtain a modification to the LOP from the Corps, which may require restoration of the area.

11. The permittee shall not perform any work within any Wild and Scenic Rivers or in any river officially designated as a "study river" for possible inclusion in the system, unless the appropriate Federal agency, with direct management responsibility for such river, has determined in writing that the proposed activity authorized by the LOP will not adversely affect the Wild and Scenic River designation or study status. Information on Wild and Scenic Rivers may be obtained from the appropriate Federal Land Management agency in the area (e.g. U.S. Forest Service, Bureau of Land Management, the National Parks Service, or the U.S. Fish and Wildlife Service).

12. The permittee shall not perform any work under the LOP which is likely to jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act, or which is likely to destroy or adversely modify the critical habitat of such species. The permittee shall notify the Corps and coordinate the proposed action with the USFWS to determine if any listed species or critical habitat might be affected and/or adversely modified by the proposed work. No activity is authorized under the LOP which "may affect" a listed species or critical habitat, unless Section 7 consultation addressing the effects of the proposed activity has been completed. At the direction of the Corps, the permittee shall complete the necessary consultation with the USFWS, satisfying the requirements of Section 7(a)(2) of the Endangered Species Act. The permittee shall not begin work until notified by the District Engineer that the requirements of the Endangered Species Act have been satisfied and that the activity is authorized. Authorization of an activity under the LOP does not authorize the "take" of a threatened or endangered species as defined

under the Federal Endangered Species Act. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the U.S. Fish and Wildlife Service, both lethal and non-lethal "takes" of protected species are in violation of the Endangered Species Act.

Obligations under Section 7 of the Act must be reconsidered by the Corps Districts if (1) new information reveals impacts of the proposed action may affect listed species or critical habitat in a manner not previously considered, (2) the proposed action is subsequently modified to include activities which were not considered during consultation, or (3) new species are listed or critical habitat designated that might be affected by the proposed action.

13. The permittee shall not perform any activity under the LOP which may affect historic properties listed, or eligible for listing, in the National Register of Historic Places until the District Engineer has complied with the provisions of 33 CFR Part 325, Appendix C. The permittee must notify the District Engineer if the activity authorized by the LOP may affect any historic properties listed, determined to be eligible or which the permittee has reason to believe may be eligible for listing on the National Register of Historic Places, and shall not begin construction until notified by the District Engineer that the requirements of the National Historic Preservation Act have been satisfied and that the activity is authorized. Information on the location and existence of historic resources can be obtained from the Kentucky Heritage Council.

If the permittee discovers any previously unknown historic or archaeological remains while accomplishing the activity authorized by the LOP, work must be immediately stopped and this office immediately notified regarding the discovery. The District will initiate the Federal, Tribal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

14. The permittee shall not perform any work under the LOP where the discharge of dredged and/or fill material will occur in the proximity of a public water supply intake.

15. No activity, including structures or work in "waters of the U.S." or discharges of dredged or fill material may consist of unsuitable materials (e.g. trash, debris, car bodies, asphalt, etc.) and that materials used for construction or discharge must be free from toxic pollutants in toxic amounts.

16. The permittee shall, to the maximum extent practicable, design the project to maintain pre-construction downstream flow conditions. Furthermore, the work must not permanently restrict or impede the passage of normal or expected high flows and the structure or discharge of fill must withstand expected high flows. The project must provide, to the maximum extent practicable, for retaining excess flows from the site and for establishing flow rates from the site similar to pre-construction conditions.

17. The permittee shall ensure that all temporary fills, authorized under the LOP, be removed in their entirety and the affected areas returned to pre-construction elevation.

18. Representatives from the Corps of Engineers and/or the State of Kentucky may inspect any authorized activity or mitigation site at any time deemed necessary to ensure compliance with the terms and conditions of the LOP, Section 401 WQC, and applicable laws.

19. All work authorized by this LOP must be completed within five years after the date of the Corps authorization letter. If you find you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least three months before the expiration date.

20. The permittee, after completion of work under the LOP, shall submit a signed certification letter regarding the completed work and required mitigation, if applicable. The certification letter will include a statement that the work was done in accordance with the LOP authorization including compliance with all general and special conditions and completion of mitigation work.

21. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished with the terms and conditions of the LOP.

22. For Section 10 waters, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work 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 navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

Applicant: KYTC	File Number: LRL-2017-484	Date: 26 Oct 2017
Attached is:		See Section below
	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)	A
X	PROFFERED PERMIT (Standard Permit or Letter of permission)	B
	PERMIT DENIAL	C
	APPROVED JURISDICTIONAL DETERMINATION	D
	PRELIMINARY JURISDICTIONAL DETERMINATION	E

SECTION I - The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at http://www.usace.army.mil/CECW/Pages/reg_materials.aspx or Corps regulations at 33 CFR Part 331.

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit.

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **OBJECT:** If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **APPEAL:** If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

C: PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

D: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information.

- **ACCEPT:** You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.
- **APPEAL:** If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

E: PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.

SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT

REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:

If you have questions regarding this decision and/or the appeal process you may contact:
Layna Thrush
U.S. Army Corps of Engineers
P.O. Box 59, Rm 752
Attn: CELRL-RD
Louisville, Kentucky 40201-0059
(502) 315-6714

If you only have questions regarding the appeal process you may also contact:
U.S. Army Corps of Engineers
ATTN: Jacob Siegrist
Appeal Review Officer CELRD-PD-REG
550 Main Street, Room 10524
Cincinnati, OH 45202-3222
TEL (513) 684-2699; FAX (513) 684-2460

RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.

Signature of appellant or agent.	Date:	Telephone number:
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ADDRESSES FOR COORDINATING AGENCIES

Mr. Duncan Powell
USEPA, Region 4
Sam Nunn Atlanta Federal Center
61 Forsyth Street, SW
Atlanta, GA 30303-8960

Mr. Lee Andrews
U.S. Fish & Wildlife Service
JC Watts Federal Building
330 West Broadway, Room 265
Frankfort, KY 40601

Ms. Andrea Keatley
Kentucky Energy & Environment Cabinet
Division of Water
200 Fair Oaks, 4th Floor
Frankfort, KY 40601

Mr. Gregory Johnson, Commissioner
KY Dept. of Fish and Wildlife Resources
#1 Sportsman's Lane
Frankfort, KY 40601



MATTHEW G. BEVIN
GOVERNOR

CHARLES G. SNAVELY
SECRETARY

ENERGY AND ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION

AARON B. KEATLEY
COMMISSIONER

300 SOWER BOULEVARD
FRANKFORT, KENTUCKY 40601

September 19, 2017

David Waldner
Kentucky Transportation Cabinet (KYTC)
200 Mero St
Frankfort, KY 40622

Re: Letter of Permission No.: 2017-059-7
AI No.: 109456; Activity ID: APE20170001
KYTC Item No.: 7.102.5
USACE ID No.: LRL-2017-00484-cdb
McCracken Creek, McConnell Run, Dry Run,
and Unnamed Tributaries
Scott County, Kentucky

Dear Mr. Waldner:

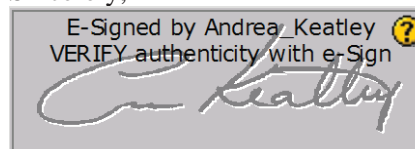
This letter transmits to you a copy of our General Water Quality Certification for the Letter of Permission Authorizing Transportation Projects for the Kentucky Transportation Cabinet – Georgetown NW Bypass Extension Project in Scott, County, Kentucky, in accordance with plans included in the “Application for Permit to Construct Across or Along a Stream and/or Water Quality Certification” received May 22, 2017 and updated impacts received via email on July 18, 2017 including impacts to 858 linear feet of ephemeral stream, 3,245 linear feet of intermittent stream, and 986 linear feet of perennial stream and 1.091 acre of wetland.

An individual Water Quality Certification is not necessary for this activity provided that this project has satisfies the Transportation Letter of Permission from the U.S. Army Corps of Engineers (Letter of Permission for Transportation Projects, Corps ID No. LRL-2006-259, issued October 03, 2007 and revised October 28, 2010) and all conditions of the attached General Water Quality Certification - Letter of Permission Authorizing Transportation Projects are met.

Although an Individual WQC is not needed, other permits from the Division of Water may be required. If the project will disturb one acre or more of land, or is part of a larger common plan of development or sale that will ultimately disturb one acre or more of land, a Kentucky Pollution Discharge Elimination System (KPDES) stormwater permit shall be required from the Surface Water Permits Branch. This permit requires the development of a Stormwater Pollution Prevention Plan (SWPPP). The SWPPP must include erosion prevention and sediment control measures. Contact: Surface Water Permits Branch (SWPB) Support (502-564-3410 or SWPBsupport@ky.gov)

All future correspondence on this project must reference **AI No. 109456**. If you should have any questions concerning this letter, please contact Samantha Kaiser of my staff, at (502) 782-6995 or Samantha.Kaiser@ky.gov.

Sincerely,



Andrea Keatley, Manager
Water Quality Branch
Kentucky Division of Water

Attachment

cc: Roy Collins, KYTC: Frankfort (via email: RoyC.Collins@ky.gov)
Danny Peake, KYTC: Frankfort (via email: Danny.Peake@ky.gov)
Dave Harmon, KYTC: Frankfort (via email: Dave.Harmon@ky.gov)
Crystal Byrd, USACE: Louisville (via email: Crystal.D.Byrd@usace.army.mil)
Lee Andrews, USFWS: Frankfort (via email: Teresa_Hyatt@fws.gov)
Malissa McAlister, Kentucky River Basin Coordinator (via email: mlmal2@uky.edu)
Steve Rice, HMB Professional Engineers, Inc. (via email: srice@hmbpe.com)

GENERAL CONDITIONS FOR WATER QUALITY CERTIFICATION

1. 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.
2. Nationwide permits issued by the U.S. Army Corps of Engineers for projects in Outstanding State Resource Waters, Cold Water Aquatic Habitats, and Exceptional Waters as defined by 401 KAR 10:026 shall require individual water quality certifications.
3. Projects requiring in-stream stormwater detention/retention basins shall require individual water quality certifications.
4. 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.
5. Sediment and erosion control measures (e.g., check-dams, silt fencing, or hay bales) 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, placement shall not be conducted in such a manner that may cause instability of streams that are adjacent to, upstream, or downstream of the structures. All sediment and erosion control measures shall be removed and the natural grade restored prior to withdrawal from the site.
6. Measures shall be taken to prevent or control spills of fuels, lubricants, or other toxic materials used in construction from entering the watercourse.
7. To the maximum extent practicable, all in-stream work under this certification shall be performed during low flow.
8. 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 where such in-stream work is unavoidable, then it shall be performed in such a manner and duration as to minimize re-suspension of sediments and disturbance to the channel, banks, or riparian vegetation.
9. If there are water supply intakes located downstream that may be affected by increased turbidity, the permittee shall notify the operator when work will be performed.
10. Removal of existing riparian vegetation should be restricted to the minimum necessary for project construction.

11. Should stream pollution, 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 800/564-2380.



Matthew G. Bevin
Governor

Charles G. Snaveley
Secretary

ENERGY AND ENVIRONMENTAL PROTECTION CABINET

DEPARTMENT FOR ENVIRONMENTAL PROTECTION

DIVISION OF WATER

200 FAIR OAKS LANE

FRANKFORT, KENTUCKY 40601

www.kentucky.gov

**General Certification -- Letter of Permission Authorizing Transportation
Projects (LRL-2006-259-pgj- Date: 28 Oct 2010)**

This general certification is issued February 26, 2016, by the Kentucky Division of Water, 401 Water Quality Certification Program in conformity with the requirements of Sections 301, 302, 304, 306 and 401, as amended (33 U.S.C. §1341), of the Clean Water Act, as well as Kentucky Statute KRS 224.16-050 and Kentucky Administrative Regulations Title 401, Chapter 9 and 10.

For this and all general permits, the definition of surface water is as per 401 KAR 10:001 Chapter 10, Section 1(80): Surface Waters mean 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 surface waters of the commonwealth.

In addition to all the restrictions and conditions of the U.S. Army Corps of Engineers, Louisville District Letter of Permission Issuance (LRL-2006-259-pgj) hereby incorporated into this general certification (included herein), the following 401 Water Quality Certification criteria applies to all transportation projects certified under a Certified Letter of Permission issued by the Kentucky Division of Water, 401 Water Quality Certification Program:

1. The activity will not qualify for this general certification if it is proposed to 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 Water.
2. The activity will not qualify for this general certification if it is proposed to occur within surface waters of the Commonwealth identified as perpetually-protected (e.g. deed restriction, conservation easement) stream and/or wetland mitigation sites permitted by the U.S. Army Corps of Engineers under Section 404 of the Clean Water Act.

Certification of Transportation Letter of Permission

Page 2

3. The Kentucky Division of Water may require an individual certification for any project if the project is likely to have adverse impacts to water quality or degrade the waters of the Commonwealth so that existing uses of the water body or downstream waters are precluded.
4. Activities qualifying for coverage under this General Water Quality Certification are subject to the following conditions:
 - The proposed relocation of an existing stream or channel will be designed and constructed to ensure the stability of the relocated stream or channel. Stream habitat enhancements, such as bioengineering methods and/or best management practices for protecting water quality will be considered, on a case-by-case basis, during the design process. Documentation must be provided if stream habitat enhancements will not be used for the proposed stream relocation.
 - 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 state water quality are maintained (401 KAR Chapter 10).
 - 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 notifying the Kentucky Division of Water. 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 in the right-of-way shall be limited to that necessary.
 - 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 should be performed in low-flow or no-flow instances or in such a manner and duration as to minimize turbidity and disturbance to substrates and bank or riparian vegetation.

Certification of Transportation Letter of Permission

Page 3

- Fill shall not be of such composition that it will adversely affect the biological, chemical, or physical properties of the receiving waters and associated 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.
- If there are water supply intakes located downstream that may be affected by increased turbidity and suspended solids, the permittee shall notify the public supply system when such work will be done.
- Should evidence of stream and/or wetland pollution 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 Environmental Response Team (ERT) shall be notified immediately by calling 1-800-928-2380 or 502-564-2380.

This general certification does not have an expiration date, however if the need for changes develop or if the U.S. Army Corps of Engineers, Louisville District makes modifications to the Letter of Permission (LRL-2006-259-pgj- Date: 28 Oct 2010) then a certification modification may be issued. Non-compliance with the conditions of this general certification or failure to maintain Kentucky state water quality standards may result in civil penalties.



MATTHEW G. BEVIN
GOVERNOR

CHARLES G. SNAVELY
SECRETARY

ENERGY AND ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION

AARON B. KEATLEY
COMMISSIONER

300 SOWER BOULEVARD
FRANKFORT, KENTUCKY 40601

May 22, 2018

Kelly Baker
KYTC District 7
763 W New Circle Rd
Lexington, KY 40511

Re: KYR10 Coverage Acknowledgment
KPDES No.: KYR10M554
Georgetown NW Bypass
Permit Type: Construction
AI ID: 109456
Scott County, Kentucky

Dear Kelly Baker

The discharges associated with the Notice of Intent you submitted have been approved for coverage under the "Kentucky Pollutant Discharge Elimination System (KPDES) General Permit for Storm Water Discharges Associated with Construction Activities (KYR100000)" master general permit. Your coverage becomes effective on the date of this letter, and will automatically terminate two years from the effective date of your coverage unless an extension is requested prior to the termination date, until the KYR100000 master general permit expires on November 30, 2019, or the Division of Water revokes coverage, whichever comes first. During this period of coverage all discharges shall comply with the conditions of the KYR100000 master general permit. This permit and links to the eNOI (and permit coverage extension) and eNOT forms can be found on our website:

<http://dep.ky.gov/formslibrary/Documents/KYR10PermitPage.pdf>.

Any questions concerning the general permit and its requirements should be directed to me at 502-782-7048 or email me at Justina.Bascombe@ky.gov

Construction Site GPS Coordinates: 38.273611 , -84.593889
Receiving Water: Dry Run

Sincerely,

A handwritten signature in black ink that reads "Justina Bascombe".

Justina Bascombe
Surface Water Permits Branch
Division of Water

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



Kentucky Transportation Cabinet

Highway District Seven

And

_____ **(2), Construction**

Kentucky Pollutant Discharge Elimination System

Permit KYR10

Best Management Practices (BMP) plan

Groundwater protection plan

For Highway Construction Activities

For

Scott County

Georgetown NW Bypass

Project: PCN ## - #####

KyTC BMP Plan for Project PCN ## -

Project information

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

1. Owner – Kentucky Transportation Cabinet, District Seven
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: Georgetown NW Bypass (1)
6. Latitude/Longitude 38/16/25 North, 84/35/38 West (1)
7. County: Scott (1)
8. Project start date (date work will begin): (2)
9. Projected completion date: (2)

KyTC BMP Plan for Project PCN ## -

A. Site description:

1. Nature of Construction Activity: Construct Georgetown Northwest Bypass from US 460 east to KY 32
2. Order of major soil disturbing activities (2) and (3)
3. Projected volume of material to be moved: 394,242 Excavation & 340,508 Embankment (1)
4. Estimate of total project area: 99.5 acres
5. Estimate of area to be disturbed: 99.5 acres
6. Post construction runoff coefficient will be included in the project drainage folder. Persons needing information pertaining to the runoff coefficient will contact the resident engineer to request this information. (1)
7. Data describing existing soil condition. Wet and/or soft soils may be found during construction due to seasonal fluctuations in the water table. Ponds and open sinkholes are located throughout the project as shown on the plans. (1) & (2)
8. Data describing existing discharge water quality (if any) (1) & (2)
9. Receiving water name: North Elkhorn Creek and McCracken Creek
10. TMDLs and Pollutants of Concern in Receiving Waters: (1 DEA)
11. Site map – Project layout sheet plus the erosion control sheets in the project plans that depict Disturbed Drainage Areas (DDAs) and related information. These sheets depict the existing project conditions with areas delineated by DDA (drainage area bounded by watershed breaks and right of way limits), the storm water discharge locations (either as a point discharge or as overland flow) and the areas that drain to each discharge point. These plans define the limits of areas to be disturbed and the location of control measures. Controls will be either site specific as designated by the designer or will be annotated by the contractor and resident engineer before disturbance commences. The project layout sheet shows the surface waters and wetlands.
12. Potential sources of pollutants:

KyTC BMP Plan for Project PCN ## -

The primary source of pollutants is solids that are mobilized during storm events. Other sources of pollutants include oil/fuel/grease from servicing and operating construction equipment, concrete washout water, sanitary wastes and trash/debris. (3)

B. Sediment and Erosion Control Measures:

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

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

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

KyTC BMP Plan for Project PCN ## -

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

KyTC BMP Plan for Project PCN ## -

- Removal of Silt Traps Type B from ditches and drainways if they are protected with other BMP's which are sufficient to control erosion, i.e. Erosion Control Blanket or Permanent Seeding and Protection on moderate grades.
 - Permanent Seeding and Protection
 - Placing Sod
 - Planting trees and/or shrubs where they are included in the project
- BMP's including Storm Water Management Devices such as velocity dissipation devices and Karst policy BMP's to be installed during construction to control the pollutants in storm water discharges that will occur after construction has been completed are : (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 Resident Engineer if there any hazardous wastes being generated at the project site and how these wastes are being managed. Site personnel will be instructed with regard to proper storage and handling of hazardous wastes when required. The Transportation Cabinet will file for generator, registration when appropriate, with the Division of Waste Management and advise the contractor regarding waste management requirements.

4. Spill Prevention

KyTC BMP Plan for Project PCN ## -

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

➤ **Good Housekeeping:**

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

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

➤ **Hazardous Products:**

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

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

The following product-specific practices will be followed onsite:

➤ **Petroleum Products:**

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

KyTC BMP Plan for Project PCN ## -

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

KyTC BMP Plan for Project PCN ## -

- appropriate, brooms, dust pans, mops, rags, gloves, oil absorbents, sand, sawdust, and plastic and metal trash containers.
- All spills will be cleaned up immediately after discovery.
 - The spill area will be kept well ventilated and personnel will wear appropriate protective clothing to prevent injury from contact with a hazardous substance.
 - Spills of toxic or hazardous material will be reported to the appropriate state/local agency as required by KRS 224 and applicable federal law.
 - The spill prevention plan will be adjusted as needed to prevent spills from reoccurring and improve spill response and cleanup.
 - Spills of products will be cleaned up promptly. Wastes from spill clean up will be disposed in accordance with appropriate regulations.

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)

KyTC BMP Plan for Project PCN ## -

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 70 percent of the design capacity and at the end of the job.
- Diversion dikes and berms will be inspected and any breaches promptly repaired. Areas that are eroding or scouring will be repaired and re-seeded / mulched as needed.
- Temporary and permanent seeding and mulching will be inspected for bare spots, washouts, and healthy growth. Bare or eroded areas will be repaired as needed.
- All material storage and equipment servicing areas that involve the management of bulk liquids, fuels, and bulk solids will be inspected weekly for conditions that represent a release or possible release of pollutants to the environment.

G. Non – Storm Water discharges

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

KyTC BMP Plan for Project PCN ## -

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

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

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);

KyTC BMP Plan for Project PCN ## -

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.)

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

Contractor and Resident Engineer Plan certification

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

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

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

Resident Engineer and Contractor Certification:

(2) Resident Engineer signature

Signed _____ title _____, _____ signature
 Typed or printed name²

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

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.

KENTUCKY TRANSPORTATION CABINET
COMMUNICATING ALL PROMISES (CAP)
ACTIVE

12 SEP 2018

Item No.	7 - 102.5			Project Mgr.	ky\stuart.goodpaster
			County	SCOTT	Route -
CAP #	Date of Promise	Promise made to:	Location of Promise		
1	31-MAY-17	Ryan Tinsley - Strand	P17		
CAP Description					
Property Owner through ROW Agent has requested the mailbox in the island of the entrance on P17 be allowed to stay in place. A "Do Not Disturb Note" will be added to Plan Sheet R45.					
2	05-OCT-17	Stuart Goodpaster	P2		
CAP Description					
Per administrative settlement an encasement pipe for a water service line will be added near Station 180+00. Estimated size of encasement pipe is 6 inches. Encasement pipe will be added to Sheet R9.					

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 2012* 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.
- 2) Provide at least 40 preprogrammed messages available for use at any time. Provide for quick and easy change of the displayed message; editing of the message; and additions of new messages.
- 3) Provide a controller consisting of:
 - a) Keyboard or keypad.
 - b) Readout that mimics the actual sign display. (When LCD or LCD type readout is used, include backlighting and heating or otherwise arrange for viewing in cold temperatures.)
 - c) Non-volatile memory or suitable memory with battery backup for storing pre-programmed messages.
 - d) Logic circuitry to control the sequence of messages and flash rate.
- 4) Provide a serial interface that is capable of supporting complete remote control ability through land line and cellular telephone operation. Include communication software capable of immediately updating the message, providing complete sign status, and allowing message library queries and updates.
- 5) Allow a single person easily to raise the sign to a satisfactory height above the pavement during use, and lower the sign during travel.
- 6) Be Highway Orange on all exterior surfaces of the trailer, supports, and controller cabinet.
- 7) Provide operation in ambient temperatures from -30 to + 120 degrees Fahrenheit during snow, rain and other inclement weather.
- 8) Provide the driver board as part of a module. All modules are interchangeable, and have plug and socket arrangements for disconnection and reconnection. Printed circuit boards associated with driver boards have a conformable coating to protect against moisture.
- 9) Provide a sign case sealed against rain, snow, dust, insects, etc. The lens is UV stabilized clear plastic (polycarbonate, acrylic, or other approved material) angled to prevent glare.
- 10) Provide a flat black UV protected coating on the sign hardware, character PCB, and appropriate lens areas.
- 11) Provide a photocell control to provide automatic dimming.

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

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

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

2.3 Power.

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

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

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

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

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

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

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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:

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
02671	Portable Changeable Message Sign	Each

Effective June 15, 2012

9T

SPECIAL NOTE FOR DRY-LAID ROCK FENCES

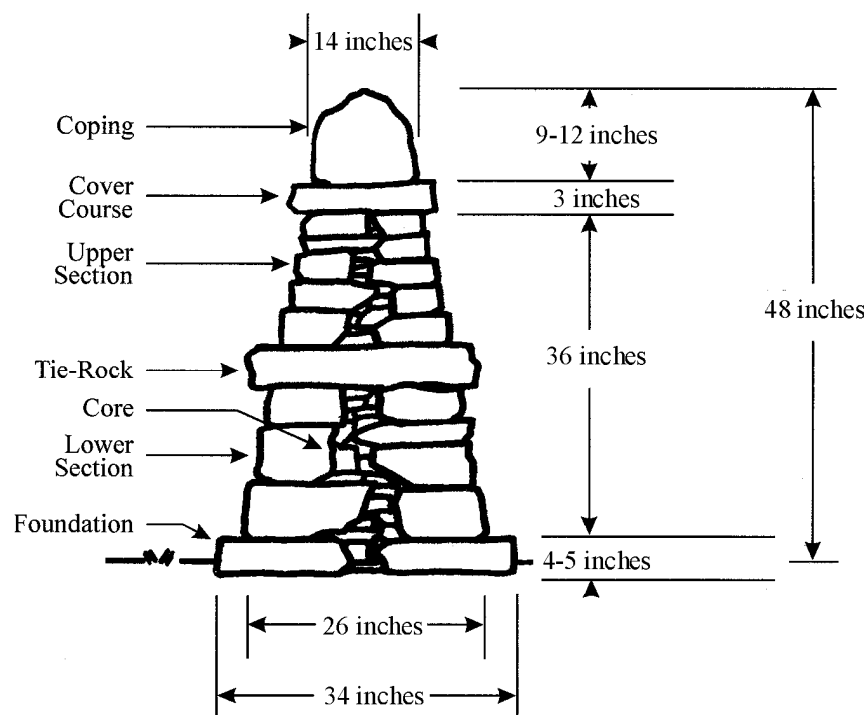
This Special Note will apply when indicated on the plans or in the proposal. Section references herein are to the Department's 2012 Standard Specifications for Road and Bridge Construction.

1.0 DESCRIPTION. Preparation and construction of dry-laid rock fences.

2.0 MATERIALS. Move, store, and supply the rock at no expense to the Department. When relocating or repairing existing fences, use the original rock whenever possible. Dismantle existing fences manually or by methods that do not contaminate the rock with soil.

3.0 CONSTRUCTION. Lay out the fence line in advance to provide continuity in its appearance. Construct in close conformance to Figure 1. If the height of the fence differs from Figure 1, maintain a 1:6 batter.

Figure 1



3.1 Subgrade. Level and compact the subgrade. Remove all organic matter.

3.2 Foundation. Place foundation stones so their upper surfaces are level and lower surfaces are fully supported by the subgrade or through stone underpinning. Underpinning from the front is unacceptable. Assure that more than half of the width of each foundation stone extends under the lower course.

9T

3.3 Core. Use large stone when practical and continue with smaller stone until all gaps are filled. Interlock stones as much as possible.

3.4 Lower Course. Use the larger face stone on the lower course. Place so joints are overlapped. Point the long side of the stone in whenever possible. Fully support all face stones. Build one layer at a time, pack and level the core simultaneously. Level the lower course at 18 inches above the foundation for the tie rocks.

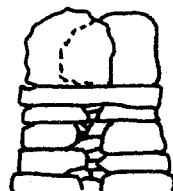
3.5 Tie Rocks. Place on 36-inches centers. Overlap lower course joints whenever possible. Use single stones that overhang the leveled lower course by 2 to 4 inches on both sides of the fence. Fully support all tie rocks.

3.6 Upper Coarse. Continue to place face stones around and over the tie rocks as on the lower course. Level the upper course at 3 feet above the foundation for the cover course.

3.7 Cover Course. Use single stones that overhang the leveled upper course by 2 to 3 inches. Fully support all cover stones.

3.8 Coping. Place a single cope on top of the cover course. Use stones that do not overhang the cover course. Angle the cope stones at 15 degrees sloping downhill. Keep the top surface of the cope at a leveled height between 9 and 12 inches. Drive in stone pins to level and lock in the cope. If requested by the landowner, the Engineer may require a double cope (figure 2). If a double cope is used, widen the fence from the foundation up to accommodate.

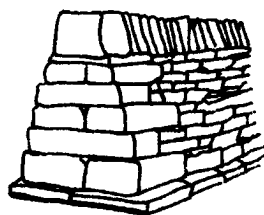
Figure 2



3.9 Pinning. Pin only when support is needed, not for appearance. Avoid using multiple pins, use one stone for one hole.

3.10 Wallheads. End fences with flush vertical wallheads using large stone for stability. Construct in close conformance to Figure 3.

Figure 3



9T

4.0 MEASUREMENT. The Department will measure the quantity of dry-laid rock fence in linear feet.

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

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
20063EN9T	Dry-laid Rock Fence	Linear Feet

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

June 15, 2012

SPECIAL NOTE FOR BARCODE LABEL ON PERMANENT SIGNS

1.0 DESCRIPTION. Install barcode label on sheeting signs. Section references herein are to the Department’s 2012 Standard Specifications for Road and Bridge Construction.

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

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

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

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

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

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

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

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

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

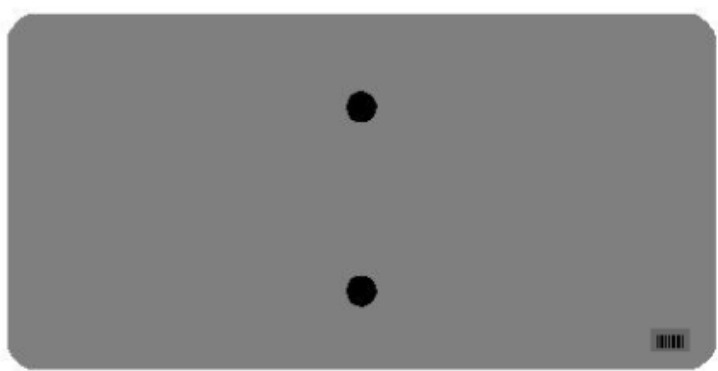
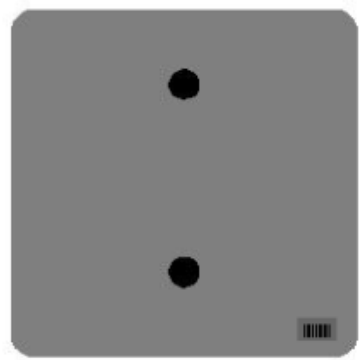
<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
24631EC	Barcode Sign Inventory	Each

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

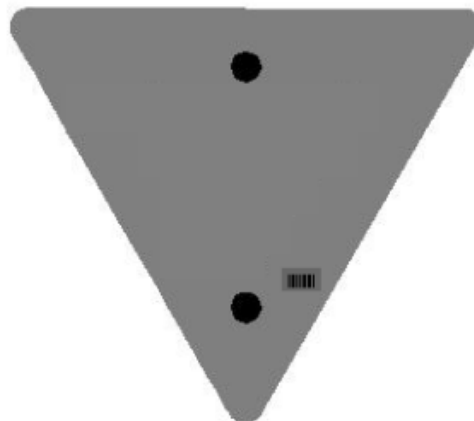
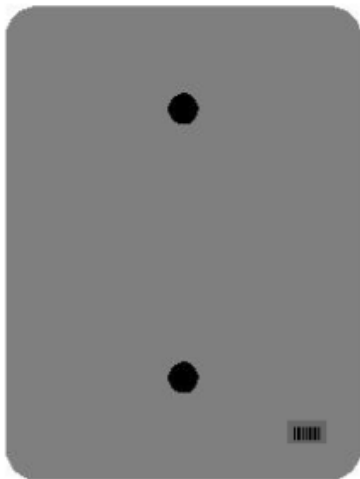
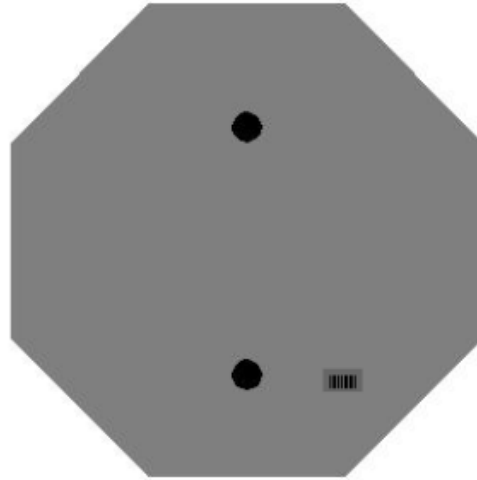
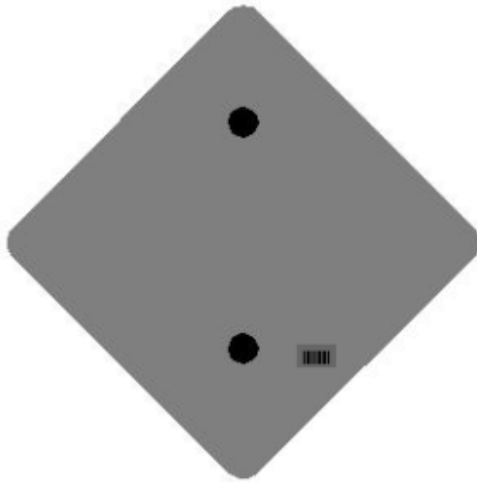
One Sign Post



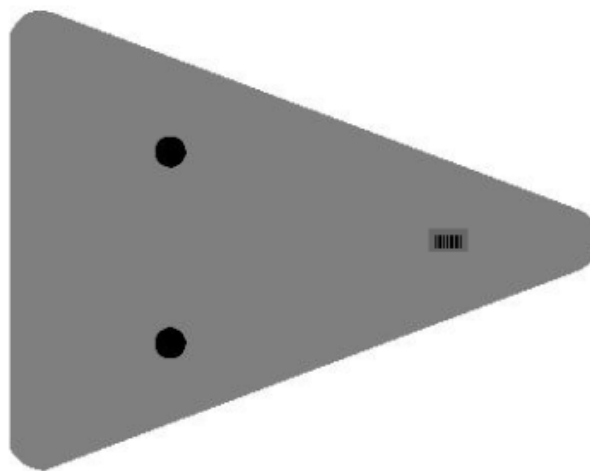
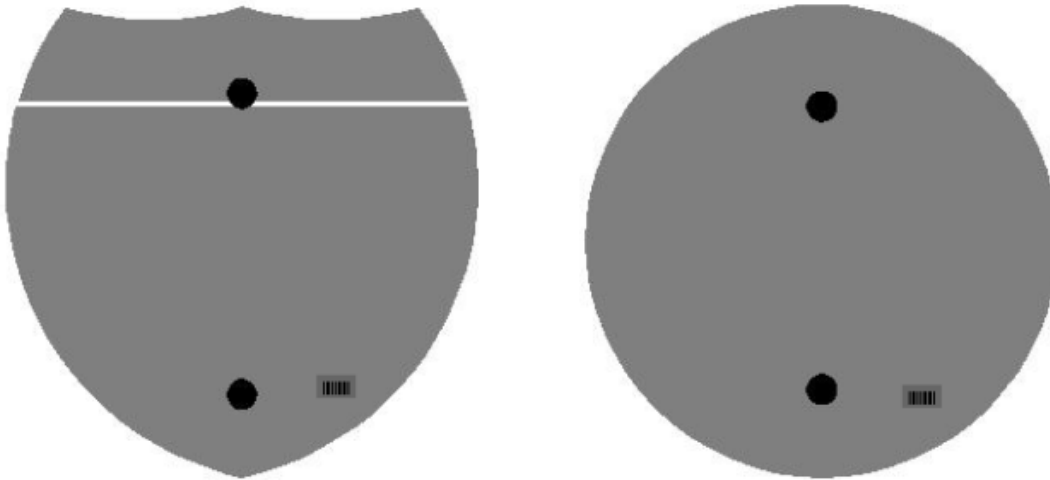
↑
2" Wide Post



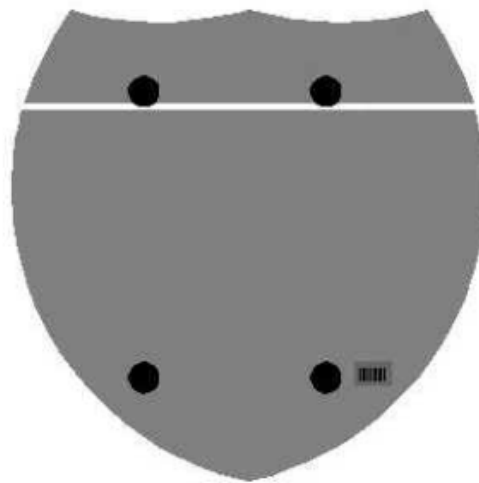
One Sign Post



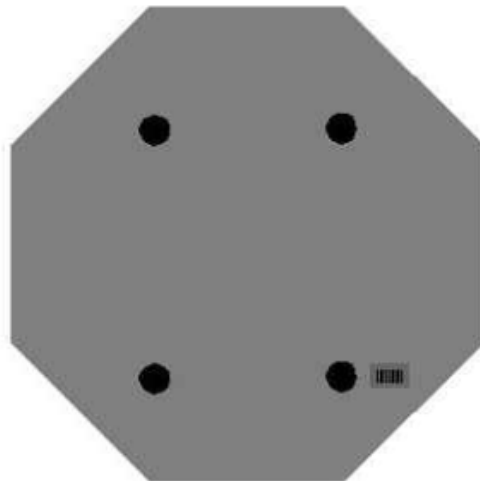
One Sign Post



Double Sign Post



Interstate
Shield

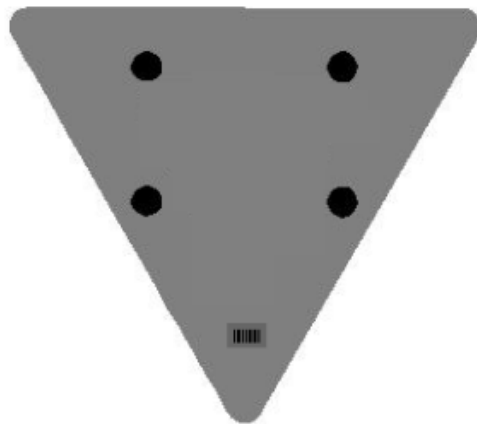


48" Stop

2 Post Signs



↑
2" Wide Post



PART III

EMPLOYMENT, WAGE AND RECORD REQUIREMENTS

FHWA-1273 -- Revised May 1, 2012

**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
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

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.

ATTACHMENTS

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

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.

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).

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 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.

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.

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

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.

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).

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.

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.

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-the-job training."

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

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or 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 non-minority group members and women employed in each work classification on the project;

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

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

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

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

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$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-of-way 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 federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

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

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:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 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

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

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

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

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.

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 administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance.

Revised: January 25, 2017

Standard Title VI/Non-Discrimination Assurances

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, **Federal Highway Administration**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **Federal Highway Administration** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **Federal Highway Administration**, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **Federal Highway Administration** may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **Federal Highway Administration** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Standard Title VI/Non-Discrimination Statutes and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*)

EXECUTIVE BRANCH CODE OF ETHICS

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

KRS 11A.040 (7) provides:

No present or former public servant shall, within six (6) months following termination of his office or employment, accept employment, compensation, or other economic benefit from any person or business that contracts or does business with, or is regulated by, the state in matters in which he was directly involved during the last thirty-six (36) months of his tenure. This provision shall not prohibit an individual from returning to the same business, firm, occupation, or profession in which he was involved prior to taking office or beginning his term of employment, or for which he received, prior to his state employment, a professional degree or license, provided that, for a period of six (6) months, he personally refrains from working on any matter in which he was directly involved during the last thirty-six (36) months of his tenure in state government. This subsection shall not prohibit the performance of ministerial functions, including but not limited to filing tax returns, filing applications for permits or licenses, or filing incorporation papers, nor shall it prohibit the former officer or public servant from receiving public funds disbursed through entitlement programs.

KRS 11A.040 (9) states:

A former public servant shall not represent a person or business before a state agency in a matter in which the former public servant was directly involved during the last thirty-six (36) months of his tenure, for a period of one (1) year after the latter of:

- a) The date of leaving office or termination of employment; or
- b) The date the term of office expires to which the public servant was elected.

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

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

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

In case of doubt, the law permits you to request an advisory opinion from the Executive Branch Ethics Commission, 3 Fountain Place, Frankfort, Kentucky 40601; telephone (502) 564-7954.

Revised: January 27, 2017

General Decision Number: KY180100 10/05/2018 KY100

Superseded General Decision Number: KY20170100

State: Kentucky

Construction Type: Highway

Counties: Anderson, Bath, Bourbon, Boyd, Boyle, Bracken, Breckinridge, Bullitt, Carroll, Carter, Clark, Elliott, Fayette, Fleming, Franklin, Gallatin, Grant, Grayson, Greenup, Hardin, Harrison, Henry, Jefferson, Jessamine, Larue, Lewis, Madison, Marion, Mason, Meade, Mercer, Montgomery, Nelson, Nicholas, Oldham, Owen, Robertson, Rowan, Scott, Shelby, Spencer, Trimble, Washington and Woodford Counties in Kentucky.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 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 \$10.35 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 2018. 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	01/05/2018
1	01/19/2018
2	03/23/2018
3	04/20/2018
4	06/01/2018
5	06/15/2018
6	06/22/2018
7	07/13/2018
8	08/17/2018
9	10/05/2018

BRIN0004-003 06/01/2017

BRECKENRIDGE COUNTY

Rates Fringes

BRICKLAYER.....\$ 26.80 12.38

BRKY0001-005 06/01/2017

BULLITT, CARROLL, GRAYSON, HARDIN, HENRY, JEFFERSON, LARUE,
MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, & TRIMBLE
COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 26.80	12.38

BRKY0002-006 06/01/2017

BRACKEN, GALLATIN, GRANT, MASON & ROBERTSON COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 27.81	13.01

BRKY0007-004 06/01/2017

BOYD, CARTER, ELLIOT, FLEMING, GREENUP, LEWIS & ROWAN COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 32.98	19.02

BRKY0017-004 06/01/2017

ANDERSON, BATH, BOURBON, BOYLE, CLARK, FAYETTE, FRANKLIN,
HARRISON, JESSAMINE, MADISON, MERCER, MONTGOMERY, NICHOLAS,
OWEN, SCOTT, WASHINGTON & WOODFORD COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 26.47	12.76

CARP0064-001 05/01/2015

	Rates	Fringes
CARPENTER.....	\$ 27.50	16.06
Diver.....	\$ 41.63	16.06
PILEDRIVERMAN.....	\$ 27.75	16.06

ELEC0212-008 06/04/2018

BRACKEN, GALLATIN and GRANT COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 28.39	18.98

ELEC0212-014 11/27/2017

BRACKEN, GALLATIN & GRANT COUNTIES:

	Rates	Fringes
Sound & Communication Technician.....	\$ 23.55	11.26

ELEC0317-012 06/01/2018

BOYD, CARTER, ELLIOT & ROWAN COUNTIES:

	Rates	Fringes
ELECTRICIAN (Wiremen)		
Cable Splicer.....	\$ 32.68	18.13
Electrician.....	\$ 33.75	20.03

ELEC0369-007 05/30/2018

ANDERSON, BATH, BOURBON, BOYLE, BRECKINRIDGE, BULLITT, CARROLL,
CLARK, FAYETTE, FRAONKLIN, GRAYSON, HARDIN, HARRISON, HENRY,
JEFFERSON, JESSAMINE, LARUE, MADISON, MARION, MEADE, MERCER,
MONTGOMERY, NELSON, NICHOLAS, OLDHAM, OWEN, ROBERTSON, SCOTT,
SHELBY, SPENCER, TRIMBLE, WASHINGTON, & WOODFORD COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 31.66	17.01

ELEC0575-002 05/28/2018

FLEMING, GREENUP, LEWIS & MASON COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 32.45	16.43

ENGI0181-018 07/01/2017

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 31.95	15.15
GROUP 2.....	\$ 29.09	15.15
GROUP 3.....	\$ 29.54	15.15
GROUP 4.....	\$ 28.77	15.15

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - A-Frame Winch Truck; Auto Patrol; Backfiller;
Batcher Plant; Bituminous Paver; Bituminous Transfer
Machine; Boom Cat; Bulldozer; Mechanic; Cableway; Carry-All
Scoop; Carry Deck Crane; Central Compressor Plant; Cherry
Picker; Clamshell; Concrete Mixer (21 cu. ft. or Over);
Concrete Paver; Truck-Mounted Concrete Pump; Core Drill;
Crane; Crusher Plant; Derrick; Derrick Boat; Ditching &
Trenching Machine; Dragline; Dredge Operator; Dredge
Engineer; Elevating Grader & Loaders; Grade-All; Gurries;
Heavy Equipment Robotics Operator/Mechanic; High Lift;
Hoe-Type Machine; Hoist (Two or More Drums); Hoisting

Engine (Two or More Drums); Horizontal Directional Drill Operator; Hydrocrane; Hyster; KeCal Loader; LeTourneau; Locomotive; Mechanic; Mechanically Operated Laser Screed; Mechanic Welder; Mucking Machine; Motor Scraper; Orangepeel Bucket; Overhead Crane; Piledriver; Power Blade; Pumpcrete; Push Dozer; Rock Spreader, attached to equipment; Rotary Drill; Roller (Bituminous); Rough Terrain Crane; Scarifier; Scoopmobile; Shovel; Side Boom; Subgrader; Tailboom; Telescoping Type Forklift; Tow or Push Boat; Tower Crane (French, German & other types); Tractor Shovel; Truck Crane; Tunnel Mining Machines, including Moles, Shields or similar types of Tunnel Mining Equipment

GROUP 2 - Air Compressor (Over 900 cu. ft. per min.); Bituminous Mixer; Boom Type Tamping Machine; Bull Float; Concrete Mixer (Under 21 cu. ft.); Dredge Engineer; Electric Vibrator; Compactor/Self-Propelled Compactor; Elevator (One Drum or Buck Hoist); Elevator (When used to Hoist Building Material); Finish Machine; Firemen & Hoist (One Drum); Flexplane; Forklift (Regardless of Lift Height); Form Grader; Joint Sealing Machine; Outboard Motor Boat; Power Sweeper (Riding Type); Roller (Rock); Ross Carrier; Skid Mounted or Trailer Mounted Concrete Pump; Skid Steer Machine with all Attachments; Switchman or Brakeman; Throttle Valve Person; Tractair & Road Widening Trencher; Tractor (50 H.P. or Over); Truck Crane Oiler; Tugger; Welding Machine; Well Points; & Whirley Oiler

GROUP 3 - All Off Road Material Handling Equipment, including Articulating Dump Trucks; Greaser on Grease Facilities servicing Heavy Equipment

GROUP 4 - Bituminous Distributor; Burlap & Curing Machine; Cement Gun; Concrete Saw; Conveyor; Deckhand Oiler; Grout Pump; Hydraulic Post Driver; Hydro Seeder; Mud Jack; Oiler; Paving Joint Machine; Power Form Handling Equipment; Pump; Roller (Earth); Steerman; Tamping Machine; Tractor (Under 50 H.P.); & Vibrator

CRANES - with booms 150 ft. & Over (Including JIB), and where the length of the boom in combination with the length of the piling leads equals or exceeds 150 ft. - \$1.00 over Group 1 rate

EMPLOYEES ASSIGNED TO WORK BELOW GROUND LEVEL ARE TO BE PAID 10%

ABOVE BASIC WAGE RATE. THIS DOES NOT APPLY TO OPEN CUT WORK.

IRON0044-009 06/01/2018

BRACKEN, GALLATIN, GRANT, HARRISON, ROBERTSON,
BOURBON (Northern third, including Townships of Jackson, Millersburg, Ruddel Mills & Shawhan);
CARROLL (Eastern third, including the Township of Ghent);
FLEMING (Western part, excluding Townships of Beechburg, Colfax, Elizaville, Flemingsburg, Flemingsburg Junction, Foxport, Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills, Nepton, Pecksridge, Plummers Landing, Plummers Mill, Poplar Plains, Ringos Mills, Tilton & Wallingford);

MASON (Western two-thirds, including Townships of Dover, Lewisburg, Mays Lick, Maysville, Minerva, Moranburg, Murphysville, Ripley, Sardis, Shannon, South Ripley & Washington);
 NICHOLAS (Townships of Barefoot, Barterville, Carlisle, Ellisville, Headquarters, Henryville, Morningglory, Myers & Oakland Mills);
 OWEN (Townships of Beechwood, Bromley, Fairbanks, Holbrook, Jonesville, Long Ridge, Lusby's Mill, New, New Columbus, New Liberty, Owenton, Poplar Grove, Rockdale, Sanders, Teresita & Wheatley);
 SCOTT (Northern two-thirds, including Townships of Biddle, Davis, Delaplain, Elmville, Longlick, Muddy Ford, Oxford, Rogers Gap, Sadieville, Skinnersburg & Stonewall)

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 26.76	21.20
Structural.....	\$ 28.17	21.20

 IRON0070-006 06/01/2018

ANDERSON, BOYLE, BRECKINRIDGE, BULLITT, FAYETTE, FRANKLIN, GRAYSON, HARDIN, HENRY, JEFFERSON, JESSAMINE, LARUE, MADISON, MARION, MEADE, MERCER, NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE, WASHINGTON & WOODFORD
 BOURBON (Southern two-thirds, including Townships of Austerlity, Centerville, Clintonville, Elizabeth, Hutchison, Littlerock, North Middletown & Paris);
 CARROLL (Western two-thirds, including Townships of Carrollton, Easterday, English, Locust, Louis, Prestonville & Worthville);
 CLARK (Western two-thirds, including Townships of Becknerville, Flanagan, Ford, Pine Grove, Winchester & Wyandotte);
 OWEN (Eastern eighth, including Townships of Glenmary, Gratz, Monterey, Perry Park & Tacketts Mill);
 SCOTT (Southern third, including Townships of Georgetown, Great Crossing, Newtown, Stampling Ground & Woodlake);

	Rates	Fringes
IRONWORKER.....	\$ 28.79	22.50

 IRON0769-007 06/01/2018

BATH, BOYD, CARTER, ELLIOTT, GREENUP, LEWIS, MONTGOMERY & ROWAN
 CLARK (Eastern third, including townships of Bloomingdale, Hunt, Indian Fields, Kiddville, Loglick, Rightangele & Thomson);
 FLEMING (Townships of Beechburg, Colfax, Elizaville, Flemingsburg, Flemingsburg Junction, Foxport, Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills, Nepton, Pecksville, Plummers Landing, Plummers Mill, Poplar Plains, Ringos Mills, Tilton & Wallingford);
 MASON (Eastern third, including Townships of Helena, Marshall, Orangeburg, Plumville & Springdale);
 NICHOLAS (Eastern eighth, including the Township of Moorefield Sprout)

	Rates	Fringes
IRONWORKER		
ZONE 1.....	\$ 31.67	25.27
ZONE 2.....	\$ 31.67	25.27
ZONE 3.....	\$ 31.67	25.27

ZONE 1 - (no base rate increase) Up to 10 mile radius of Union Hall, 1643 Greenup Ave, Ashland, KY.

ZONE 2 - (add \$0.40 per hour to base rate) 10 to 50 mile radius of Union Hall, 1643 Greenup Ave, Ashland, KY.

ZONE 3 - (add \$2.00 per hour to base rate) 50 mile radius & over of Union Hall, 1643 Greenup Ave, Ashland, KY.

* LABO0189-003 07/01/2018

BATH, BOURBON, BOYD, BOYLE, BRACKEN, CARTER, CLARK, ELLIOTT, FAYETTE, FLEMING, FRANKLIN, GALLATIN, GRANT, GREENUP, HARRISON, JESSAMINE, LEWIS, MADISON, MASON, MERCER, MONTGOMERY, NICHOLAS, OWEN, ROBERTSON, ROWAN, SCOTT, & WOOLFORD COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 23.07	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; Bushhammer; Chain Saw Operator; Concrete Saw Operator; Deckhand Scow Man; Dry Cement Handler; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Level C; Forklift Operator for Masonary; Form Setter; Green Concrete Cutting; Hand Operated Grouter & Grinder Machine Operator; Jackhammer; Pavement Breaker; Paving Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven Georgia Buggy & Wheel Barrow; Power Post Hole Digger; Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind Trencher; Sand Blaster; Concrete Chipper; Surface Grinder;

Vibrator Operator; Wagon Driller

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

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

* LABO0189-008 07/01/2018

ANDERSON, BULLITT, CARROLL, HARDIN, HENRY, JEFFERSON, LARUE,
MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE &
WASHINGTON COUNTIES

	Rates	Fringes
Laborers:		
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; Bushhammer; Chain Saw Operator; Concrete
Saw Operator; Deckhand Scow Man; Dry Cement Handler;
Environmental - Nuclear, Radiation, Toxic & Hazardous Waste
- Level C; Forklift Operator for Masonary; Form Setter;
Green Concrete Cutting; Hand Operated Grouter & Grinder
Machine Operator; Jackhammer; Pavement Breaker; Paving
Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven
Georgia Buggy & Wheel Barrow; Power Post Hole Digger;
Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind
Trencher; Sand Blaster; Concrete Chipper; Surface Grinder;
Vibrator Operator; Wagon Driller

GROUP 3 - Asphalt Luteman & Raker; Gunnite Nozzleman;
Gunnite Operator & Mixer; Grout Pump Operator; Side Rail

Setter; Rail Paved Ditches; Screw Operator; Tunnel (Free Air); Water Blaster

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

* LABO0189-009 07/01/2018

BRECKINRIDGE & GRAYSON COUNTIES

	Rates	Fringes
Laborers:		
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; Bushhammer; Chain Saw Operator; Concrete Saw Operator; Deckhand Scow Man; Dry Cement Handler; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Level C; Forklift Operator for Masonary; Form Setter; Green Concrete Cutting; Hand Operated Grouter & Grinder Machine Operator; Jackhammer; Pavement Breaker; Paving Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven Georgia Buggy & Wheel Barrow; Power Post Hole Digger; Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind Trencher; Sand Blaster; Concrete Chipper; Surface Grinder; Vibrator Operator; Wagon Driller

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

GROUP 4 - Caisson Worker (Free Air); Cement Finisher; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Levels A & B; Miner & Driller (Free Air); Tunnel Blaster; & Tunnel Mucker (Free Air); Directional & Horizontal

Boring; Air Track Drillers (All Types); Powdermen &
Blasters; Troxler & Concrete Tester if Laborer is Utilized

PAIN0012-005 06/11/2005

BATH, BOURBON, BOYLE, CLARK, FAYETTE, FLEMING, FRANKLIN,
HARRISON, JESSAMINE, MADISON, MERCER, MONTGOMERY, NICHOLAS,
ROBERTSON, SCOTT & WOODFORD COUNTIES:

	Rates	Fringes
PAINTER		
Bridge/Equipment Tender and/or Containment Builder..\$	18.90	5.90
Brush & Roller.....\$	21.30	5.90
Elevated Tanks; Steeplejack Work; Bridge & Lead Abatement.....\$	22.30	5.90
Sandblasting & Waterblasting.....\$	22.05	5.90
Spray.....\$	21.80	5.90

PAIN0012-017 05/01/2015

BRACKEN, GALLATIN, GRANT, MASON & OWEN COUNTIES:

	Rates	Fringes
PAINTER (Heavy & Highway Bridges - Guardrails - Lightpoles - Striping)		
Bridge Equipment Tender and Containment Builder.....\$	20.73	9.06
Brush & Roller.....\$	23.39	9.06
Elevated Tanks; Steeplejack Work; Bridge & Lead Abatement.....\$	24.39	9.06
Sandblasting & Water Blasting.....\$	24.14	9.06
Spray.....\$	23.89	9.06

PAIN0118-004 06/01/2018

ANDERSON, BRECKINRIDGE, BULLITT, CARROLL, GRAYSON, HARDIN,
HENRY, JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY,
SPENCER, TRIMBLE & WASHINGTON COUNTIES:

	Rates	Fringes
PAINTER		
Brush & Roller.....\$	22.00	12.52
Spray, Sandblast, Power Tools, Waterblast & Steam Cleaning.....\$	23.00	12.52

PAIN1072-003 12/01/2017

BOYD, CARTER, ELLIOTT, GREENUP, LEWIS and ROWAN COUNTIES

	Rates	Fringes
Painters:		
Bridges; Locks; Dams;		
Tension Towers & Energized		
Substations.....	\$ 33.33	15.45
Power Generating Facilities.	\$ 30.09	15.45

PLUM0248-003 06/01/2018

BOYD, CARTER, ELLIOTT, GREENUP, LEWIS & ROWAN COUNTIES:

	Rates	Fringes
Plumber and Steamfitter.....	\$ 36.00	20.23

PLUM0392-007 06/01/2018

BRACKEN, CARROLL (Eastern Half), GALLATIN, GRANT, MASON, OWEN & ROBERTSON COUNTIES:

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 32.01	19.67

PLUM0502-003 08/01/2018

BRECKINRIDGE, BULLITT, CARROLL (Western Half), FRANKLIN (Western three-fourths), GRAYSON, HARDIN, HENRY, JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE & WASHINGTON COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 34.62	20.78

SUKY2010-160 10/08/2001

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 16.57	7.34
GROUP 2.....	\$ 16.68	7.34
GROUP 3.....	\$ 16.86	7.34
GROUP 4.....	\$ 16.96	7.34

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Mobile Batch Truck Tender

GROUP 2 - Greaser; Tire Changer; & Mechanic Tender

GROUP 3 - Single Axle Dump; Flatbed; Semi-trailer or Pole Trailer when used to pull building materials and equipment; Tandem Axle Dump; Distributor; Mixer; & Truck Mechanic

GROUP 4 - Euclid & Other Heavy Earthmoving Equipment & Lowboy; Articulator Cat; 5-Axle Vehicle; Winch & A-Frame when used in transporting materials; Ross Carrier; Forklift when used to transport building materials; & Pavement Breaker

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at 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)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number,

005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour 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.

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END OF GENERAL DECISION

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

No laborer, workman or mechanic shall be paid at a rate less than that of a Journeyman except those classified as bona fide apprentices.

Apprentices or trainees shall be permitted to work as such subject to Administrative Regulations adopted by the Commissioner of Workplace Standards. Copies of these regulations will be furnished upon request from any interested person.

Before using apprentices on the job the contractor shall present to the Contracting Officer written evidence of registration of such employees in a program of a State apprenticeship and training agency approved and recognized by the U. S. Bureau of Apprenticeship and Training. In the absence of such a State agency, the contractor shall submit evidence of approval and registration by the U. S. Bureau of Apprenticeship and Training.

The contractor shall submit to the Contracting Officer, written evidence of the established apprenticeship-journeyman ratios and wage rates in the project area, which will be the basis for establishing such ratios and rates for the project under the applicable contract provisions.

TO: EMPLOYERS/EMPLOYEES

PREVAILING WAGE SCHEDULE:

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

OVERTIME:

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

Director
Division of Construction Procurement
Frankfort, Kentucky 40622
502-564-3500

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY
(Executive Order 11246)**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

GOALS FOR MINORITY PARTICIPATION IN EACH TRADE	GOALS FOR FEMALE PARTICIPATION IN EACH TRADE
10.8%	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 Scott County.

PART IV
INSURANCE

INSURANCE

The Contractor shall procure and maintain the following insurance in addition to the insurance required by law:

- 1) Commercial General Liability-Occurrence form – not less than \$2,000,000 General aggregate, \$2,000,000 Products & Completed Aggregate, \$1,000,000 Personal & Advertising, \$1,000,000 each occurrence.
- 2) Automobile Liability- \$1,000,000 per accident
- 3) Employers Liability:
 - a) \$100,000 Each Accident Bodily Injury
 - b) \$500,000 Policy limit Bodily Injury by Disease
 - c) \$100,000 Each Employee Bodily Injury by Disease
- 4) The insurance required above must be evidenced by a Certificate of Insurance and this Certificate of Insurance must contain one of the following statements:
 - a) "policy contains no deductible clauses."
 - b) "policy contains _____ (amount) deductible property damage clause but company will pay claim and collect the deductible from the insured."
- 5) **KENTUCKY WORKMEN'S COMPENSATION INSURANCE.** The contractor shall furnish evidence of coverage of all his employees or give evidence of self-insurance by submitting a copy of a certificate issued by the Workmen's Compensation Board.

The cost of insurance is incidental to all contract items. All subcontractors must meet the same minimum insurance requirements.

PART V
BID ITEMS

PROPOSAL BID ITEMS

181239

Report Date 11/30/18

Section: 0001 - PAVING - ALTERNATE #1 - ASPHALT

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	00003		CRUSHED STONE BASE	54,028.00	TON		\$	
0020	00013		LIME STABILIZED ROADBED	134,006.00	SQYD		\$	
0030	00014		LIME	3,618.00	TON		\$	
0040	00020		TRAFFIC BOUND BASE	1,000.00	TON		\$	
0050	00078		CRUSHED AGGREGATE SIZE NO 2	8,307.00	TON		\$	
0060	00100		ASPHALT SEAL AGGREGATE	40.00	TON		\$	
0070	00103		ASPHALT SEAL COAT	5.00	TON		\$	
0080	00190		LEVELING & WEDGING PG64-22	1,923.00	TON		\$	
0090	00212		CL2 ASPH BASE 1.00D PG64-22	10,912.00	TON		\$	
0100	00214		CL3 ASPH BASE 1.00D PG64-22	42,152.00	TON		\$	
0110	00301		CL2 ASPH SURF 0.38D PG64-22	3,443.00	TON		\$	
0120	00339		CL3 ASPH SURF 0.38D PG64-22	6,806.00	TON		\$	
0130	00356		ASPHALT MATERIAL FOR TACK	103.00	TON		\$	
0140	00358		ASPHALT CURING SEAL	268.00	TON		\$	
0150	02101		CEM CONC ENT PAVEMENT-8 IN	1,818.00	SQYD		\$	
0160	02200		ROADWAY EXCAVATION	393,717.00	CUYD		\$	
0170	02599		FABRIC-GEOTEXTILE TYPE IV	24,928.00	SQYD		\$	
0180	02702		SAND FOR BLOTTER	335.00	TON		\$	
0190	10203ND		PAVEMENT ADJUSTMENT	1.00	LS	\$551,834.0	\$	\$551,834.00
0200	24779EC		INTELLIGENT COMPACTION FOR SOIL	340,512.00	CUYD		\$	
0210	24780EC		INTELLIGENT COMPACTION FOR AGGREGATE	54,028.00	TON		\$	
0220	24781EC		INTELLIGENT COMPACTION FOR ASPHALT	63,313.00	TON		\$	
0230	24891EC		PAVE MOUNT INFRARED TEMP EQUIPMENT	16,564.00	SF		\$	

Section: 0002 - PAVING - ALTERNATE #2 - CONCRETE

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0240	00003		CRUSHED STONE BASE	43,464.00	TON		\$	
0250	00013		LIME STABILIZED ROADBED	134,006.00	SQYD		\$	
0260	00014		LIME	3,618.00	TON		\$	
0270	00020		TRAFFIC BOUND BASE	500.00	TON		\$	
0280	00078		CRUSHED AGGREGATE SIZE NO 2	8,307.00	TON		\$	
0290	00100		ASPHALT SEAL AGGREGATE	40.00	TON		\$	
0300	00103		ASPHALT SEAL COAT	5.00	TON		\$	
0310	00190		LEVELING & WEDGING PG64-22	1,923.00	TON		\$	
0320	00212		CL2 ASPH BASE 1.00D PG64-22	2,954.00	TON		\$	
0330	00214		CL3 ASPH BASE 1.00D PG64-22	1,825.00	TON		\$	
0340	00301		CL2 ASPH SURF 0.38D PG64-22	1,102.00	TON		\$	
0350	00339		CL3 ASPH SURF 0.38D PG64-22	1,151.00	TON		\$	
0360	00356		ASPHALT MATERIAL FOR TACK	18.00	TON		\$	
0370	00358		ASPHALT CURING SEAL	268.00	TON		\$	
0380	02073		JPC PAVEMENT-9 IN	82,247.00	SQYD		\$	
0390	02078		JPC PAVEMENT-6 IN SHLD	34,045.00	SQYD		\$	
0400	02101		CEM CONC ENT PAVEMENT-8 IN	1,818.00	SQYD		\$	
0410	02200		ROADWAY EXCAVATION	390,744.00	CUYD		\$	

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LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0420	02599		FABRIC-GEOTEXTILE TYPE IV	24,928.00	SQYD		\$	
0430	02702		SAND FOR BLOTTER	335.00	TON		\$	
0440	10203ND		PAVEMENT ADJUSTMENT	1.00	LS	\$411,274.0	\$	\$411,274.00
0450	24779EC		INTELLIGENT COMPACTION FOR SOIL	340,512.00	CUYD		\$	
0460	24780EC		INTELLIGENT COMPACTION FOR AGGREGATE	43,464.00	TON		\$	
0470	24781EC		INTELLIGENT COMPACTION FOR ASPHALT	7,032.00	TON		\$	
0480	24891EC		PAVE MOUNT INFRARED TEMP EQUIPMENT	3,643.00	SF		\$	

Section: 0003 - ROADWAY

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0490	01810		STANDARD CURB AND GUTTER	308.00	LF		\$	
0500	01820		LIP CURB AND GUTTER	18.00	LF		\$	
0510	01830		STANDARD INTEGRAL CURB	470.00	LF		\$	
0520	01875		STANDARD HEADER CURB	226.00	LF		\$	
0530	01880		BARRIER HEADER CURB	101.00	LF		\$	
0540	01987		DELINEATOR FOR GUARDRAIL BI DIRECTIONAL WHITE	58.00	EACH		\$	
0550	02014		BARRICADE-TYPE III	20.00	EACH		\$	
0560	02091		REMOVE PAVEMENT	3,640.00	SQYD		\$	
0570	02159		TEMP DITCH	27,500.00	LF		\$	
0575	02223		GRANULAR EMBANKMENT (ADDED: 11-30-18)	12,500.00	CUYD		\$	
0580	02242		WATER (FOR DUST CONTROL)	500.00	MGAL		\$	
0590	02351		GUARDRAIL-STEEL W BEAM-S FACE	3,425.00	LF		\$	
0600	02360		GUARDRAIL TERMINAL SECTION NO 1	4.00	EACH		\$	
0610	02381		REMOVE GUARDRAIL	1,000.00	LF		\$	
0620	02391		GUARDRAIL END TREATMENT TYPE 4A	7.00	EACH		\$	
0630	02429		RIGHT-OF-WAY MONUMENT TYPE 1	166.00	EACH		\$	
0640	02432		WITNESS POST	3.00	EACH		\$	
0645	02471		FILL AND CAP SINKHOLE (ADDED: 11-30-18)	4.00	EACH		\$	
0650	02483		CHANNEL LINING CLASS II	6,142.00	TON		\$	
0660	02484		CHANNEL LINING CLASS III	4,712.00	TON		\$	
0670	02545		CLEARING AND GRUBBING (APPROXIMATELY 186 ACRES)	1.00	LS		\$	
0680	02562		TEMPORARY SIGNS	624.00	SQFT		\$	
0690	02585		EDGE KEY	288.00	LF		\$	
0700	02596		FABRIC-GEOTEXTILE TYPE I	11,141.00	SQYD		\$	
0705	02599		FABRIC-GEOTEXTILE TYPE IV (ADDED: 11-30-18)	27,000.00	SQYD		\$	
0710	02600		FABRIC GEOTEXTILE TY IV FOR PIPE	9,521.00	SQYD	\$2.00	\$	\$19,042.00
0720	02650		MAINTAIN & CONTROL TRAFFIC	1.00	LS		\$	
0730	02651		DIVERSIONS (BY-PASS DETOURS)	1.00	LS		\$	
0740	02671		PORTABLE CHANGEABLE MESSAGE SIGN	4.00	EACH		\$	
0750	02701		TEMP SILT FENCE	27,500.00	LF		\$	
0760	02703		SILT TRAP TYPE A	186.00	EACH		\$	
0770	02704		SILT TRAP TYPE B	186.00	EACH		\$	

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LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0780	02705		SILT TRAP TYPE C	186.00	EACH		\$	
0790	02706		CLEAN SILT TRAP TYPE A	558.00	EACH		\$	
0800	02707		CLEAN SILT TRAP TYPE B	558.00	EACH		\$	
0810	02708		CLEAN SILT TRAP TYPE C	558.00	EACH		\$	
0820	02726		STAKING	1.00	LS		\$	
0830	02775		ARROW PANEL	1.00	EACH		\$	
0840	03343		STEEL PIPE-4 IN	265.00	LF		\$	
0850	05950		EROSION CONTROL BLANKET	38,906.00	SQYD		\$	
0860	05952		TEMP MULCH	900,240.00	SQYD		\$	
0870	05953		TEMP SEEDING AND PROTECTION	76,591.00	SQYD		\$	
0880	05963		INITIAL FERTILIZER	9.50	TON		\$	
0890	05964		20-10-10 FERTILIZER	13.98	TON		\$	
0900	05985		SEEDING AND PROTECTION	270,081.00	SQYD		\$	
0910	05989		SPECIAL SEEDING CROWN VETCH	34,330.00	SQYD		\$	
0920	05992		AGRICULTURAL LIMESTONE	188.70	TON		\$	
0930	06510		PAVE STRIPING-TEMP PAINT-4 IN	30,000.00	LF		\$	
0940	06514		PAVE STRIPING-PERM PAINT-4 IN	111,340.00	LF		\$	
0950	06568		PAVE MARKING-THERMO STOP BAR-24IN	260.00	LF		\$	
0960	06569		PAVE MARKING-THERMO CROSS-HATCH	190.00	SQFT		\$	
0970	06574		PAVE MARKING-THERMO CURV ARROW	55.00	EACH		\$	
0980	20063EN9T		DRY-LAID ROCK FENCE	1,048.00	LF		\$	
0990	20362ES403		SHOULDER RUMBLE STRIPS-SAWED	46,151.00	LF		\$	
1000	20458ES403		CENTERLINE RUMBLE STRIPS	25,073.00	LF		\$	
1010	20550ND		SAWCUT PAVEMENT	5,544.00	LF		\$	
1020	21289ED		LONGITUDINAL EDGE KEY	5,284.00	LF		\$	
1030	23607EC		PAVE MARK THERMO-LANE REDUCTION ARROW	3.00	EACH		\$	
1040	23623EC		REMOVE MOUNTABLE MEDIAN	241.00	SQYD		\$	
1050	24491ED		DRY-LAID ROCK FENCE (DISMANTLE & STOCKPILE)	1,064.00	LF		\$	
1060	24679ED		PAVE MARK THERMO CHEVRON	500.00	SQFT		\$	

Section: 0004 - DRAINAGE

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1070	00078		CRUSHED AGGREGATE SIZE NO 2	126.00	TON		\$	
1080	00440		ENTRANCE PIPE-15 IN	637.00	LF		\$	
1090	00441		ENTRANCE PIPE-18 IN	277.00	LF		\$	
1100	00443		ENTRANCE PIPE-24 IN	336.00	LF		\$	
1110	00445		ENTRANCE PIPE-30 IN	60.00	LF		\$	
1120	00462		CULVERT PIPE-18 IN	285.00	LF		\$	
1130	00464		CULVERT PIPE-24 IN (REVISED: 11-30-18)	616.00	LF		\$	
1140	00466		CULVERT PIPE-30 IN	252.00	LF		\$	
1150	00468		CULVERT PIPE-36 IN	582.00	LF		\$	
1160	00470		CULVERT PIPE-48 IN	163.00	LF		\$	
1170	00472		CULVERT PIPE-60 IN	232.00	LF		\$	
1180	01000		PERFORATED PIPE-4 IN	3,581.00	LF		\$	
1190	01005		PERFORATED PIPE EDGE DRAIN-4 IN	35,152.00	LF		\$	

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LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1200	01010		NON-PERFORATED PIPE-4 IN	5,025.00	LF		\$	
1210	01028		PERF PIPE HEADWALL TY 3-4 IN	59.00	EACH		\$	
1220	01032		PERF PIPE HEADWALL TY 4-4 IN	67.00	EACH		\$	
1230	01204		PIPE CULVERT HEADWALL-18 IN	3.00	EACH		\$	
1240	01208		PIPE CULVERT HEADWALL-24 IN	8.00	EACH		\$	
1250	01210		PIPE CULVERT HEADWALL-30 IN	3.00	EACH		\$	
1260	01212		PIPE CULVERT HEADWALL-36 IN	8.00	EACH		\$	
1270	01216		PIPE CULVERT HEADWALL-48 IN	2.00	EACH		\$	
1280	01220		PIPE CULVERT HEADWALL-60 IN	2.00	EACH		\$	
1290	01450		S & F BOX INLET-OUTLET-18 IN	3.00	EACH		\$	
1300	01451		S & F BOX INLET-OUTLET-24 IN	4.00	EACH		\$	
1310	01493		DROP BOX INLET TYPE 2	1.00	EACH		\$	
1320	02597		FABRIC-GEOTEXTILE TYPE II	3,100.00	SQYD		\$	
1325	21799EN		BORE AND JACK PIPE-24 IN (ADDED: 11-30-18)	56.00	LF		\$	
1330	23952EC		DRAINAGE JUNCTION BOX TY B	1.00	EACH		\$	
1340	24814EC		PIPELINE INSPECTION	2,186.00	LF		\$	

Section: 0005 - BRIDGE - CULVERT #1 - STA.321+42 - DWG. 27793

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1350	08002		STRUCTURE EXCAV-SOLID ROCK	13.00	CUYD		\$	
1360	08003		FOUNDATION PREPARATION	1.00	LS		\$	
1370	08100		CONCRETE-CLASS A	139.30	CUYD		\$	
1380	08150		STEEL REINFORCEMENT	8,931.00	LB		\$	

Section: 0006 - BRIDGE - CULVERT #2 - STA. 145+11 - DWG. 27792

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1390	08002		STRUCTURE EXCAV-SOLID ROCK	13.00	CUYD		\$	
1400	08003		FOUNDATION PREPARATION	1.00	LS		\$	
1410	08100		CONCRETE-CLASS A	326.90	CUYD		\$	
1420	08150		STEEL REINFORCEMENT	34,443.00	LB		\$	

Section: 0007 - BRIDGE - CULVERT #3 - STA. 5+83.00 - DWG. 27797

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1430	08002		STRUCTURE EXCAV-SOLID ROCK	13.00	CUYD		\$	
1440	08003		FOUNDATION PREPARATION	1.00	LS		\$	
1450	08100		CONCRETE-CLASS A	27.00	CUYD		\$	
1460	08150		STEEL REINFORCEMENT	1,912.00	LB		\$	

Section: 0008 - BRIDGE - CULVERT #4 - STA. 58+79 - DWG. 27802

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
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PROPOSAL BID ITEMS

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LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1470	08002		STRUCTURE EXCAV-SOLID ROCK	13.00	CUYD		\$	
1480	08003		FOUNDATION PREPARATION	1.00	LS		\$	
1490	08100		CONCRETE-CLASS A	592.00	CUYD		\$	
1500	08150		STEEL REINFORCEMENT	49,871.00	LB		\$	
1510	08410		LOW FLOW DIVERSION CURB	1.00	LS		\$	

Section: 0009 - SIGNING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1520	06406		SBM ALUM SHEET SIGNS .080 IN	638.80	SQFT		\$	
1530	06407		SBM ALUM SHEET SIGNS .125 IN	150.60	SQFT		\$	
1540	06410		STEEL POST TYPE 1	1,055.00	LF		\$	
1550	06412		STEEL POST MILE MARKERS	10.00	EACH		\$	
1560	06490		CLASS A CONCRETE FOR SIGNS	5.06	CUYD		\$	
1570	21596ND		GMSS TYPE D	22.00	EACH		\$	
1580	24631EC		BARCODE SIGN INVENTORY	208.00	EACH		\$	

Section: 0010 - SIGNALIZATION

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1590	04792		CONDUIT-1 IN	110.00	LF		\$	
1600	04795		CONDUIT-2 IN	125.00	LF		\$	
1610	04811		ELECTRICAL JUNCTION BOX TYPE B	13.00	EACH		\$	
1620	04820		TRENCHING AND BACKFILLING	1,800.00	LF		\$	
1630	04830		LOOP WIRE	4,000.00	LF		\$	
1640	04844		CABLE-NO. 14/5C	1,850.00	LF		\$	
1650	04850		CABLE-NO. 14/1 PAIR	9,750.00	LF		\$	
1660	04885		MESSENGER-10800 LB	600.00	LF		\$	
1670	04895		LOOP SAW SLOT AND FILL	1,500.00	LF		\$	
1680	04932		INSTALL STEEL STRAIN POLE	4.00	EACH		\$	
1690	20094ES835		TEMP RELOCATION OF SIGNAL HEAD	24.00	EACH		\$	
1700	20188NS835		INSTALL LED SIGNAL-3 SECTION	12.00	EACH		\$	
1710	20390NS835		INSTALL COORDINATING UNIT	1.00	EACH		\$	
1720	23157EN		TRAFFIC SIGNAL POLE BASE	21.00	CUYD		\$	
1730	24900EC		PVC CONDUIT-1 1/4 IN-SCHEDULE 80	575.00	LF		\$	
1740	24901EC		PVC CONDUIT-2 IN-SCHEDULE 80	1,200.00	LF		\$	
1750	24908EC		INSTALL SIGNAL CONTROLLER-TY ATC	1.00	EACH		\$	
1760	24955ED		REMOVE SIGNAL EQUIPMENT	1.00	EACH		\$	

Section: 0011 - LIGHTING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1770	04701		POLE 40 FT MTG HT	1.00	EACH		\$	
1780	04725		BRACKET 15 FT	1.00	EACH		\$	
1790	04740		POLE BASE	1.00	EACH		\$	
1800	04750		TRANSFORMER BASE	1.00	EACH		\$	

PROPOSAL BID ITEMS

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LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1810	04761		LIGHTING CONTROL EQUIPMENT	1.00	EACH		\$	
1820	04780		FUSED CONNECTOR KIT	6.00	EACH		\$	
1830	04795		CONDUIT-2 IN	100.00	LF		\$	
1840	04820		TRENCHING AND BACKFILLING	610.00	LF		\$	
1850	04832		WIRE-NO. 12	171.00	LF		\$	
1860	04833		WIRE-NO. 8	2,400.00	LF		\$	
1870	04940		REMOVE LIGHTING	1.00	LS		\$	
1880	20391NS835		ELECTRICAL JUNCTION BOX TYPE A	2.00	EACH		\$	
1890	21543EN		BORE AND JACK CONDUIT	100.00	LF		\$	
1900	24589ED		LED LUMINAIRE	3.00	EACH		\$	
1910	24900EC		PVC CONDUIT-1 1/4 IN-SCHEDULE 80	610.00	LF		\$	

Section: 0012 - WATERLINE - KENTUCKY AMERICAN WATER

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1920	14007		W ENCASEMENT STEEL BORED RANGE 2	90.00	LF		\$	
1930	14009		W ENCASEMENT STEEL BORED RANGE 4	430.00	LF		\$	
1940	14014		W ENCASEMENT STEEL OPEN CUT RANGE 3	180.00	LF		\$	
1950	14015		W ENCASEMENT STEEL OPEN CUT RANGE 4	740.00	LF		\$	
1960	14021		W FIRE HYDRANT REMOVE	1.00	EACH		\$	
1970	14022		W FLUSH HYDRANT ASSEMBLY (TYPE 1)	1.00	EACH		\$	
1980	14059		W PIPE PVC 06 INCH (SDR-21 WATER MAIN))	500.00	LF		\$	
1990	14076		W REMOVE TRANSITE (AC) PIPE	2,720.00	LF		\$	
2000	14090		W TAPPING SLEEVE AND VALVE SIZE 2 (6-IN X 6-IN)	2.00	EACH		\$	
2010	14104		W VALVE 04 INCH	2.00	EACH		\$	
2020	14105		W VALVE 06 INCH	2.00	EACH		\$	
2030	14106		W VALVE 08 INCH	2.00	EACH		\$	
2040	14500		W AIR RELEASE VALVE 1 INCH INST	1.00	EACH		\$	
2050	14503		W CAP EXISTING MAIN INST	5.00	EACH		\$	
2060	14508		W ENCASEMENT STEEL OPEN CUT RANGE 5 INST (18-IN)	220.00	LF		\$	
2070	14510		W FIRE HYDRANT ASSEMBLY INST	2.00	EACH		\$	
2080	14511		W FLUSH HYDRANT ASSEMBLY INST	1.00	EACH		\$	
2090	14522		W PIPE DUCTILE IRON 04 INCH INST	225.00	LF		\$	
2100	14523		W PIPE DUCTILE IRON 06 INCH INST	825.00	LF		\$	
2110	14523		W PIPE DUCTILE IRON 06 INCH INST (CLASS 350)	250.00	LF		\$	
2120	14524		W PIPE DUCTILE IRON 08 INCH INST	4,390.00	LF		\$	
2130	14561		W PLUG EXISTING MAIN INST (CUT & PLUG)	2.00	EACH		\$	
2140	14573		W TAPPING SLEEVE AND VALVE SIZE 1 INST	5.00	EACH		\$	
2150	14577		W TIE-IN 04 INCH INST	2.00	EACH		\$	
2160	14578		W TIE-IN 06 INCH INST	4.00	EACH		\$	
2170	14588		W VALVE 04 INCH INST	2.00	EACH		\$	
2180	14589		W VALVE 06 INCH INST	2.00	EACH		\$	
2190	14590		W VALVE 08 INCH INST	2.00	EACH		\$	

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LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
2200	14608		W ENCASEMENT SPECIAL INST (TYPE B CREEK CROSSING)	30.00	LF		\$	

Section: 0013 - DEMOBILIZATION &/OR MOBILIZATION

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
2210	02568		MOBILIZATION	1.00	LS		\$	
2220	02569		DEMOBILIZATION	1.00	LS		\$	