



CALL NO. 104

CONTRACT ID. 171255

MORGAN COUNTY

FED/STATE PROJECT NUMBER STP 4602 095

DESCRIPTION MAIN STREET (KY 7)

WORK TYPE ASPHALT SURFACE WITH GRADE & DRAIN

PRIMARY COMPLETION DATE 11/15/2018

LETTING DATE: December 08,2017

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN STANDARD TIME December 08,2017. Bids will be publicly announced at 10:00 AM EASTERN STANDARD TIME.

PLANS AVAILABLE FOR THIS PROJECT.

DBE CERTIFICATION REQUIRED - 6.50%

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

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PART I
SCOPE OF WORK

ADMINISTRATIVE DISTRICT - 10

CONTRACT ID - 171255

STP 4602 095

COUNTY - MORGAN

PCN - DE08800071755

STP 4602 095

MAIN STREET (KY 7) (MP 0.134) RECONSTRUCTION / WIDENING OF MAIN STREET (KY 7) IN WEST LIBERTY BEGINNING AT RIVERSIDE DRIVE (CS 1058) AND EXTENDING NORTH TO 0.159 MILES NORTH OF INTERSECTION WITH CEDAR ROAD (CS 1053) (MP 0.500), A DISTANCE OF 0.44 MILES.ASPHALT SURFACE WITH GRADE & DRAIN SYP NO. 10-00293.10.

GEOGRAPHIC COORDINATES LATITUDE 37:55:18.00 LONGITUDE 83:15:36.00

COMPLETION DATE(S):

COMPLETED BY 11/15/2018

APPLIES TO ENTIRE CONTRACT

CONTRACT NOTES

PROPOSAL ADDENDA

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

BID SUBMITTAL

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

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.

SPECIAL NOTE FOR COMPOSITE OFFSET BLOCKS

Contrary to the Standard Drawings (2016 edition) the Cabinet will allow 6" composite offset blocks in lieu of wooden offset blocks, except as specified on proprietary end treatments and crash cushions. The composite blocks shall be selected from the Cabinet's List of Approved Materials.

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.

06/01/16

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.

EXPEDITE PROJECT WORK ORDER

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

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

ASPHALT MIXTURE

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

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.

FUEL AND ASPHALT PAY ADJUSTMENT

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

OPTION A

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

10-293.10
SPECIAL NOTE FOR
CONTRACT COMPLETION DATE

THIS CONTRACT HAS A FIXED COMPLETION DATE OF NOVEMBER 15, 2018. THE DEPARTMENT WILL ASSESS LIQUIDATED DAMAGES PER SECTION 108.09 OF THE 2012 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION FOR FAILURE TO COMPLETE WORK ON TIME.

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:


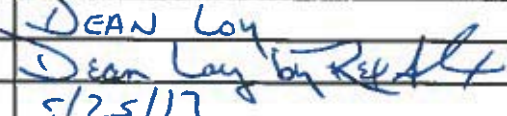
<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
24814EC	Pipeline Inspection	Linear Foot
10065NS	Pipe Deflection Deduction	Dollars



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

TC 62-226
Rev. 01/2016
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RIGHT OF WAY CERTIFICATION

<input checked="" type="checkbox"/> Original		<input type="checkbox"/> Re-Certification		RIGHT OF WAY CERTIFICATION			
ITEM #		COUNTY		PROJECT # (STATE)		PROJECT # (FEDERAL)	
10-293.1		Morgan		12FO FD52 088 8731001R		STP 4602 (090)	
PROJECT DESCRIPTION							
RECONSTRUCT/WIDEN KY 7 FROM RIVERSIDE DR. TO 0.159 MILES NORTH OF INT. WITH CEDAR RD. (CONSTRUCTION SEQ 2)							
<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		25		EXCEPTION (S) Parcel #		ANTICIPATED DATE OF POSSESSION WITH EXPLANATION	
Number of Parcels That Have Been Acquired							
Signed Deed		22					
Condemnation		3				IOJ obtained on all 3 parcels	
Signed ROE							
Notes/ Comments (Use Additional Sheet if necessary)							
IOJ obtained on P69, P83, P88							
LPA RW Project Manager				Right of Way Supervisor			
Printed Name				Printed Name		Aric Skaggs	
Signature				Signature			
Date				Date		05/25/2017	
Right of Way Director				FHWA			
Printed Name		DEAN Loy		Printed Name		No Signature Required	
Signature				Signature		as per FHWA-KYTC	
Date		5/25/17		Date		Current Stewardship Agreement	

UTILITIES AND RAIL CERTIFICATION NOTE

**Morgan County, STP 4602 093
FD52 088 87310 01U
KY 7 (Main St.)
Item No. 10-293.10**

GENERAL NOTES

Water, Sewer, and Gas relocations will be included with the roadway contract. Coordination will be required between the awarded contractor and Mountain Rural Telephone Cooperative for relocation work.

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

AEP, MRTC, and the City of West Liberty all have facilities within the project limits.

The contractor will be required to work in close proximity to these facilities, will be required to fill underneath the overhead lines and perform grading operations around and behind the poles and install sidewalk in close proximity with the structures. Other items of work including but not limited to paving items, curb and gutter, lighting and signalization may require coordination with the owners of the overhead utility companies and work underneath and/or in close proximity to these facilities.

Overhead crossings will be present at various locations throughout the mainline and approaches. The contractor is to coordinate efforts with the owners of the overhead utilities to maintain a safe working distance between equipment and the overhead lines.

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

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

AEP

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

The Contractor will be required to place embankment behind the existing MRTC overhead facilities between Station 217+00 and 225+00 prior to their relocation. MRTC will relocate their overhead facilities and support structures to the newly placed embankment after the contractor has completed the embankment and provided a 30 day written notice that the embankment is complete and that relocation of the facilities is needed. Resume highway work upon completion of the relocation.

UTILITIES AND RAIL CERTIFICATION NOTE

Morgan County, STP 4602 093
FD52 088 87310 01U
KY 7 (Main St.)
Item No. 10-293.10

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

City of West Liberty has water, sewer, and gas that is to be relocated by the highway contractor as detailed in the water, sewer, and gas relocation plans. Work should be coordinated with City of West Liberty. The KYTC has possession of some materials that will be installed with sewer work. The section engineer will instruct the contractor on where they can pick the materials up at.

RAIL COMPANIES HAVE FACILITIES IN CONJUNCTION WITH THIS PROJECT AS NOTED

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

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

UTILITIES AND RAIL CERTIFICATION NOTE

Morgan County, STP 4602 093
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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.

AREA FACILITY OWNER CONTACT LIST

Facility Owner	Contact Name	Phone
AEP	Bill Johnson	606-436-3823
MRTC	Steve Gullett	606-743-3121
West Liberty Water	Kevin Cantrell	606-743-3330
West Liberty Sewer	Rod B. Adams	606-743-3330
West Liberty Gas	David Elliot	859-743-3330

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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:

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

The bidding contractor needs to review the above list and look for a list of preapproved or prequalified contractors at the end of these general notes as identified above before bidding. Only contractors shown to be prequalified or preapproved by the utility owner on the following list(s) will be allowed to work on that utility as a part of this contract.

Any utility contractor that is not listed as prequalified or preapproved when the project is advertised for bid and wishes to be added must make request through the KYTC Contract Procurement website. The request should be made at least one week prior to the bidding deadline to allow for review and posting on the KYTC Contract Procurement website. A contractor is only considered prequalified or preapproved when

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published on the KYTC Contract Procurement website. Contractors that contact the utility owner directly for preapproval or prequalification without contacting KYTC will not be considered for preapproval or prequalification for this contract. Contractors that are not prequalified or preapproved through KYTC before the bidding deadline will not be considered for prequalification or preapproval after bidding.

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.

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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.

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

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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:

***City of West Liberty – 15092 S Manhole, 15101 S Manhole With Drop
Contractor must coordinate with the KYTC West Liberty Section Office to get the materials.***

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.

SPECIAL GAS NOTES

G TIE-IN – In addition to requirements specified in the “Standard Gas Bid Item Descriptions”, this item also includes any necessary labor, materials and equipment required to cut and cap the gas line if required. The contractor will work with the City of West Liberty Gas representative and Engineer to determine the most appropriate method for the **GAS TIE-IN** for each individual location. If required by a wet tap or other selected method, any resulting cut and cap operation will be incidental to this item of work.

G PIPE SPECIAL – This description shall apply to all polyethylene/plastic and steel pipe bid items of every size and type defined as “Special” to be used as gas main. 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 specifications), corrosion protective coatings of steel pipe and fittings, labor, equipment, excavation, bedding, restoration, testing, backfill, etc., required to install the specified new pipe and new fittings at the locations shown on the plans, or as directed, in accordance with the specifications and standard drawings complete and ready for use. No additional payment will be made for rock excavation. This bid item shall also include material and placement of flowable fill under existing and proposed pavement, and wherever else specified on the plans or in the specifications. This bid item shall also include the cost of pre and/or post directional bore gas installation video inspection of adjacent sanitary and storm sewer mains, manholes and laterals when the utility specifications associated with the contract require such video inspection. Measurement of quantities under this item shall be through fittings, encasements, and directional bores (only when a separate carrier pipe is specified within the directional bore pipe). Measurements shall be further defined to be to the center of tie-in where new pipe contacts existing pipe at the center of connecting fittings, to the outside face of vault or structure walls, or to the point of main termination at dead ends. No separate payment will be made under pipe items when the directional bore pipe is the carrier pipe. Please refer to the Utility Company’s Specifications. If the Company does not have specifications, KYTC’s Specifications shall be referenced. This item shall be paid LINEAR FEET (LF) when complete.

G VALVE SPECIAL – This description shall apply to all valves of every size and type required in the plans and specifications defined as “Special”. Payment under this description is to be for gas valves being installed with new main. This item includes valve as specified in the plans and specifications, protective coating and corrosion protection, labor, equipment, excavation, valve box and valve stem extensions, backfill, restoration, testing, and etc., as required to install the specified valve at the location shown on the plans in accordance with the specifications and standard drawings complete and ready for use. Please refer to the Utility Company’s Specifications. If the Company does not have specifications, KYTC’s Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

SPECIAL WATER NOTES

W SERVICE LONG SIDE SPECIAL – This bid item description shall apply to all service line installations of 1-1/4 inch inside diameter. 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 pipe, encasement of 1-1/4 inches 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 side 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 METER SPECIAL – This item is for payment for reconnection of all existing standard water meters of all sizes 2 inches ID or less as specified on the plans. This item shall include all labor, equipment and associated materials needed to reconnect existing 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. This item shall be paid EACH (EA) when complete.

SPECIAL SEWER NOTES

S LATERAL SPECIAL - This item shall include all equipment, materials, labor and incidentals necessary to enter the sewer in compliance with all safety/confined space requirements and perform the identification, assessment and pre-measurement of all existing and abandoned laterals. This item shall also include CCTV inspection and lateral dye testing. This item shall include payment for all lateral service investigation for all sewer segments to be constructed as a part of this contract. This bid item shall include bypass pumping when required. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. Payment for this item shall be LUMP SUM (LS).

S MANHOLE (INSTALL) – Payment under this item is for installation of prepurchased 4 foot interior diameter sanitary sewer manhole. Prepurchased manhole is located at the KYTC Morgan County Maintenance Garage and shall be transported to the job site by the Contractor. Payment for manhole will be made at the contract unit price each in place complete and ready for use at the locations shown on plans in accordance with specifications and standard drawings. Prepurchased manhole includes concrete base, barrel sections, cone section or slab top and steps. Manhole installation shall include excavation, backfilling, air testing, restoration and cleanup in accordance with specifications and standard drawings. Anchoring of casting, new or used shall be considered incidental to this bid item. No additional payment will be made for rock excavation. This item shall be paid EACH (EA) when complete.

Standard Gas Bid Item Descriptions

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

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

G DIRECTIONAL BORE Payment under this item is made whenever the plans or specifications specifically show directional boring is to be utilized in order to minimize the impact of open cut for the installation of gas main under streets, creeks, etc. Payment under this item shall include the specified bore pipe, labor, and equipment. No separate payment shall be made for bore pipe installed in the bore whether used as a carrier pipe or an encasement of a separate carrier pipe. Carrier pipe installed within a bore pipe shall be paid separately under pipe items. Payment under this item shall be for all sizes and not be size specific. No separate bid items will be established for size variations. The bore pipe sizes to be included under this item shall be as shown on the plans and/or in the specifications. This bid item shall also include the cost of pre and/or post directional bore gas installation video inspection of adjacent sanitary and storm sewer mains, manholes, and laterals when the utility specifications associated with the contract require such video inspection. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid LINEAR FEET (LF) when complete.

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

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

G 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, vents, labor, and equipment to bore and install the encasement in accordance with the plans and specifications, complete and ready for use. The size shall be the measured internal diameter of the encasement pipe. The sizes of encasement to be paid under the size ranges specified in the bid items shall be as follows:

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

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

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

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

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

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

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

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

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

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

G MAIN POINT RELOCATE This item is intended for payment for horizontal and/or vertical relocation of a short length of an existing main at the locations shown on the plans. This bid item is to be used to relocate an existing gas main at point locations such as to clear a conflict at a proposed drainage structure, pipe or any other similar short relocation situation. All new materials are to be used. The materials provided shall be of the same type and specification as those that exist. Substitution of alternative materials shall be approved by the engineer in advance on a case by case basis. Payment under this item shall be for each location requiring an existing main to be relocated horizontally or vertically regardless of pipe size or relocation length. No separate pay items will be established for pipe size variations or relocation segment length variations. Main Point Relocate shall not be paid on a linear feet basis; but shall be paid EACH (EA) at each location when complete and placed in service. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced.

G METER AND REGULATOR This bid item description shall be used for all meter and regulator bid items of every size except those defined as "Special". These pay items are for all labor, equipment, and materials needed for the installation of a service meter and regulator assembly at the locations shown on the plans or as directed by the engineer in accordance with specifications and standard drawings complete and ready for use. Materials to be provided under this bid item shall include, but are not limited to, meter, regulator, piping, fittings, building anchoring brackets, and hardware needed to create and install the assembly. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

G PIPE This description shall apply to all polyethylene/plastic and steel pipe bid items of every size and type to be used as gas main, except those bid items defined as "Special". This item includes the pipe specified by the plans and specifications, all fittings (including, but not limited to, bends, tees, reducers, plugs, and caps), tracing wire with test boxes (if required by specification), corrosion protective coatings of steel pipe and fittings, labor, equipment, excavation, bedding, restoration, pressure testing, backfill, etc., required to install the specified new pipe and new fittings at the locations shown on the plans, or as directed, in accordance with the specifications and standard drawings complete and ready for use. For steel pipe, this bid item shall include all cathodic protection anodes, lead wire, test boxes or stations, and any accessories. No additional payment will be made for rock excavation. This bid item shall include material and placement of flowable fill under existing and proposed pavement, and wherever else specified on the plans or in the specifications. This bid item shall also include the cost of pre and/or post directional bore gas installation video inspection of adjacent sanitary and storm sewer mains, manholes, and laterals when the utility specifications associated with the contract require such video inspection. Measurement of quantities under this item shall be through valves (including horizontal measurements through above grade valves), fittings, encasements, and directional bores (only when a separate carrier pipe is specified within the directional bore pipe). Measurements shall be further defined to be to the center of tie-in where new pipe contacts existing pipe at the center of connecting fittings, to the outside face of vault or structure walls, or to the point of main termination at dead ends. No separate payment will be made under pipe items when the directional bore pipe is the carrier pipe. Please refer to the Utility

Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid LINEAR FEET (LF) when complete.

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

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

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

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

roadway in defining payment under this item. The contractor shall draw his own conclusions as to the length of piping that may be needed. This pay item does not include installation or relocation of meters. Meters will be paid separately. This bid item shall also include the cost of pre and/or post directional bore gas installation video inspection of adjacent sanitary and storm sewer mains, manholes, and laterals when the utility specifications associated with the contract require such video inspection. No additional payment will be made for rock excavation or for bedding required in rock excavation. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

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

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

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

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

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

for gas valves being installed with new main. This item includes the valve as specified in the plans and specifications, protective coating and corrosion protection, labor, equipment, excavation, valve box and valve stem extensions, backfill, restoration, testing, and etc., required to install the specified valve at the location shown on the plans in accordance with the specifications and standard drawings complete and ready for use. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

G VALVE ABOVE GRADE This description shall apply to all above grade valve assemblies of every size and type required in the plans and specifications except those bid items defined as "Special". Payment under this description is to be for above grade gas valves being installed with new main. This item includes the above grade valve, pipe, and fittings as specified in the plans, specifications and standard drawings. This bid items shall also include protective coating and corrosion protection, labor, equipment, excavation, backfill, restoration, testing, etc., required to install the specified above grade valve at the location shown on the plans in accordance with the specifications and standard drawings complete and ready for use. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

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

G WELD X-RAY INSPECTION This description shall apply to all radiographic x-ray inspections of steel pipe joints of every size within the pipe size ranges given in the bid item text. This bid includes all labor, equipment, materials, to assess the acceptability of the weld to comply with specifications and to industry and regulatory standards. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) for each pipe joint inspected.

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.

KY 7 – MAIN STREET UTILITY RELOCATION
CITY OF WEST LIBERTY
MORGAN COUNTY, KENTUCKY

ITEM NO. 10-293.00
FD39 088 0460 017-018
FD39 088 007 000-001

APRIL 2016

Prepared By:

HMB PROJECT #4239.01



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SPECIAL CONDITIONS

1. PROJECT CONSTRUCTION OBSERVATION

The construction observation services shall be provided by the ENGINEER. The Observer shall be on the project as much as possible; however, due to meetings, etc. there may be times when he is not with the crew. Therefore, the CONTRACTOR shall not backfill any utilities and/or appurtenances until the Observer has seen and accepted it for payment.

Any work backfilled without the Observer's knowledge and consent shall not be allowed for payment to the CONTRACTOR and shall be uncovered for inspection at no additional cost to the OWNER or ENGINEER.

2. UNCLASSIFIED EXCAVATION

All excavation is unclassified. No extra payment will be allowed for solid rock excavation. It is the CONTRACTOR's responsibility to make any additional investigations.

3. CONFLICTING SECTIONS/STATEMENTS IN CONTRACT DOCUMENTS

a. General

It shall be noted that if any provisions in these Contract Documents is in conflict and/or is inconsistent with any other section or provisions, then the most stringent shall apply per the interpretation of the ENGINEER and/or OWNER.

4. FEDERAL/STATE/LOCAL REGULATIONS

The CONTRACTOR shall abide by all local and state laws or ordinances to the extent that such requirements do not conflict with federal laws or regulations. Compliance with any and all applicable laws and/or regulations is strictly the CONTRACTOR's responsibility.

5. SILTATION AND SOIL EROSION

The CONTRACTOR shall make every effort during construction to minimize siltation and soil erosion and comply with all local and state codes that pertain to this project. Any applicable permits shall be the CONTRACTOR's responsibility to obtain.

6. ROUGH CLEAN UP

- a. Rough clean up shall be performed on a daily basis concurring with the daily rate of production for pay items, amounts and/or quantities listed in the schedule of values.
- b. The CONTRACTOR is to provide sufficient labor and equipment for clean up as to not impede production schedules.
- c. Rough clean up shall be defined as follows:
 1. All open ditches shall be backfilled on a daily basis.
 2. Debris (rocks, roots, timber, etc.) shall be removed from the job site on a daily basis. This material may be stockpiled with the consent of the OWNER and the ENGINEER in designated locations. Any such locations shall be arranged by the CONTRACTOR with the written consent of the property owner.
 3. Remaining backfill material (soil) shall be windrowed back on top of the ditch line, compacted and leveled giving consideration for settlement.
- d. At the direction of the ENGINEER, OWNER, or their appointed representatives, the CONTRACTOR shall readdress areas if identified as not being adequate in the initial rough clean up process.

7. QUANTITIES OF MATERIALS

The quantities of materials listed on the Bid Schedule are estimates only and are subject to changes in the field. The CONTRACTOR shall verify these quantities before ordering materials. In the event of an under run or over run of materials, the CONTRACTOR shall be responsible for any shipping and/or restocking fees.

8. DISPOSAL OF TRENCH WATER

The CONTRACTOR shall not dispose of any trench water by allowing it to enter any sanitary sewer system without first obtaining written permission to do so from the owner of said system. Documentation of written permission must be provided to the ENGINEER and OWNER.

9. RECORD DRAWINGS

The CONTRACTOR shall maintain a set of plans with current mark ups showing any changes made in the field to the location, orientation, etc. of any element of the project during construction. This set of plans shall be provided to the ENGINEER at the conclusion of the project and shall be used by the ENGINEER in developing the most accurate set of construction

Record Drawings possible for the OWNER. Upon request by the CONTRACTOR, the set of plans shall be returned.

10. CONTRACTOR SURVEY REQUIREMENTS

At the conclusion of a project, the CONTRACTOR shall provide the ENGINEER with electronic survey data from a licensed Professional Land Surveyor in the state of Kentucky. The provided data shall include horizontal and elevation data for the rim, invert and any other penetrations of all structures involved in the project. The data shall also include horizontal data for water valves, gas valves, hydrants, sewer cleanouts and any other items that would be deemed relevant by the ENGINEER. The data shall be in a format and coordinate system stipulated by the ENGINEER and shall be provided to the ENGINEER prior to final payment to the CONTRACTOR.

11. CASING PIPE SURVEY REQUIREMENTS

The CONTRACTOR shall provide a licensed surveyor in the State of Kentucky to determine the horizontal and vertical location of all casing pipes under State and Federal highways on projects involving Kentucky Transportation Cabinet Utility Relocations. This information shall be provided to the ENGINEER along with the CONTRACTOR's field mark ups of the drawings to assist in the development of accurate Record Drawings.

12. SEWER BY-PASS

At no time shall raw sewage be allowed to discharge directly on to the ground or into a stream unless a schedule has been approved by the State and/or by EPA/NEPA permit if required. CONTRACTOR shall be responsible for pumping of sewage around existing wet wells during construction.

13. PIPELINE TESTING

CONTRACTOR shall pressure test sections of water line or force main no greater than 3,500 feet in length. Gravity sewers shall be tested in sections between manholes.

Water main shall be tested in accordance with the pressures listed in the table below and the contents of the technical specifications.

<u>Pipe Classification</u>	<u>Test Pressure</u>
PVC SDR-21, Cl. 200	185 psi
PVC SDR-17, Cl. 250	215 psi
PVC C-900 DR14, Cl. 200	250 psi
Ductile Iron, Cl. 350	350 psi

14. PROJECT REQUIREMENTS

All Contractors bidding this project should be aware of the following requirements; while not all inclusive, the list is representative of those items that will be enforced by the Engineer during this project.

Contractor shall use the following materials:

- Pre-Fab Meter Setting
 - 18"x24"H White PE Meter Box
 - VBH142-7W-NL Copper Setter
 - C38-23-8.5-NL Setter Nipple
 - B13-232W-nl Ball Valve
 - ¾"x6" Brass Nipple
 - C13-33-Q FPTxComp CPLG
- Meter Box Lid
 - C218 18" STD Flat Meter Lid
 - V-1610-3 18" East Jordan Heavy Traffic Lid & Frame
- Saddles & Corp
 - Ford S70 Series for SDR-21 PVC
 - Ford S90 Series for C900 PVC
 - Ford F202 Series for DI Pipe
 - F1000-3-Q Ford ¾" Corp Stop
 - Insert-51 ¾" SS Insert
 - ¾" SDR9 CTS Poly Tubing
- Tapping Sleeves & Valves
 - Ford Fast Series SS Tap Sleeve
 - U.S. Made Gate Valves *Only*
- Restraints
 - Ford UFR1500-1400 Series
- Fire Hydrants
 - Kennedy or Mueller 5-1/4" MVO, 3-Way, 6" Shoe
 - 6"x13" Swivel x Solid Pipe Hydrant Anchor
- Flush Hydrants
 - Kennedy or Mueller 4-1/2" MVO, 2-Way, 4" Shoe
 - 4"x12" Swivel x Solid Pipe Hydrant Anchor
- Coupling Different Type Pipe
 - HY-Max Long Style Coupling

15. TRANSPORTATION CABINET'S GENERAL UTILITY NOTES

See next three pages for "General Utility Notes and Instructions Applicable to All Utility Work Made a Part of the Road Construction Contract"

SECTION 01016
Occupancy

PART 1 GENERAL

1.1 PARTIAL OCCUPANCY BY OWNER

Whenever, in the opinion of the OWNER, any section or portion of the Work or any structure is in suitable condition, it may be put into use upon the written order of the OWNER and such usage will not be held in any way as an acceptance of said Work or structure, or any part thereof, or as a waiver of any of the provisions of these Specifications and the Contract. Pending final completion and acceptance of the Work, all necessary repairs and replacements, due to defective materials or workmanship or operations of the CONTRACTOR, for any section of the Work so put into use shall be performed by the CONTRACTOR at CONTRACTOR'S own expense.

END OF SECTION

SECTION 01041
Project Coordination

PART 1 GENERAL

1.1 SCOPE

- A. Management of the Project shall be through the use of a logical method of construction planning, inspection, scheduling and cost value documentation.
- B. The work under this Section includes all surface and subsurface condition inspections and coordination by the CONTRACTOR necessary for the proper and complete performance of the Work.
- C. This Section applies to the work of every division and every section of these Specifications.

1.2 SITE CONDITIONS

- A. Inspection
 - 1. Prior to performing any work under a section, the CONTRACTOR shall carefully inspect the installed work of other trades and verify that all such work is complete to the point where the work under that section may properly commence.
 - 2. The CONTRACTOR shall verify that all materials, equipment and products to be installed under a section may be installed in strict accordance with the original design and pertinent reviewed shop drawings.
- B. Discrepancies
 - 1. In the event of discrepancy, immediately notify the ENGINEER.
 - 2. Do not proceed with construction in areas of discrepancy until all such discrepancies have been fully resolved.

1.3 COORDINATION

- A. Carefully coordinate work with all other trades and subcontractors to insure proper and adequate interface of the work of other trades and subcontractors with the work of every section of these Specifications.
- B. The CONTRACTOR shall coordinate operations with all utility companies in or adjacent to the area of CONTRACTOR's work. The CONTRACTOR shall require said utilities to identify in the field their property and provide drawings as necessary to locate them.

END OF SECTION

SECTION 01055 **Construction Staking**

PART 1 GENERAL

1.1 SCOPE

- A. Construction staking shall include all the surveying work required to layout the Work and control the location of the finished construction. The full responsibility for holding to alignment and grade shall rest upon the CONTRACTOR. All work under this Contract shall be constructed in accordance with the lines and grades on the Drawings or as given by the ENGINEER or OWNER.
- B. The OWNER will provide one bench mark and a baseline adjacent to the work site. The CONTRACTOR shall be responsible for setting offsets from these points and all other layout, staking and all other surveying required for the Work.
- C. The CONTRACTOR shall safeguard all points, stakes, grade marks, bench marks and monuments established on the Work, shall bear the cost of re-establishing same if disturbed and shall assume the entire expense of rectifying work improperly constructed due to failure to maintain and protect such established points, stakes and marks.
- D. Measurement of quantities for payment purposes which are different from drawing dimensions is included in this work.

1.2 QUALITY ASSURANCE

- A. The CONTRACTOR shall furnish documentation prepared by a surveyor currently registered in the State of Kentucky confirming that staking is being done to the lines and grades shown in the Contract Documents. This requires that the CONTRACTOR hire, at the CONTRACTOR's own expense, a currently registered surveyor, acceptable to the OWNER, to provide ongoing confirmation of construction staking.
- B. Any deviations from the Drawings shall be confirmed by the ENGINEER prior to construction.

PART 2 PRODUCTS

2.1 EQUIPMENT

The CONTRACTOR shall furnish and use surveying equipment and supplies maintained in good working order.

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Construction Staking

PART 3 EXECUTION

3.1 FINAL GRADES

Any variance with plan grades shall be identified by the surveyor and confirmed by the ENGINEER prior to installation of any improvements.

3.2 UTILITIES

- A. Staking of utilities shall be done in accordance with generally accepted practice for the type of utility involved and as specified elsewhere in these Specifications.

END OF SECTION

SECTION 01150
Measurement and Payment

PART 1 GENERAL

- 1.1 The CONTRACTOR shall provide all necessary labor, materials, tools, equipment, insurances, and permits, etc., and perform all other related work, as may be required for the work in accordance with the applicable terms of these Specifications and other pertinent documents, etc.
- 1.2 The cost associated with the preparation of submittal and the preparation for and attendance at all project meetings shall be incidental to the work.
- 1.3 Items shown in the plan but not expressly described herein shall be considered incidental to the work.
- 1.4 The quantities shown are estimated. Only the actual quantities required, furnished, and installed and/or removed, will be eligible for payment. No minimum(s) is/are guaranteed.
- 1.5 The CONTRACTOR will NOT be paid for any items herein in excess of the estimated quantities or for any items not contained in the proposal(s) unless the CONTRACTOR has obtained WRITTEN authorization from the ENGINEER before proceeding with the work.

PART 2 PAY ITEMS

2.1 SANITARY SEWERS

See adjacent "Sanitary Sewer Bid Item Description" (11 pages)

2.2 WATER LINES

See adjacent "Standard Water Bid Item Description" (9 pages)

2.3 GAS LINES

See adjacent "Standard Gas Bid Item Description" (4 pages)

SECTION 01340

Shop Drawings, Product Data and Samples

PART 1 GENERAL

1.1 SCOPE

- A. The work under this Section includes submittal to the ENGINEER of shop drawings, product data and samples required by the various sections of these Specifications.
- B. Submittal Contents: The submittal contents required are specified in each section.
- C. The following forms shall be used for all major components of the work:
 - 1. Typical Maintenance Summary Form
 - 2. Notice of Start of Manufacturing
 - 3. Notice of Shipment of Equipment
 - 4. Notice of Schedule Impact

The forms are included at the back of this section.

- D. Definitions: Submittals are categorized as follows:
 - 1. Shop Drawings
 - a. Shop drawings shall include technical data, drawings, diagrams, procedure and methodology, performance curves, schedules, templates, patterns, test reports, calculations, instructions, measurements and similar information as applicable to the specific item for which the shop drawing is prepared.
 - b. Provide newly-prepared information, on reproducible sheets, with graphic information at accurate scale (except as otherwise indicated) or appropriate number of prints hereof, with name or preparer (firm name) indicated. The Contract Drawings shall not be traced or reproduced by any method for use as or in lieu of detail shop drawings. Show dimensions and note which are based on field measurement. Identify materials and products in the work shown. Indicate compliance with standards and special coordination requirements. Do not allow shop drawing copies without appropriate final "Action" markings by the ENGINEER to be used in connection with the Work.
 - c. Drawings shall be presented in a clear and thorough manner. Details shall be identified by reference to sheet and detail, specification section, schedule or room numbers shown on the Contract Drawings.

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Shop Drawings, Product Data and Samples

- d. Minimum assembly drawings sheet size shall be 24 x 36-inches.
 - e. Minimum detail sheet size shall be 8-1/2 x 11-inches.
 - f. Minimum Scale:
 - (1) Assembly Drawings Sheet, Scale: 1-inch = 30 feet.
 - (2) Detail Sheet, Scale: 1/4-inch = 1 foot.
2. Product Data
- a. Product data includes standard printed information on materials, products and systems, not specially prepared for this Project, other than the designation of selections from among available choices printed therein.
 - b. Collect required data into one submittal for each unit of work or system, and mark each copy to show which choices and options are applicable to the Project. Include manufacturer's standard printed recommendations for application and use, compliance with standards, application of labels and seals, notation of field measurements which have been checked and special coordination requirements.
3. Samples
- a. Samples include both fabricated and un-fabricated physical examples of materials, products and units of work, both as complete units and as smaller portions of units of work, either for limited visual inspection or, where indicated, for more detailed testing and analysis.
 - b. Provide units identical with final condition of proposed materials or products for the work. Include "range" samples, not less than three units, where unavoidable variations must be expected, and describe or identify variations between units of each set. Provide full set of optional samples where the ENGINEER'S selection is required. Prepare samples to match the ENGINEER'S sample where indicated. Include information with each sample to show generic description, source or product name and manufacturer, limitations and compliance with standards. Samples are submitted for review and confirmation of color, pattern, texture and "kind" by the ENGINEER. ENGINEER will note "test" samples, except as otherwise indicated, for other requirements, which are the exclusive responsibility of the CONTRACTOR.
4. Miscellaneous submittals related directly to the Work (non-administrative) include warranties, maintenance agreements, workmanship bonds, project photographs, survey data and reports, physical work records, statements of applicability, quality testing and certifying reports, copies of industry standards, record drawings, field measurement data, operating and maintenance

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Shop Drawings, Product Data and Samples

materials, overrun stock, security/protection/safety keys and similar information, devices and materials applicable to the Work but not processed as shop drawings, product data or samples.

1.2 SPECIFIC CATEGORY REQUIREMENTS

- A. General: Except as otherwise indicated in the individual work sections, comply with general requirements specified herein for each indicated category of submittal. Submittals shall contain:
1. The date of submittal and the dates of any previous submittals.
 2. The Project title.
 3. Numerical submittal numbers, starting with 1.0, 2.0, etc. Revisions to be numbered 1.1, 1.2, etc.
 4. The Names of:
 - a. Contractor
 - b. Supplier
 - c. Manufacturer
 5. Identification of the product, with the Specification section number, permanent equipment tag numbers and applicable Drawing No.
 6. Field dimensions, clearly identified as such.
 7. Relation to adjacent or critical features of the Work or materials.
 8. Applicable standards, such as ASTM or Federal Specification numbers.
 9. Notification to the ENGINEER in writing, at time of submissions, of any deviations on the submittals from requirements of the Contract Documents.
 10. Identification of revisions on resubmittals.
 11. An 8 x 3-inch blank space for CONTRACTOR and ENGINEER stamps.
 12. CONTRACTOR'S stamp, initialed or signed, certifying to review of submittal, verification of products, field measurements and field construction criteria and coordination of the information within the submittal with requirements of the Work and of Contract Documents.
 13. Submittal sheets or drawings showing more than the particular item under consideration shall have all but the pertinent description of the item for which

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review is requested crossed out.

1.3 ROUTING OF SUBMITTALS

A. Submittals and routine correspondence shall be routed as follows:

1. Supplier to CONTRACTOR (through representative if applicable)
2. CONTRACTOR to ENGINEER
3. ENGINEER to CONTRACTOR and OWNER
4. CONTRACTOR to Supplier

1.4 ADDRESS FOR COMMUNICATIONS

Engineer: HMB Professional Engineers, Inc.
3 HMB Circle
Frankfort, KY 40601
OFFICE (502) 695-9800
FAX (502) 695-9810

PART 2 PRODUCTS

2.1 SHOP DRAWINGS

- A. Unless otherwise specifically directed by the ENGINEER, make all shop drawings accurately to a scale sufficiently large to show all pertinent features of the item and its method of connection to the Work.
- B. Submit all shop assembly drawings, larger than 11 x 17-inches, in the form of one reproducible transparency with two opaque prints or blueines.
- C. Submit all shop drawings, 11 x 17-inches and smaller, in the form of six opaque prints or blueines.
- D. One reproducible for all submittals larger than 11 x 17-inches and no more than three prints of other submittals will be returned to the CONTRACTOR.

2.2 MANUFACTURER'S LITERATURE

- A. Where content of submitted literature from manufacturers includes data not pertinent to this submittal, clearly indicate which portion of the contents is being submitted for the ENGINEER'S review.
- B. Submit the number of copies which are required to be returned (not to exceed three)

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Shop Drawings, Product Data and Samples

plus three copies which will be retained by the ENGINEER.

2.3 SAMPLES

- A. Samples shall illustrate materials, equipment or workmanship and established standards by which completed work is judged.
- B. Unless otherwise specifically directed by the ENGINEER, all samples shall be of the precise article proposed to be furnished.
- C. Submit all samples in the quantity which is required to be returned plus one sample which will be retained by the ENGINEER.

2.4 COLORS

- A. Unless the precise color and pattern is specifically described in the Contract Documents, wherever a choice of color or pattern is available in a specified product, submit accurate color charts and pattern charts to the ENGINEER for review and selection.
- B. Unless all available colors and patterns have identical costs and identical wearing capabilities, and are identically suited to the installation, completely describe the relative costs and capabilities of each.

PART 3 EXECUTION

3.1 CONTRACTOR'S COORDINATION OF SUBMITTALS

- A. Prior to submittal for the ENGINEER'S review, the CONTRACTOR shall use all means necessary to fully coordinate all material, including the following procedures:
 - 1. Determine and verify all field dimensions and conditions, catalog numbers and similar data.
 - 2. Coordinate as required with all trades and all public agencies involved.
 - 3. Submit a written statement of review and compliance with the requirements of all applicable technical Specifications as well as the requirements of this Section.
 - 4. Clearly indicate in a letter or memorandum on the manufacturer's or fabricator's letterhead, **all deviations** from the Contract Documents.
- B. Each and every copy of the shop drawings and data shall bear the CONTRACTOR'S stamp showing that they have been so checked. Shop drawings submitted to the ENGINEER without the CONTRACTOR'S stamp will be returned to the

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Shop Drawings, Product Data and Samples

CONTRACTOR for conformance with this requirement.

- C. The Owner may backcharge the CONTRACTOR for costs associated with having to review a particular shop drawing, product data or sample more than two times to receive a "No Exceptions Taken" mark.
- D. Grouping of Submittals
 - 1. Unless otherwise specifically permitted by the ENGINEER, make all submittals in groups containing all associated items.
 - 2. No review will be given to partial submittals of shop drawings for items which interconnect and/or are interdependent. It is the CONTRACTOR'S responsibility to assemble the shop drawings for all such interconnecting and/or interdependent items, check them and then make one submittal to the ENGINEER along with CONTRACTOR'S comments as to compliance, non-compliance or features requiring special attention.
- E. Schedule of Submittals: Within 30 days of Contract award and prior to any shop drawing submittal, the CONTRACTOR shall submit a schedule showing the estimated date of submittal and the desired approval date for each shop drawing anticipated. A reasonable period shall be scheduled for review and comments. Time lost due to unacceptable submittals shall be the CONTRACTOR'S responsibility and some time allowance for resubmittal shall be provided. The schedule shall provide for submittal of items which relate to one another to be submitted concurrently.

3.2 TIMING OF SUBMITTALS

- A. Make all submittals far enough in advance of scheduled dates for installation to provide all required time for reviews, for securing necessary approvals, for possible revision and resubmittal, and for placing orders and securing delivery.
- B. In scheduling, allow sufficient time for the ENGINEER'S review following the receipt of the submittal.

3.3 REVIEWED SHOP DRAWINGS

- A. ENGINEER Review
 - 1. Allow a minimum of 14 days for the ENGINEER'S initial processing of each submittal requiring review and response, except allow longer periods where processing must be delayed for coordination with subsequent submittals. The ENGINEER will advise the CONTRACTOR promptly when it is determined that a submittal being processed must be delayed for coordination. Allow a minimum of two weeks for reprocessing each submittal. Advise the ENGINEER on each submittal as to whether processing time is critical to progress of the Work, and therefore the Work would be expedited if processing time could be foreshortened.

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Shop Drawings, Product Data and Samples

2. Acceptable submittals will be marked "No Exceptions Taken". A minimum of three copies will be retained by the ENGINEER for ENGINEER'S and the OWNER'S use and the remaining copies will be returned to the CONTRACTOR.
 3. Submittals requiring minor corrections before the product is acceptable will be marked "Make Corrections Noted". The CONTRACTOR may order, fabricate and ship the items included in the submittals, provided the indicated corrections are made. Drawings must be resubmitted for review and marked "No Exceptions Taken" prior to installation or use of products.
 4. Submittals marked "Amend and Resubmit" must be revised to reflect required changes and the initial review procedure repeated.
 5. The "Rejected - See Remarks" notation is used to indicate products which are not acceptable. Upon return of a submittal so marked, the CONTRACTOR shall repeat the initial review procedure utilizing acceptable products.
 6. Only two copies of items marked "Amend and Resubmit" and "Rejected - See Remarks" will be reviewed and marked. One copy will be retained by the ENGINEER and the other copy with all remaining unmarked copies will be returned to the CONTRACTOR for resubmittal.
- B. No work or products shall be installed without a drawing or submittal bearing the "No Exceptions Taken" notation. The CONTRACTOR shall maintain at the job site a complete set of shop drawings bearing the ENGINEER'S stamp.
- C. Substitutions: In the event the CONTRACTOR obtains the ENGINEER'S approval for the use of products other than those which are listed first in the Contract Documents, the CONTRACTOR shall, at the CONTRACTOR'S own expense and using methods approved by the ENGINEER, make any changes to structures, piping and electrical work that may be necessary to accommodate these products.
- D. Use of the "No Exceptions Taken" notation on shop drawings or other submittals is general and shall not relieve the CONTRACTOR of the responsibility of furnishing products of the proper dimension, size, quality, quantity, materials and all performance characteristics, to efficiently perform the requirements and intent of the Contract Documents. The ENGINEER'S review shall not relieve the CONTRACTOR of responsibility for errors of any kind on the shop drawings. Review is intended only to assure conformance with the design concept of the Project and compliance with the information given in the Contract Documents. The CONTRACTOR is responsible for dimensions to be confirmed and correlated at the job site. The CONTRACTOR is also responsible for information that pertains solely to the fabrication processes or to the technique of construction and for the coordination of the work of all trades.

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Shop Drawings, Product Data and Samples

3.4 RESUBMISSION REQUIREMENTS

A. Shop Drawings

1. Revise initial drawings as required and resubmit as specified for initial submittal, with the resubmittal number shown.
2. Indicate on drawings all changes which have been made other than those requested by the ENGINEER.

- #### **B. Project Data and Samples: Resubmit new data and samples as specified for initial submittal, with the resubmittal number shown.**

END OF SECTION

SECTION 02010
Subsurface Conditions

PART 1 GENERAL

1.1 DESCRIPTION

- A. Investigation: The CONTRACTOR shall visit the site and become acquainted with site conditions. Prior to bidding, prospective CONTRACTORS may make their own site and subsurface investigations to satisfy themselves with site and subsurface conditions. The CONTRACTOR shall be responsible for obtaining rights of ingress and egress to private property for site and subsurface investigation and shall assume all responsibility for any damage to property caused as a result of the CONTRACTOR's investigation.
- B. No geotechnical investigation has been performed on this site for the utilities. The CONTRACTOR is responsible for making their own determination of subsurface conditions.

END OF SECTION

SECTION 02200

Earthwork

PART 1 GENERAL

1.1 DESCRIPTION OF WORK

- A. Extent of earthwork is indicated on the Drawings.
 - 1. Excavation and backfill of trenches for water lines, sewer lines, gas lines, and associated items.

1.2 QUALITY ASSURANCE

- A. Codes and Standards: Perform excavation work in compliance with applicable requirements of any governing authorities having jurisdiction.
- B. Compaction requirements will be the same as specified for the roadway construction.

1.3 JOB CONDITIONS

- A. 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.
- B. Use of Explosives: The CONTRACTOR (or any of his subcontractors) shall not bring explosives onto site or use in work without prior written permission from the OWNER. All activities involving explosives shall be in compliance with the rules and regulations of the Kentucky Department of Mines and Minerals, Division of Explosives and Blasting and any other Governing Authorities having Jurisdiction. CONTRACTOR is solely responsible for handling, storage, and use of explosive materials when their use is permitted.
 - 1. The CONTRACTOR shall not be permitted to utilize any explosives prior to submitting an acceptable Pre-Blast Survey to the ENGINEER and OWNER of any structures within 500 feet of any proposed blast. Pre-Blast Survey shall be conducted by a qualified and approved independent third party at the expense of the CONTRACTOR
- C. Protection of Persons and Property
 - 1. Barricade open excavations occurring as part of this work and post with warning lights.

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Earthwork

- a. Operate warning lights as recommended by authorities having jurisdiction.
- b. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- c. There shall be no pipeline ditches left open overnight. The CONTRACTOR is solely responsible for project site safety.

PART 2 EXECUTION

2.1 EXCAVATION

- A. Excavation for Pavements
 1. Cut surface under pavements to comply with cross-sections, elevations, and grades as shown.
- B. Trench Excavation
 1. The CONTRACTOR shall include in his unit price for piping all trenching and backfill necessary for installation of all pipelines as planned and specified. Trenching shall include clearing and grubbing of all trash, weeds, briars, trees, stumps encountered in trenching. The CONTRACTOR shall dispose of such material at no extra cost to the OWNER. Shrubs shall be removed, maintained and replanted in the same or adjacent location as the ENGINEER or owner may direct. Trenching also includes such items as railroad, street, road, sidewalk, pipe, and small creek crossings; cutting, moving or repairing damage to fences, posts, gates, and other surface structures regardless of whether shown on the Drawings.
 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, per the interpretation of the ENGINEER and/or OWNER. 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. Excavation shall be open trenches, except where otherwise shown on the Drawings, for tunneling, boring, or jacking under structures, railroad, sidewalks and roads.
6. 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.
7. 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 neglect of the CONTRACTOR, the necessary stabilization shall be paid for at unit prices established in the Contract. In the event no particular bid price is applicable, then the payment for stabilization will be negotiated.
8. 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 or otherwise for the convenience of the CONTRACTOR.

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9. Tunneling and/or directional bores may be used at the CONTRACTOR'S option as an alternate to open-cut trenching, at no extra cost to the OWNER. The annular space between plates and excavation shall be either permanently placed pea gravel or sand, pumped grout (3 parts sand and 1 part Portland cement by volume) or other suitably installed material approved by the ENGINEER. Backfilling shall be kept close to the heading and completed after each day's work. Where grout is used for backfill, injection holes with threaded plugs shall be provided in linear plates at various levels and in sufficient number of effectively grout to void around the tunnel. A minimum of 3 grout holes shall be provided in each 8 feet of tunnel length. Grout shall be injected in the lower holes first, proceeding upward as the void is filled. Plugs shall be installed after each hole is filled and grout stops shall be provided behind plates as necessary to ensure complete filling of the void. In tunneling under buildings, the CONTRACTOR will be responsible for all damage resulting from his operations and methods of excavation and backfilling. Boring may also be used at the CONTRACTOR'S option as an alternate to tunneling or open-cut trenching, at no extra cost to the OWNER.

10. Dig trenches to the uniform width required for the particular item to be installed, sufficiently wide to provide ample working room. Provide 6" to 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, tanks, and other 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, excavation for exterior water-bearing piping (water, steam, condensate, drainage) so top of piping is no less than 3 feet 0 inches below finish grade.

- f. Grade bottoms of trenches as indicated, notching under pipe bells to provide solid bearing for entire body of pipe.
- g. Backfill trenches with concrete 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.
- 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 or OWNER. Use care in backfilling to avoid damage or displacement of pipe systems.
- j. For piping or conduit less than 3 feet 0 inches below surface of roadways, furnish and install steel casing pipe, minimum wall thickness of 1/4", of sufficient diameter to carry the pipe or conduit and spacers to at least two feet beyond outside edge of pavement or as required by Governing Authorities (typically not less than Ditchline to Ditchline).

C. Cold Weather Protection

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

2.2 BACKFILL AND FILL

A. Backfilling Trenches

- 1. Backfilling shall be accomplished as soon as practical after pipe has been laid and jointing and alignment approved and after the OWNER or ENGINEER has observed the work. Packing of crushed rock between joints shall be the usual procedure as the laying progresses. This is in order to avoid danger of misalignment from slides, flooding or other causes. Any work backfilled prior to acceptance by the OWNER or ENGINEER is at the CONTRACTOR'S risk. Upon Request, the CONTRACTOR shall uncover any such work for inspection at no cost to the OWNER or ENGINEER.
- 2. Soil compaction during construction shall be as specified for the roadway construction.

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Earthwork

3. Any special requirements of the Transportation Cabinet in regard to backfilling will take precedence over the following general Specifications.
4. The backfill over the pipe shall be in accordance with the standard details shown on the Drawings for bedding and backfilling pipe and any other applicable sections of the Contract Documents.
5. Flowable fill shall be used as backfill for utilities located within roadway as shown on the typical detail.
6. In case maximum permissible trench widths (as designated by the pipe manufacturer) are exceeded, the CONTRACTOR shall furnish crushed rock backfill or flowable fill to a minimum of 12 inches over the top of pipe at no extra cost to the OWNER.
7. In the case of street, highway, 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.
8. In the case of tunnels, the annular space between plates and excavation shall be either permanently placed pea gravel or sand, pump grout (3 parts sand and 1 part Portland cement by volume) or other suitably installed material approved by the ENGINEER. Backfilling shall be kept close to the heading and completed after each day's work. Where grout is used for backfill, injection holes with threaded plugs shall be provided in liner plates at various levels and in sufficient number to effectively grout the void around the tunnel. A minimum of 3 grout holes shall be provided in each 8 feet of tunnel length. Grout shall be injected in the lower holes first, proceeding upward as the void is filled. Plugs shall be installed after each hole is filled and grout stops shall be provided behind plates as necessary to ensure complete filling of the void.
9. Where traffic on streets, driveways, sidewalks and highways requires temporary surfacing, backfilling shall be terminated 4 inches below original ground level and 4 inches to 6 inches of dense graded aggregate shall be placed on the trench. Backfills shall be maintained easily passible to traffic at original ground level, until acceptance of project or replacement of paving or sidewalks.
10. 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. Any repairs required as a result of Project Construction Activities by the CONTRACTOR shall be accomplished by the CONTRACTOR at no cost to the OWNER or ENGINEER.

11. 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 for pipelines. No extra payment will be made to the CONTRACTOR for supplying outside materials for backfill.
12. On completion of the project, all backfills shall be dressed; holes filled; and surplus material hauled away. All permanent walks, street paving, roadway, etc., shall be restored and seeding and sodding performed as required. The CONTRACTOR shall return to the Project Site at any time within the Warranty Period to address any deficiencies in the above work at no cost to the OWNER.

2.3 GRADING

A. General

1. 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.

2.4 PAVEMENT SUBBASE COURSE

A. General

1. Subbase course consists of placing subbase material, in layers of specified thickness, over subgrade surface to support a pavement base course.
2. See other roadway specifications for paving specifications. In ALL cases requirements of the Kentucky Transportation Cabinet shall be met by the CONTRACTOR.

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Earthwork

2.5 MAINTENANCE

- A. Protection of Graded Areas: Protect newly graded areas from traffic and erosion. Keep free of trash and debris. Repair and re-establish grades in settled, eroded, and rutted areas to specified tolerances.

- B. 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.

- C. Settling: Where settling is measurable or observable at excavated areas during general project warranty period, remove surface (pavement, lawn 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.

END OF SECTION

SECTION 02255

Crushed Stone and Dense Graded Aggregate

PART 1 GENERAL

1.1 SCOPE

- A. Furnish and install crushed stone for miscellaneous uses as shown on the Drawings, as called for in the Specifications.
- B. Sizes, types, and quality of crushed stone are specified in this Section, but its use for replacement of unsuitable material, pavement base, and similar uses is specified in detail elsewhere in the Specifications. The ENGINEER may order the use of crushed stone for purposes other than those specified in other sections, if, in his opinion, such use is advisable. Payment for same will be subject to negotiation.

PART 2 PRODUCTS

2.1 MATERIALS

- A. When referred to in these Specifications, crushed stone shall be Number 57 graded in accordance with the Kentucky Transportation Cabinet, Department of Highways, Standard Specifications for Road and Bridge Construction, Latest Edition, unless otherwise noted.
- B. When referred to in these Specifications, dense graded aggregate (DGA) shall be crushed stone classified by the Kentucky Transportation Cabinet, Department of Highways, Standard Specifications for Road and Bridge Construction, Latest Edition, and conforming to the following requirements:

<u>Sieve Size</u>	<u>Percent Passing</u>
1 inch	100
3/4 inch	70-100
3/8 inch	50-80
#4	35-65
#10	25-50
#40	15-30
#200	5-12

PART 3 EXECUTION

3.1 INSTALLATION

- A. Crushed stone shall be placed in uniform layers not greater than 6 inches deep and shaped by power equipment to required lines, grades, cross sections, and depths. No minimum compacted density, method of compaction, or compaction equipment is required since a nominal amount of compaction effort with vibration can establish the desired intergranular locking of the aggregate under controlled placement depth. Acceptable compaction can be achieved with pneumatic-tired and tracked equipment and rollers.
- B. All compaction operation shall be performed to the satisfaction of the ENGINEER.
- C. Crushed stone shall be placed in those areas as shown on the Drawings, as may be directed by the ENGINEER and as required by the Contract Documents.

END OF SECTION

SECTION 02665
Water Mains and Accessories

PART 1 GENERAL

1.01 SCOPE

- A. This Section describes products to be incorporated into the water mains and requirements for the installation and use of these items. Furnish all products and perform all labor necessary to fulfill the requirements of these Specifications.
- B. General: Supply all products and perform all work in accordance with applicable American Society for Testing and Material (ASTM), American Water Works Association (AWWA), American National Standards Institute (ANSI), or other recognized standards. Latest revisions of all standards are applicable.

1.02 QUALIFICATIONS

If requested by the ENGINEER, submit evidence that manufacturers have consistently produced products of satisfactory quality and performance for a period of at least two years.

1.03 SUBMITTALS

Complete shop drawings and engineering data for all products shall be submitted to the ENGINEER in accordance with the requirements of Section 01340 of these Specifications.

1.04 TRANSPORTATION AND HANDLING

- A. Unloading: Furnish equipment and facilities for unloading, handling, distributing and storing pipe, fittings, valves and accessories. Make equipment available at all times for use in unloading. Do not drop or dump materials. Any materials dropped or dumped will be subject to rejection without additional justification. Pipe handled on skids shall not be rolled or skidded against the pipe on the ground.
- B. Handling: Handle pipe, fittings, valves and accessories carefully to prevent shock or damage. Handle pipe by rolling on skids, forklift, or front end loader. Do not use material damaged in handling. Slings, hooks or pipe tongs shall be padded and

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Water Mains and Accessories

used in such a manner as to prevent damage to the exterior coatings or internal lining of the pipe.

1.05 OWNER FURNISHED MATERIALS (Not Used)

1.06 STORAGE AND PROTECTION

- A. Store all pipe which cannot be distributed along the route. CONTRACTOR shall make arrangements for the use of suitable storage areas.
- B. Stored materials shall be kept safe from damage. The interior of all pipe, fittings and other appurtenances shall be kept free from dirt or foreign matter at all times. Valves and hydrants shall be drained and stored in a manner that will protect them from damage by freezing.
- C. Pipe shall not be stacked higher than the limits recommended by the manufacturer. The bottom tier shall be kept off the ground on timbers, rails or concrete. Pipe in tiers shall be alternated: bell, plain end; bell, plain end. At least two rows of timbers shall be placed between tiers and chocks, affixed to each other in order to prevent movement. The timbers shall be large enough to prevent contact between the pipe in adjacent tiers.
- D. Stored mechanical and push-on joint gaskets shall be placed in a cool location out of direct sunlight. Gaskets shall not come in contact with petroleum products. Gaskets shall be used on a first-in, first-out basis.
- E. Mechanical-joint bolts shall be handled and stored in such a manner that will ensure proper use with respect to types and sizes.

1.07 QUALITY ASSURANCE

The manufacturer shall provide written certification to the ENGINEER that all products furnished comply with all applicable requirements of these Specifications.

PART 2 PRODUCTS

2.01 PIPING MATERIALS AND ACCESSORIES

- A. Ductile Iron Pipe (DIP)
 - 1. Ductile iron pipe shall be manufactured in accordance with AWWA C151 (latest edition). All pipe, except specials, shall be furnished in nominal

lengths of 18 to 20 feet. Sizes will be as shown on the Drawings. All pipe shall have a minimum pressure rating as indicated in the following table, and corresponding minimum wall thickness, unless otherwise specified or shown on the Drawings:

Pipe Sizes (inches)	Pressure Class (psi)
4 - 12	350
14 - 18	250
20	250
24	200
30 - 54	250
60 - 64	200

2. Flanged pipe minimum wall thickness shall be equal to Special Class 53. Flanges shall be furnished by the pipe manufacturer.
3. Pipe and fittings shall be cement lined in accordance with AWWA C104 (latest edition). Pipe and fittings shall be furnished with a bituminous outside coating.
4. Fittings shall be ductile iron and shall conform to AWWA C110 or AWWA C153 (latest edition) with a minimum rated working pressure of 250 psi or as indicated on plans.
5. Joints
 - a. Unless shown or specified otherwise, joints shall be push-on or restrained joint type for pipe and standard mechanical, push-on or restrained joints for fittings. Push-on and mechanical joints shall conform to AWWA C111 (latest edition). Restrained joints for pipe and fittings shall be American "FLEX-RING" or "LOK-RING", Clow "SUPER-LOCK", or U.S. Pipe "TR FLEX". No field welding of restrained joint pipe will be permitted. No mega lug type restraints are allowed on 24" and 30" water line.
 - b. Restrained joint pipe (RJP) on supports shall have bolted joints and shall be specifically designed for clear spans of at least 36 feet.
 - c. Flanged joints shall meet the requirements of ANSI B16.1, Class 125.

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6. Provide the appropriate gaskets for mechanical and flange joints. Gaskets for flange joints shall be made of 1/8-inch thick, cloth reinforced rubber; gaskets may be ring type or full face type.
7. Provide the necessary bolts for mechanical, restrained and flange connections. Bolts for flange connections shall be steel with American Regular unfinished square or hexagon heads. Nuts shall be steel with American Standard Regular hexagonal dimensions, all as specified in ANSI B17.2. All bolts and all nuts shall be threaded in accordance with ANSI B1.1, Coarse Thread Series, Class 2A and 2B fit. Mechanical joint glands shall be ductile iron.
8. Acceptance will be on the basis of the ENGINEER'S inspection and the manufacturer's written certification that the pipe was manufactured and tested in accordance with the applicable standards.
9. If the water main is located within a 200 feet radius of an underground storage tank (UST), special rubber gaskets shall be provided for the water main joints. These gaskets shall be manufactured of "nitrate rubber" material or other acceptable material possessing superior resistance to deterioration from petroleum based products. This requirement will apply to the gaskets supplied for mechanical joints and push-on joints.

B. Polyvinyl Chloride Pipe (PVC) - (C-900)

1. All PVC pipe shall have belled ends for push-on type jointing and shall conform to AWWA C900, ductile iron pipe equivalent outside diameters. The pipe shall have a Dimension Ratio (DR) of **14** and shall be capable of withstanding a working pressure of **200** psi. Pipe shall be supplied in minimum lengths of 20 feet.
2. All fittings shall be of cast or ductile iron meeting the requirements of AWWA C110 or AWWA C153 with a minimum rated working pressure of **250** psi. Fittings shall be cement lined in accordance with AWWA C104. Fittings shall be furnished with a bituminous outside coating. Special adapters shall be provided, as recommended by the manufacturer, to adapt the PVC pipe to mechanical jointing with cast or ductile iron pipe, fittings or valves.
3. Detection tape shall be provided over all PVC water mains.

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4. Acceptance will be on the basis of the ENGINEER'S inspection and the manufacturer's written certification that the pipe was manufactured and tested in accordance with the applicable standards, including the National Sanitation Foundation. Additionally, each piece of pipe shall be stamped "NSF Approved".

C. Polyethylene Pipe and Fittings

1. The CONTRACTOR shall furnish and install high density polyethylene pipe meeting these Specifications at the locations indicated on the Plans and in other sections of these Specifications.
 - a. High Density polyethylene pipe shall be manufactured and tested in conformance to the requirements of the latest revision of the American Society for Testing and Materials designation ASTM D-3350 "Polyethylene Plastic Pipe and Fittings Materials".
 - b. High density Polyethylene pipe shall have a grade designation of PE 3406 and a cell classification designation of P 355434C.
 - c. High density polyethylene pipe shall be joined by means of butt fusion.
 - d. Fittings for high density polyethylene pipe shall be manufactured of the same materials as the pipe. Unless otherwise indicated, all fittings shall be joined to the pipe by butt fusion techniques.

2.02 VALVES

A. Gate Valves (GV)

1. 3-Inches in Diameter and Smaller: Gate valves shall be bronze, heavy duty, rising stem, wedge type with screwed or union bonnet. Valve ends shall be threaded or solder type as appropriate. Valves shall have a minimum 200 psi working pressure for water (125 psi working pressure for steam). Valves shall be made in the U.S.A. Gate valves shall be equal to Crane No. 428 (threaded) or Crane No. 1334 (solder end).
2. 4-Inches Through 12-Inches in Diameter: Gate valves 4-inches through 12-inches shall be resilient wedge type conforming to the requirements of AWWA C509 rated for 200 psi working pressure.
 - a. Valves shall be provided with two O-ring stem seals with one O-ring located above and one O-ring below the stem collar. The area between

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the O-rings shall be filled with lubricant to provide lubrication to the thrust collar bearing surfaces each time the valve is operated. At least one anti-friction washer shall be utilized to further minimize operating torque. All seals between valve parts, such as body and bonnet, bonnet and bonnet cover, shall be flat gaskets or O-rings.

- b. The valve gate shall be made of cast iron having a vulcanized, synthetic rubber coating, or a seat ring attached to the disc with retaining screws. Sliding of the rubber on the seating surfaces to compress the rubber will not be allowed. The design shall be such that compression-set of the rubber shall not affect the ability of the valve to seal when pressure is applied to either side of the gate. The sealing mechanism shall provide zero leakage at the water working pressure when installed with the line flow in either direction.
- c. All internal ferrous surfaces shall be coated with epoxy to a minimum thickness of 4 mils. The epoxy shall be non-toxic, impart no taste to the water and shall conform to AWWA C550, latest revision.
- d. Gate valves 4 through 12-inches shall be manufactured by American-Darling, Mueller or M & H Valve.

2.03 FIRE HYDRANTS (FH)

- A. All fire hydrants shall conform to the requirements of AWWA C502 for 250 psi working pressure. Hydrants shall be the compression type, closing with line pressure. The valve opening shall not be less than [5-1/4-inches].
- B. In the event of a traffic accident, the hydrant barrel shall break away from the standpipe at a point above grade and in a manner which will prevent damage to the barrel and stem, preclude opening of the valve, and permit rapid and inexpensive restoration without digging or cutting off the water.
- C. The means for attaching the barrel to the standpipe shall permit facing the hydrant a minimum of eight different directions.
- D. Hydrants shall be fully bronze mounted with all working parts of bronze. Valve seat ring shall be bronze and shall screw into a bronze retainer.
- E. All working parts, including the seat ring shall be removable through the top without disturbing the barrel of the hydrant.

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- F. The operating nut shall match those on the existing hydrants. The operating threads shall be totally enclosed in an operating chamber, separated from the hydrant barrel by a rubber O-ring stem seal and lubricated by a grease or an oil reservoir.
- G. Hydrant shall be a non-freezing design and be provided with a simple, positive, and automatic drain which shall be fully closed whenever the main valve is opened.
- H. Hose and pumper connections shall be breech-locked, pinned, or threaded and pinned to seal them into the hydrant barrel. Each hydrant shall have two 2-1/2-inch hose connections and one 4-1/2-inch pumper connection, all with National Standard threads and each equipped with cap and non-kinking chain.
- I. Hydrants shall be furnished with a mechanical joint connection to the spigot of the 6-inch hydrant lead.
- J. Minimum depth of bury shall be 4.5 feet. Provide extension section where necessary for proper vertical installation and in accordance with manufacturer's recommendations.
- K. All outside surfaces of the barrel above grade shall be painted with enamel equal to Koppers Glamortex 501 in a color to be selected by the Owner.
- L. Hydrants shall be traffic model and shall be Mueller Super Centurion or approved equal.

2.04 VALVE BOXES (VB) AND EXTENSION STEMS

- A. All valves shall be equipped with valve boxes. The valve boxes shall be cast iron two-piece screw type with drop covers. Valve boxes shall have a 5.25-inch inside diameter. Valve box covers shall weigh a minimum of 13 pounds. The valve boxes shall be adjustable to 6-inches up or down from the nominal required cover over the pipe. Valve boxes shall be of sufficient length that bottom flange of the lower belled portion of the box is below the valve operating nut. Ductile or cast iron extensions shall be provided as necessary. Covers shall have "WATER VALVE" or "WATER" cast into them. Valve boxes shall be manufactured in the United States.
- B. All valves shall be furnished with extension stems, as necessary, to bring the operating nut to within 30-inches of the top of the valve box. Connection to the valve shall be with a wrench nut coupling and a set screw to secure the coupling to the valve's operating nut. The coupling and square wrench nut shall be welded to

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the extension stem. Extension stems shall be equal to Mueller A-26441 or M & H Valve Style 3801.

- C. All Valve Boxes shall be installed with Concrete Collars as Indicated on the Detail Sheet.

2.05 VALVE MARKERS (VM) (NOT USED)

2.06 TAPPING SLEEVES AND VALVES (TS&V)

Tapping sleeves shall be cast or ductile iron of the split-sleeve, mechanical joint type. The CONTRACTOR shall be responsible for determining the outside diameter of the pipe to be connected to prior to ordering the sleeve. Valves shall be gate valves furnished in accordance with the specifications shown above, with flanged connection to the tapping sleeve and mechanical joint connection to the branch pipe. The tapping sleeve and valve shall be supplied by the valve manufacturer. Tapping sleeves shall be equal to American-Darling, Mueller or M & H Valve.

2.07 TAPPING SADDLES

Tapping saddles shall be brass body type with O-ring gasket. Tapping saddles shall be equal to Mueller Series H-134 Service Clamp.

2.08 CORPORATION COCKS AND CURB STOPS

Corporation cocks and curb stops shall be ground key type, shall be made of bronze conforming to ASTM B 61 or B 62, and shall be suitable for the working pressure of the system. Ends shall be suitable for flared tube compression type joint. Threaded ends for inlet and outlet of corporation cocks shall conform to AWWA C800; coupling nut for connection to flared copper tubing shall conform to ANSI B16.26. Corporation cocks and curb stops shall be manufactured by Mueller or Ford or approved equal.

2.09 AIR VALVES (NOT USED)

2.10 METER SETTERS

The meter setter shall be a tandem coppersetter as shown on the standard detail drawings with 3/4" double purpose ends and be 15" high with padlock wing. It shall be all purpose, designed for 5/8" x 3/4" meter and be of sufficient height to raise meters above the bottom of the meter box. The meter setter shall be Ford, or equal. Meter setters shall have an inverted key inlet valve.

Setters shall be installed so that the meters are centered in the meter box.

The water service line shall be extended a minimum of 18" beyond the meter box on the customer end. The end of the extension shall be capped or plugged to prevent entry of foreign material until the connection is made.

2.11 WATER METERS

Water meter shall be cold water displacement type meeting all requirement of AWWA C700-77. The meter sizes shall be 5/8-inch x 3/4-inch meters for 3/4" service rated at a flow of 20 gpm and 1" meters for 1" service rated at a flow of 50 gpm. Meters shall be of frost-proof design and be rotating disk type. The meters shall be equipped with a straight-reading register recording in U.S. Gallons hermetically sealed to prevent fogging and with a removable corrosion resistant strainer screen between the outer case and measuring chamber. Register shall be equipped with a device to afford capability for accurately testing each meter according to AWWA Standards. The body case shall have the manufacturer's serial number imprinted thereon and have raised markings to indicate the direction of flow. Water meters shall be "_____" or approved equal.

2.12 HYDRANT TEES (Not Used)

2.13 ANCHOR COUPLINGS (Not Used)

2.14 VALVE KEYS

The CONTRACTOR shall provide to the OWNER one valve key for every five valves provided, but no more than three and not less than one valve key. Valve keys shall be 72-inches long with a tee handle and a 2-inch square wrench nut. Valve keys shall be furnished by the valve manufacturer. Valve keys shall be equal to Mueller A-24610 or ACIPCO No. 1303.

2.15 CONCRETE

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Concrete shall have a compressive strength of not less than 3000 psi, with not less than 5.5 bags of cement per cubic yard and a slump between 3 and 5-inches. For job mixed concrete, submit the concrete mix design for approval by the Engineer. Ready-mixed concrete shall be mixed and transported in accordance with ASTM C 94. Reinforcing steel shall conform to the requirements of ASTM A 615, Grade 60.

PART 3 EXECUTION

3.01 EXISTING UTILITIES AND OBSTRUCTIONS

- A. The Drawings indicate utilities or obstructions that are known to exist according to the best information available to the OWNER. The CONTRACTOR shall call the agencies or departments that own and/or operate utilities in the vicinity of the construction work site at least 72 hours (three business days) prior to construction to verify the location of the existing utilities.
- B. Existing Utility Location: The following steps shall be exercised to avoid interruption of existing utility service.
 - 1. Provide the required notice to the utility owners and allow them to locate their facilities. Field utility locations are valid for only 10 days after original notice. The CONTRACTOR shall ensure, at the time of any excavation, that a valid utility location exists at the point of excavation.
 - 2. Expose the facility, for a distance of at least 200 feet in advance of pipeline construction, to verify its true location and grade. Repair, or have repaired, any damage to utilities resulting from locating or exposing their true location.
 - 3. Avoid utility damage and interruption by protection with means or methods recommended by the utility owner.
 - 4. Maintain a log identifying when phone calls were made, who was called, area for which utility relocation was requested and work order number issued, if any. The CONTRACTOR shall provide the ENGINEER an updated copy of the log bi-weekly, or more frequently if required.
- C. Conflict with Existing Utilities

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1. **Horizontal Conflict:** Horizontal conflict shall be defined as when the actual horizontal separation between a utility, main, or service and the proposed water main does not permit safe installation of the water main by the use of sheeting, shoring, tying-back, supporting, or temporarily suspending service of the parallel or crossing facility. The CONTRACTOR may change the proposed alignment of the water main to avoid horizontal conflicts if the new alignment remains within the available right-of-way or easement, complies with regulatory agency requirements and after a written request to and subsequent approval by the ENGINEER or OWNER. Where such relocation of the water main is denied by the ENGINEER or OWNER, the CONTRACTOR shall arrange to have the utility, main, or service relocated.
 2. **Vertical Conflict:** Vertical conflict shall be defined as when the actual vertical separation between a utility, main, or service and the proposed water main does not permit the crossing without immediate or potential future damage to the utility, main, service, or the water main. The CONTRACTOR may change the proposed grade of the water main to avoid vertical conflicts if the changed grade maintains adequate cover and complies with regulatory agencies requirements after written request to and subsequent approval by the ENGINEER or OWNER. Where such relocation of the water main is denied by the ENGINEER or OWNER, the CONTRACTOR shall arrange to have the utility, main, or service relocated.
- D. **Electronic Locator:** Have available at all times an electronic pipe locator and a magnetic locator, in good working order, to aid in locating existing pipe lines or other obstructions.
- E. **Water and Sewer Separation**
1. Water mains should maintain a minimum 10 foot edge-to-edge separation from sewer lines, whether gravity or pressure. If the main cannot be installed in the prescribed easement or right-of-way and provide the 10 foot separation, the separation may be reduced, provided the bottom of the water main is a minimum of 18-inches above the top of the sewer. Should neither of these two separation criteria be possible, the water main shall be installed below the sewer with a minimum vertical separation of 18-inches.
 2. The water main, when installed below the sewer, shall be encased in concrete with a minimum 6-inch concrete depth to the first joint in each direction. Where water mains cross the sewer, the pipe joint adjacent to the pipe crossing the sewer shall be cut to provide maximum separation of the pipe joints from the sewer.

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3. No water main shall pass through, or come in contact with, any part of a sanitary sewer manhole.

3.02 CONSTRUCTION ALONG HIGHWAYS, STREETS AND ROADWAYS

- A. Install pipe lines and appurtenances along highways, streets and roadways in accordance with the applicable regulations of, and permits issued by, the Transportation Cabinet, local county and city with reference to construction operations, safety, traffic control, road maintenance and repair.
- B. Traffic Control
 1. The CONTRACTOR shall provide, erect and maintain all necessary barricades, suitable and sufficient lights and other traffic control devices; provide qualified flagmen where necessary to direct traffic; take all necessary precautions for the protection of the work and the safety of the public.
 2. Construction traffic control devices and their installation shall be in accordance with the current Manual On Uniform Traffic Control Devices for Streets and Highways and the Department of Highways Specifications, latest edition.
 3. Placement and removal of construction traffic control devices shall be coordinated with the Department of Transportation, local county and city, a minimum of 48 hours in advance of the activity.
 4. Placement of construction traffic control devices shall be scheduled ahead of associated construction activities. Construction time in street right-of-way shall be conducted to minimize the length of time traffic is disrupted. Construction traffic control devices shall be removed immediately following their useful purpose. Traffic control devices used intermittently, such as "Flagmen Ahead", shall be removed and replaced when needed.
 5. Existing traffic control devices within the construction work zone shall be protected from damage. Traffic control devices requiring temporary relocation shall be located as near as possible to their original vertical and horizontal locations. Original locations shall be measured from reference points and recorded in a log prior to relocation. Temporary locations shall provide the same visibility to affected traffic as the original location. Relocated traffic control devices shall be reinstalled in their original locations as soon as practical following construction.

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6. Construction traffic control devices shall be maintained in good repair and shall be clean and visible to affected traffic for daytime and nighttime operation. Traffic control devices affected by the construction work zone shall be inspected daily.
7. Construction warning signs shall be black legend on an orange background. Regulatory signs shall be black legend on a white background. Construction sign panels shall meet the minimum reflective requirements of the Department of Transportation, local county and city. Sign panels shall be of durable materials capable of maintaining their color, reflective character and legibility during the period of construction.
8. Channelization devices shall be positioned preceding an obstruction at a taper length as required by the current Manual On Uniform Traffic Control Devices for Streets and Highways, as appropriate for the speed limit at that location. Channelization devices shall be patrolled to insure that they are maintained in the proper position throughout their period of use.
9. All Traffic Control requirements in Roadway Contract shall be followed in addition to the requirements listed above.

C. Construction Operations

1. Perform all work along highways, streets and roadways to minimize interference with traffic.
2. Stripping: Where the pipe line is laid along road right-of-way, strip and stockpile all sod, topsoil and other material suitable for right-of-way restoration.
3. Trenching, Laying and Backfilling: Do not open the trench any further ahead of pipe laying operations than is necessary. Backfill and remove excess material immediately behind laying operations. Complete excavation and backfill for any portion of the trench in the same day.
4. Shaping: Reshape damaged slopes, side ditches, and ditch lines immediately after completing backfilling operations. Replace topsoil, sod and any other materials removed from shoulders.
5. Construction operations shall be limited to 400 feet along areas within KY Transportation Cabinet jurisdiction, including clean-up and utility exploration.

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- D. Excavated Materials: Do not place excavated material along highways, streets and roadways in a manner which obstructs traffic. Sweep all scattered excavated material off of the pavement in a timely manner.
- E. Drainage Structures: Keep all side ditches, culverts, cross drains, and other drainage structures clear of excavated material. Care shall be taken to provide positive drainage to avoid ponding or concentration of runoff.
 - 1. The CONTRACTOR shall make provisions for handling all flows in existing creeks, ditches, sewers and trenches by pipes, flumes or other approved methods at all times when his operations would, in any way, interfere with the natural functioning of said creeks, ditches, sewers and drains. The CONTRACTOR shall at all times during construction provide and maintain sufficient equipment for the disposal of all water which enters the excavation, both in open cut trenches and in tunnels, to render such excavation firm and dry, until the structures to be built thereon are completed.
- F. Landscaping Features: Landscaping features shall include, but are not necessarily limited to: fences; property corners; cultivated trees and shrubbery; manmade improvements; subdivision and other signs within the right-of-way and easement. The CONTRACTOR shall take extreme care in moving landscape features and promptly re-establishing these features.
- G. Maintaining Highways, Streets, Roadways and Driveways
 - 1. Maintain streets, highways, roadways and driveways in suitable condition for movement of traffic until completion and final acceptance of the Work. All excavation shall be conducted in a manner to the last interruption to traffic.
 - 2. During the time period between pavement removal and completing permanent pavement replacement, maintain highways, streets and roadways by the use of steel running plates. Running plate edges shall have asphalt placed around their periphery to minimize vehicular impact. The backfill above the pipe shall be compacted as specified elsewhere up to the existing pavement surface to provide support for the steel running plates.
 - 3. Furnish a road grader or front-end loader for maintaining highways, streets, and roadways. The grader or front-end loader shall be available at all times.
 - 4. Immediately repair all driveways that are cut or damaged. Maintain them in a suitable condition for use until completion and final acceptance of the Work. Driveways and other private and public access routes shall not be kept blocked or closed by the CONTRACTOR for more than a reasonable period

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of time without prior written approval from the property owner or controlling authority.

5. Maintenance of all traffic shall be in accordance with any requirements of the local road department(s) and/or the Kentucky Transportation Cabinet. It is the responsibility of the CONTRACTOR to coordinate all work with and notify the above-named agencies, and to provide all necessary signs, barricades, lights, flagmen, and other items for maintenance of traffic.
6. Public travel shall be maintained, unrestricted, wherever and whenever possible. Detours shall be provided when so directed by the appropriate agency. Adequate precautions shall be taken to provide for the safety of both vehicular and pedestrian traffic. Emergency vehicles shall be provided access to construction area at all times.
7. Unless specifically directed otherwise by the ENGINEER, not more than five hundred (500') feet of trench shall be opened ahead of the pipe laying, and not more than five hundred (500') feet of open ditch shall be left behind the pipe laying. All barricades, lanterns, watchmen, and other such signs and signals as may be necessary to warn the public of the dangers in connection with open trenches, excavations and other obstructions, shall be provided by and at the expense of the CONTRACTOR.
8. When so required, or when directed by the ENGINEER, only one-half (1/2) of the street crossing and road crossings shall be excavated before placing temporary bridges over the side excavated for the convenience of the traveling public.
9. All backfilled ditches shall be maintained in such manner that they will offer no hazard to the traveling public and the property owners abutting the improvements shall be taken into consideration. All public or private drives shall be promptly backfilled or bridges at the direction of the ENGINEER. Excavated materials shall be disposed of so as to cause the least interference, and in every case the deposition of excavated materials shall be satisfactory to the ENGINEER.

H. Property Protection

1. Extreme care shall be taken to protect trees, fences, poles, crops and all other property from damage unless their removal is authorized by the ENGINEER. Any damaged property shall be restored to as good or better than original condition and shall meet with the approval of the ENGINEER and OWNER.

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2. The CONTRACTOR has the right to fully utilize the easement unless specifically stated otherwise on the plans or by the ENGINEER. If any irreplaceable trees, fences, poles or crops, such as tobacco, corn, soy beans and such (excluding pasture land), occur on the easement the CONTRACTOR shall obtain the ENGINEER's and OWNER's approval prior to removing or otherwise causing damage to any of these items.
3. Beyond the limits of the easement the CONTRACTOR shall be responsible for any damage caused by his operations and/or his personnel.

3.03 PIPE DISTRIBUTION

- A. Pipe shall be distributed and placed in such a manner that will not interfere with traffic.
- B. No pipe shall be strung further along the route than 1000 feet beyond the area in which the CONTRACTOR is actually working without written permission from the OWNER.
- C. No street or roadway may be closed for unloading of pipe without first obtaining permission from the proper authorities. The CONTRACTOR shall furnish and maintain proper warning signs and obstruction lights for the protection of traffic along highways, streets and roadways upon which pipe is distributed.
- D. No distributed pipe shall be placed inside drainage ditches.
- E. Distributed pipe shall be placed as far as possible from the roadway pavement, but no closer than five feet from the roadway pavement, as measured edge-to-edge.

3.04 LOCATION AND GRADE

- A. The Drawings show the alignment of the water main and the location of valves, hydrants and other appurtenances.
- B. Construction Staking
 1. The base lines for locating the principal components of the work and a bench marks adjacent to the work are shown on the Drawings if Available. Base lines shall be defined as the line to which the location of the water main is referenced, i.e., edge of pavement, road centerline, property line, right-of-way or survey line. The CONTRACTOR shall be responsible for performing all survey work required for constructing the water main, including the establishment of base lines and any detail surveys needed for construction.

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This work shall include the staking out of permanent and temporary easements to insure that the CONTRACTOR is not deviating from the designated easements.

2. The level of detail of survey required shall be that which the correct location of the water main can be established for construction and verified by the ENGINEER or OWNER. Where the location of components of the water main, e.g. tunnels and fittings, are not dimensioned, the establishment on the location of these components shall be based upon scaling these locations from the Drawings with relation to readily identifiable land marks, e.g., survey reference points, power poles, manholes, etc.

C. Reference Points

1. The CONTRACTOR shall take all precautions necessary, which includes, but is not necessarily limited to, installing reference points, in order to protect and preserve the centerline or baseline established by the ENGINEER.
2. Reference points shall be placed, at or no more than three feet, from the outside of the construction easement or right-of-way. The location of the reference points shall be recorded in a log with a copy provided to the ENGINEER and OWNER for use, prior to verifying reference point locations. Distances between reference points and the manhole centerlines shall be accurately measured to 0.01 foot.
3. The CONTRACTOR shall give the ENGINEER reasonable notice that reference points are set. The reference point locations must be verified by the ENGINEER prior to commencing clearing and grubbing operations.

D. After the CONTRACTOR locates and marks the water main centerline or baseline, the CONTRACTOR shall perform clearing and grubbing.

E. Construction shall begin at a connection location and proceed without interruption. Multiple construction sites shall not be permitted without written authorization from the ENGINEER for each site.

F. The CONTRACTOR shall be responsible for any damage done to reference points, base lines, center lines and temporary bench marks, and shall be responsible for the cost of re-establishment of reference points, base lines, center lines and temporary bench marks as a result of the operations.

3.05 LAYING AND JOINTING PIPE AND ACCESSORIES

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- A. Lay all pipe and fittings to accurately conform to the lines and grades established by the ENGINEER.

- B. Pipe Installation
 - 1. Proper implements, tools and facilities shall be provided for the safe performance of the Work. All pipe, fittings, valves and hydrants shall be lowered carefully into the trench by means of slings, ropes or other suitable tools or equipment in such a manner as to prevent damage to water main materials and protective coatings and linings. Under no circumstances shall water main materials be dropped or dumped into the trench.
 - 2. All pipe, fittings, valves, hydrants and other appurtenances shall be examined carefully for damage and other defects immediately before installation. Defective materials shall be marked and held for inspection by the ENGINEER, who may prescribe corrective repairs or reject the materials.
 - 3. All lumps, blisters and excess coating shall be removed from the socket and plain ends of each pipe, and the outside of the plain end and the inside of the bell shall be wiped clean and dry and free from dirt, sand, grit or any foreign materials before the pipe is laid. No pipe containing dirt shall be laid.
 - 4. Foreign material shall be prevented from entering the pipe while it is being placed in the trench. No debris, tools, clothing or other materials shall be placed in the pipe at any time.
 - 5. As each length of pipe is placed in the trench, the joint shall be assembled and the pipe brought to correct line and grade. The pipe shall be secured in place with approved backfill material.
 - 6. It is not mandatory to lay pipe with the bells facing the direction in which work is progressing.
 - 7. Applying pressure to the top of the pipe, such as with a backhoe bucket, to lower the pipe to the proper elevation or grade, shall not be permitted.
 - 8. Detection tape shall be buried 4 to 10-inches deep. Should detection tape need to be installed deeper, the CONTRACTOR shall provide 3-inch wide tape. In no case shall detection tape be buried greater than 20-inches from the finish grade surface.

- C. Alignment and Gradient

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1. Lay pipe straight in alignment and gradient or follow true curves as nearly as practicable. Do not deflect any joint more than the maximum deflection recommended by the manufacturer.
 2. Maintain a transit, level and accessories on the job to lay out angles and ensure that deflection allowances are not exceeded.
- D. Expediting of Work: Excavate, lay the pipe, and backfill as closely together as possible. Do not leave unjointed pipe in the trench overnight. Backfill and compact the trench as soon as possible after laying and jointing is completed. Cover the exposed end of the installed pipe each day at the close of work and at all other times when work is not in progress. If necessary to backfill over the end of an uncompleted pipe or accessory, close the end with a suitable plug, either push-on, mechanical joint, restrained joint or as approved by the ENGINEER.
- E. Joint Assembly
1. Push-on, mechanical, flange and restrained type joints shall be assembled in accordance with the manufacturer's recommendations.
 2. The CONTRACTOR shall inspect each pipe joint within 200 feet on either side of main line valves to insure 100 percent seating of the pipe spigot, except as noted otherwise.
 3. Each restrained joint shall be inspected by the CONTRACTOR to ensure that it has been "homed" 100 percent.
 4. The CONTRACTOR shall internally inspect each pipe joint to insure proper assembly for pipe 24-inches in diameter and larger after the pipe has been brought to final alignment.
- F. Cutting Pipe: Cut ductile iron pipe using an abrasive wheel saw. Cut PVC pipe using a suitable saw; remove all burrs and smooth the end before jointing. The CONTRACTOR shall cut the pipe and bevel the end, as necessary, to provide the correct length of pipe necessary for installing the fittings, valves, accessories and closure pieces in the correct location. Only push-on or mechanical joint pipe shall be cut.
- G. Polyethylene Encasement: Installation shall be in accordance with AWWA C105 and the manufacturer's instructions. All ends shall be securely closed with tape and all damaged areas shall be completely repaired to the satisfaction of the Engineer.

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H. Valve and Fitting Installation

1. Prior to installation, valves shall be inspected for direction of opening, number of turns to open, freedom of operation, tightness of pressure-containing bolting and test plugs, cleanliness of valve ports and especially seating surfaces, handling damage and cracks. Defective valves shall be corrected or held for inspection by the ENGINEER. Valves shall be closed before being installed.
2. Valves, fittings, plugs and caps shall be set and joined to the pipe in the manner specified in this Section for cleaning, laying and joining pipe, except that 12-inch and larger valves shall be provided with special support, such as treated timbers, crushed stone, concrete pads or a sufficiently tamped trench bottom so that the pipe will not be required to support the weight of the valve. Valves shall be installed in the closed position.
3. A valve box shall be provided on each underground valve. They shall be carefully set, centered exactly over the operating nut and truly plumbed. The valve box shall not transmit shock or stress to the valve. The bottom flange of the lower belled portion of the box shall be placed below the valve operating nut. This flange shall be set on brick, so arranged that the weight of the valve box and superimposed loads will bear on the base and not on the valve or pipe. Extension stems shall be installed where depth of bury places the operating nut in excess of 30-inches beneath finished grade so as to set the top of the operating nut 30-inches below finished grade. The valve box cover shall be flush with the surface of the finished area or such other level as directed by the ENGINEER.
4. In no case shall valves be used to bring misaligned pipe into alignment during installation. Pipe shall be supported in such a manner as to prevent stress on the valve.
5. A valve marker shall be provided for each underground valve. Unless otherwise detailed on the Drawings or directed by the ENGINEER, valve markers shall be installed 6-inches inside the right-of-way or easement.

I. Hydrant Installation

1. Prior to installation, inspect all hydrants for direction of opening, nozzle threading, operating nut and cap nut dimensions, tightness of pressure-containing bolting, cleanliness of inlet elbow, handling damage and cracks. Defective hydrants shall be corrected or held for inspection by the ENGINEER.

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2. All hydrants shall stand plumb and shall have their nozzles parallel with or at right angles to the roadway, with pumper nozzle facing the roadway, except that hydrants having two-hose nozzles 90 degrees apart shall be set with each nozzle facing the roadway at an angle of 45 degrees.
3. Hydrants shall be set to the established grade, with the centerline of the lowest nozzle at least 12-inches above the ground or as directed by the ENGINEER.
4. Each hydrant shall be connected to the main with a 6-inch branch controlled by an independent 6-inch valve. When a hydrant is set in soil that is pervious, drainage shall be provided at the base of the hydrant by placing coarse gravel or crushed stone mixed with coarse sand from the bottom of the trench to at least 6-inches above the drain port opening in the hydrant to a distance of 12-inches around the elbow.
5. When a hydrant is set in clay or other impervious soil, a drainage pit 2 x 2 x 2 feet shall be excavated below each hydrant and filled with coarse gravel or crushed stone mixed with coarse sand under and around the elbow of the hydrant and to a level of 6-inches above the drain port.
6. Hydrants shall be located as shown on the Drawings or as directed by the ENGINEER. In the case of hydrants that are intended to fail at the ground-line joint upon vehicle impact, specific care must be taken to provide adequate soil resistance to avoid transmitting shock moment to the lower barrel and inlet connection. In loose or poor load bearing soil, this may be accomplished by pouring a concrete collar approximately 6-inches thick to a diameter of 24-inches at or near the ground line around the hydrant barrel.

3.06 CONNECTIONS TO WATER MAINS

- A. Make connections to existing pipe lines with tapping sleeves and valves, unless specifically shown otherwise on the Drawings.
- B. Location: Before laying pipe, locate the points of connection to existing water mains and uncover as necessary for the ENGINEER or OWNER to confirm the nature of the connection to be made.
- C. Interruption of Services: Make connections to existing water mains only when system operations permit. Operate existing valves only with the specific authorization and direct supervision of the Owner.

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D. Tapping Saddles and Tapping Sleeves

1. Holes in the new pipe shall be machine cut, either in the field or at the factory. No torch cutting of holes shall be permitted.
2. Prior to attaching the saddle or sleeve, the pipe shall be thoroughly cleaned, utilizing a brush and rag, as required.
3. Before performing field machine cut, the watertightness of the saddle or sleeve assembly shall be pressure tested. The interior of the assembly shall be filled with water. An air compressor shall be attached, which will induce a test pressure as specified in this Section. No leakage shall be permitted for a period of five minutes.
4. After attaching the saddle or sleeve to an existing main, but prior to making the tap, the interior of the assembly shall be disinfected. All surfaces to be exposed to potable water shall be swabbed or sprayed with a one percent hypochlorite solution.

E. Connections Using Solid Sleeves: Where connections are shown on the Drawings using solid sleeves, the CONTRACTOR shall furnish materials and labor necessary to make the connection to the existing pipe line.

F. Connections Using Couplings: Where connections are shown on the Drawings using couplings, the CONTRACTOR shall furnish materials and labor necessary to make the connection to the existing pipe line, including all necessary cutting, plugging and backfill.

G. All connections to AC pipe shall meet all federal, state, and local regulations and requirements.

3.07 VALVE BOX ADJUSTMENT

A. Valve Boxes shall be adjusted to the finished elevation of the pavement, sidewalk, or ground.

3.08 THRUST RESTRAINT

A. Provide restraint at all points where hydraulic thrust may develop.

B. Concrete Blocking

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1. Provide concrete blocking for all bends, tees, valves, and other points where thrust may develop, except where other exclusive means of thrust restraint are specifically shown on the Drawings.
2. Concrete shall be as specified in this Section.
3. Form and pour concrete blocking at fittings as shown on the Drawings and as directed by the ENGINEER. Pour blocking against undisturbed earth. Increase dimensions when required by over excavation.

3.09 INSPECTION AND TESTING

A. Pressure and Leakage Test

1. All sections of the water main subject to internal pressure shall be pressure tested in accordance with AWWA C600. A section of main will be considered ready for testing after completion of all thrust restraint and backfilling.
2. Each segment of water main between main valves shall be tested individually.
3. Test Preparation
 - a. For water mains less than 24-inches in diameter, flush sections thoroughly at flow velocities, greater than 2.5 feet per second, adequate to remove debris from pipe and valve seats. For water mains 24-inches in diameter and larger, the main shall be carefully swept clean, and mopped if directed by the ENGINEER. Partially open valves to allow the water to flush the valve seat.
 - b. Partially operate valves and hydrants to clean out seats.
 - c. Provide temporary blocking, bulkheads, flanges and plugs as necessary, to assure all new pipe, valves and appurtenances will be pressure tested.
 - d. Before applying test pressure, air shall be completely expelled from the pipeline and all appurtenances. Insert corporation cocks at highpoints to expel air as main is filled with water as necessary to supplement automatic air valves. Corporation stops shall be constructed as detailed on the Drawings with a meter box.

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- e. Fill pipeline slowly with water. Provide a suitable pump with an accurate water meter to pump the line to the specified pressure.
 - f. The differential pressure across a valve or hydrant shall equal the maximum possible, but not exceed the rated working pressure. Where necessary, provide temporary backpressure to meet the differential pressure restrictions.
 - g. Valves shall not be operated in either the opening or closing direction at differential pressures above the rated pressure.
4. Test Pressure: Test the pipeline at 50 psi above the rated working pressure measured at the lowest point for at least two hours. Maintain the test pressure within 5 psi of the specified test pressure for the test duration. Should the pressure drop more than 5 psi at any time during the test period, the pressure shall be restored to the specified test pressure. Provide an accurate pressure gage with graduation not greater than 5 psi.
5. Leakage
- a. Leakage shall be defined as the sum of the quantity of water that must be pumped into the test section, to maintain pressure within 5 psi of the specified test pressure for the test duration plus water required to return line to test pressure at the end of the test. Leakage shall be the total cumulative amount measured on a water meter.
 - b. The OWNER assumes no responsibility for leakage occurring through existing valves.
6. Test Results: No test section shall be accepted if the leakage exceeds the limits determined by the following formula:

$$L = \frac{SD(P)^{1/2}}{133,200}$$

Where:	L	=	allowable leakage, in gallons per hour
	S	=	length of pipe tested, in feet
	D	=	nominal diameter of the pipe, in inches
	P	=	average test pressure during the leakage test, in pounds per square inch (gauge)

As determined under Section 4 of AWWA C600.

If the water main section being tested contains lengths of various pipe diameters, the allowable leakage shall be the sum of the computed leakage for each diameter. The leakage test shall be repeated until the test section is

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accepted. All visible leaks shall be repaired regardless of leakage test results.

7. Completion: After a pipeline section has been accepted, relieve test pressure. Record type, size and location of all outlets on record drawings.

3.10 DISINFECTING PIPELINE

- A. After successfully pressure testing each pipeline section, disinfect in accordance with AWWA C651 for the continuous-feed method and these Specifications.
- B. Specialty Contractor: Disinfection shall be performed by an approved specialty contractor. Before disinfection is performed, the CONTRACTOR shall submit a written procedure for approval before being permitted to proceed with the disinfection. This plan shall also include the steps to be taken for the neutralization of the chlorinated water.
- C. Chlorination
 1. Apply chlorine solution to achieve a concentration of at least 50 milligrams per liter free chlorine in new line. Retain chlorinated water for 24 hours.
 2. Chlorine concentration shall be recorded at every outlet along the line at the beginning and end of the 24 hour period.
 3. After 24 hours, all samples of water shall contain at least 25 milligrams per liter free chlorine. Re-chlorinate if required results are not obtained on all samples.
- D. Disposal of Chlorinated Water: Reduce chlorine residual of disinfection water to less than one milligram per liter if discharged directly to a body of water or to less than two milligrams per liter if discharged onto the ground prior to disposal. Treat water with sulfur dioxide or other reducing chemicals to neutralize chlorine residual. Flush all lines until residual is equal to existing system.
- E. Bacteriological Testing: After final flushing and before the main is placed into service, the CONTRACTOR shall assist the OWNER in collecting samples from the line to have tested for bacteriological quality. Testing shall be performed by the OWNER at a laboratory certified by the State of Kentucky. Re-chlorinate lines until the required results are obtained.

3.11 PROTECTION AND RESTORATION OF WORK AREA

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- A. General: Return all items and all areas disturbed, directly or indirectly by work under these Specifications, to their original condition or better, as quickly as possible after work is started.
1. The CONTRACTOR shall plan, coordinate, and prosecute the work such that disruption to personal property and business is held to a practical minimum.
 2. All construction areas abutting lawns and yards of residential or commercial property shall be restored promptly. Backfilling of underground facilities, ditches, and disturbed areas shall be accomplished on a daily basis as work is completed. Finishing, dressing, and grassing shall be accomplished immediately thereafter, as a continuous operation within each area being constructed and with emphasis placed on completing each individual yard or business frontage. Care shall be taken to provide positive drainage to avoid ponding or concentration of runoff.
 3. Handwork, including raking and smoothing, shall be required to ensure that the removal of roots, sticks, rocks, and other debris is removed in order to provide a neat and pleasing appearance.
 4. The Transportation Cabinet's engineer shall be authorized to stop all work by the CONTRACTOR when restoration and cleanup are unsatisfactory and to require appropriate remedial measures.
- B. Man-Made Improvements: Protect, or remove and replace with the ENGINEER'S approval, all fences, walkways, mail boxes, pipe lines, drain culverts, power and telephone lines and cables, property pins and other improvements that may be encountered in the Work.
- C. Cultivated Growth: Do not disturb cultivated trees or shrubbery unless approved by the ENGINEER. Any such trees or shrubbery which must be removed shall be heeled in and replanted under the direction of an experienced nurseryman.
- D. Cutting of Trees: Do not cut trees for the performance of the work except as absolutely necessary. Protect trees that remain in the vicinity of the work from damage from equipment. Do not store spoil from excavation against the trunks. Remove excavated material stored over the root system of trees within 30 days to allow proper natural watering of the root system. Repair any damaged tree over 3-inches in diameter, not to be removed, under the direction of an experienced nurseryman. All trees and brush that require removal shall be promptly and completely removed from the work area and disposed of by the CONTRACTOR. No stumps, wood piles, or trash piles will be permitted on the work site.

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- E. Disposal of Rubbish: Dispose of all materials cleared and grubbed during the construction of the Project in accordance with the applicable codes and rules of the appropriate county, state and federal regulatory agencies.

3.12 ABANDONING EXISTING WATER MAINS (Not Used)

- A. All Existing water, sewer, and gas line to be abandoned shall be left in place unless the existing pipelines will be disturbed during road construction.

END OF SECTION

Section 02680

Gas Distribution System

PART 1 GENERAL

1.01 SCOPE

- A. This Section discussed products to be incorporated into natural gas mains and requirements for the installation and use of these items. The Contractor shall perform all labor necessary to fulfill the requirements of these Specifications.
- B. All word shall be in accordance with 49 CFR 102 and applicable American Society for Testing and Material (ASTM), American National Standards Institute (ANSI), American Petroleum Institute (API), and other recognized standards.
- C. The Contractor shall provide natural gas distribution piping, fittings, tapping valves, pressure regulating valves, shutoff valves, safety devices and other items required for a complete system. Any items, either temporary or permanent, that the Owner is not providing shall be provided by Contractor.
- D. The Contractor shall provide transportation and handling of all equipment, materials and products as provided for in Paragraph 1.05 of this Section.

1.02 RELATED SECTIONS

- A. Section 01150 – Measurement and Payment.

1.03 STORAGE AND PROTECTION

- A. Contractor shall provide storage and protection of all equipment, materials and products.
- B. Store all pipes which cannot be distributed along the route. Make arrangements for the use of suitable storage areas.
- C. Stored materials shall be kept safe from damage. The interior of all pipes, fittings and other appurtenances shall be kept from dirt or foreign matter at all times. Valves shall be drained and stored in a manner that will protect them from damage by freezing.
- D. Pipe shall not be stacked higher than the limits recommended by the manufacturer. The bottom section shall be kept off the ground on timbers, rails or concretes. At least two rows of timbers shall be placed between tiers and chocks affixed to each other in order to prevent movement. The timbers shall be big enough to prevent contact between the pipes in adjacent tiers.

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1.04 QUALITY ASSURANCE

- A. Installation of natural gas system components shall be performed by skilled workers experienced in the installation of gas systems employed by and under direct supervision of a licensed utility contractor. Foreman shall meet requirements as prescribed by OSHA requirements as a competent person.
- B. The Contractor shall certify compliance with drug testing requirements of 19CFR Sections 40.192, 193, 195, and 199. In addition, a drug policy agreement, Section 0200 provided by the owner must be submitted by the Contractor with the contract agreement.
- C. Each polyethylene fusion joint operator shall present evidence of qualification to perform fusion joint operations as required by 49 CFR Section 192.285. All jointers shall be competent and experienced in polyethylene joining. They shall have a complete working knowledge of joining equipment and the preliminaries necessary for making ready to joint. They shall also be familiar with the precautions necessary to insure good results with a **maximum of safety**. Jointers shall be qualified by the manufacturer and a copy of this certification shall be furnished to the Owner before the work on the project begins. Prequalification tests shall be required if there is some specific reason to question a jointer's ability or if the jointer is not engaged in a given process of joining for a period of six months or more.
- D. The Contractor shall submit a Operator Qualification Plan that meets or exceeds the owners plan for those tasks that the owner has determined to be covered tasks.
- E. Horizontal Directional Drilling (HDD) operator(s) shall provide certification to the Owner of competency training by the HDD equipment manufacturer.

Part 2 PRODUCTS

2.01 GENERAL

- A. Materials and Equipment:
 - 1. Furnished by Contractor. Except as otherwise specified in Paragraph 2.01, all other materials and equipment required for this contract shall be furnished and paid for by the Contractor.
 - 2. This includes all necessary tapping and inserting machines required for the "hot connection" and the services of manufacturer's representative. If necessary, to instruct the Contractors as the proper installations of the special fittings required to make the "hot connection".

2.02 NATURAL GAS PIPING MATERIALS FOR MAINS

A. Polyethylene (PE) Pipe:

1. All polyethylene pipe shall be manufactured from resin qualifying for a Plastic Pipe Institute Material Designation of PE 3408.
2. All polyethylene pipe shall have a Standard Dimensions Ration (SDR) of 11.
3. All polyethylene pipe shall be YELLOWSTRIPES 8300.
4. All polyethylene pipe shall conform to ASTM D 2513.

2.03 NATURAL GAS SERVICE PIPING

Service piping shall conform to ANSI/ASME 31.9.

2.04 Valves

A. Polyethylene (PE) Valves:

1. All polyethylene (PE) valves shall be manufactured from resin qualifying for a Plastic Pipe Institute material designation of PE 3408.
2. All polyethylene valves shall be butt fusion type of valves.
3. All polyethylene valves shall be **Bastomaz "Polyvalves"** or as appropriate for butt fusion, full opening ball valves compatible with YELLOWSTRIPE 8300 polyethylene pipe as noted in paragraph "Polyethylene Pipe" of subsection "Natural Gas Piping Materials for Mains". Hereinafter.
4. All polyethylene valves shall have stabilizers installed to prevent excessive movement of the valve body during operation. See Polyethylene Valve Stabilizers Details hereinafter.
5. All polyethylene valves shall conform to ANSI/ASME B16.40 and MSS-SP-25.

2.05 VALVE BOXES

- A. Valve boxes shall be two piece telescopic plastic. Diameter of valve box shall not be less than 6-1/4 inches.
- B. Valve boxes shall be Mueller or as approved.

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- C. Valve boxes shall be of sufficient length so that no extensions are needed on the valve box.
 - 1. Should a case arise that requires an extension to be used on a valve box, PVC schedule 40 water pipe shall be used.
 - 2. The extension (PVC Pipe) shall be placed on the bottom of the valve box.
- D. Valve boxes shall be installed plumb and extending above finished grades so that no water will stand around the valve box top.
- E. Valve boxes shall have a concrete collar poured around the top of the box.

2.06 RISERS

- A. Risers on polyethylene lines shall be Central anodeless risers.
 - 1. The transition of the risers shall be of the same material as the polyethylene pipe.
- B. Risers shall be painted according to PAINTING, herein.
- C. Risers shall conform to PFI-E524 and PFI-E831.

2.07 MISCELLANEOUS FITTINGS

- A. Polyethylene Fittings:
 - 1. All polyethylene (PE) fittings shall be manufactured from resin qualifying for a Plastic Pipe Institute material designation of PE 8403.
 - 2. All polyethylene fittings shall be butt fusion type of fittings unless otherwise noted or called for in the plans.
 - 3. All polyethylene fittings shall be of the same material and compatible with the polyethylene pipe if it is not YELLOWSTRIPE 8300.
 - 4. All polyethylene fittings shall be compatible with YELLOWSTRIPE 8300 or as approved.
 - 5. All transition fittings (plastic or steel) shall be factory assembled and as otherwise specified in subsection Natural Gas Piping Materials for Mains,

paragraph "Polyethylene Pipe" hereinabove and Polyethylene Fittings hereinabove.

6. All polyethylene fittings shall conform to MSS-SP-25, ASTM D2613 and ASTM D3350.
 7. Tap tees shall be 2" IPS high volume side wall tension with butt fusion outlet.
 8. Service tees shall be side wall fusion type and include an integrated UMAC excess f... valves in the outlet (residential matters only).
- B. Line Stopper Fittings:
1. All line stopper fittings shall be welded bottom **out.**
 2. Line stoppers shall be capable of totally stopping the flow of gas in the line.
 3. Line stoppers and fittings shall be manufactured by Mueller, T.D. Williams or as approved line stopper fittings.
 4. See subsection Line Stopper Connections, hereinafter.

Part 3 EXECUTION

3.01 GENERAL REQUIREMENTS

- A. Handling and Laying Pipes:
1. Provide and use approved equipment for the safe and convenient handling of pipe, fittings, valves, and other gas piping materials. Unload all piping materials carefully, and lower them carefully into the trenches with suitable equipment in a manner that will prevent damage to the materials and their protective coatings. Do not under any circumstances drop or dump piping materials, either from transportation vehicles, or into trenches.
 2. Pipe shall bear uniformly, firmly and continuously on the trench bottom.
 3. Generally, do not lay pipe in a straight line in the trench. Where possible, lay pipe so that it continuously meanders from one side of the trenches to the other as much as the trench will permit, where narrow trench or other adverse conditions prevent this, provide slack loops in the piping, all as approved to permit free expansion and contraction of the pipe without subjecting it to successive stress.

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4. Each time pipe laying is discontinued, tightly plug all open ends of the last piping laid, and at all times keep all openings in previously laid piping tightly plugged, all as required to prevent entry of water, dirt and other foreign matter.
 5. Polyethylene pipe shall be installed to confirm the ANSI/ASTM D2774 and PPI recommended procedures.
- B. Operating Pressure:
1. All pipe work included in this contract will be operated at the following:
 - a. 80 psig maximum pressure (PE piping)

3.02 SPECIAL REQUIREMENTS FOR POLYETHYLENE PIPING

- A. Polyethylene Joints and Connections:
1. Connections shall be made by butt fusion or sidewall fusion. No socket fusion will be allowed.
 2. Connections to steel piping shall be made with factory assembled transition fittings.
 3. All joints and connections of polyethylene pipe, fittings, and valves shall be made by heat fusion in accordance with the pipe and fitting manufacturer's heat fusion procedures.
 4. Contractor shall submit to the Owners written copy of the fusion procedures that will be used in this contract.
 5. Fusion connections shall conform to ANSI/ASTM D2657.
- B. Polyethylene Pipe Joints:
1. All fusion pipe joining shall be done ONLY by operators qualified to make fusion joints under the procedures given herein.
 2. Contractor shall present written proof to Owner for his files (at construction conference) that pipe fusion operators are qualified under these procedures.
 3. When required by the Owner a sample joint will be removed and sent to an independent testing lab to be destructively tested.

4. If more than three joints or 5% of the joints fail by destructive methods the joiner will not be able to join plastic pipe on this job until sufficient proof that the joiner has requalified, submitted samples of his joints and made satisfactory joints in the presence of Owner.

C. Polyethylene to Steel Connections:

All polyethylene to steel joints shall be made using factory assembled transition fittings. All transition fittings used in the system shall have PE3408 polyethylene pipe on the polyethylene side of the fitting and Schedule 40, beveled end, steel pipe on the steel side of the fitting.

3.04 CONNECTIONS TO EXISTING PIPNG

A. Line Stopper Connections:

1. This type connection shall be used only when the flow of gas between points is to be stopped temporarily to replace a section of piping or associated items (valves, gaskets, fittings, etc.)
2. At the Contractors expense, provide all necessary special fittings shall be welding type suitable for the maximum operating pressures specified hereinbefore, of Mueller, T.D. Williamson, or as approved make. Fittings shall include split tees, line stoppers, purging valves, equalizer connections, plugs, flanges, and other necessary items. Furnish tapping and inserting machines as required to make the connections. Install all special fittings in strict accordance with the manufacturer's recommendations.
3. Once the replacement is made the stoppers shall be removed and the section of piping put back in service.

B. "Hot" Connections of Polyethylene Pipe to Existing Polyethylene Pipe:

1. All connections shall be done ONLY by certified operators and proof of certification shall be submitted to Owner before work is started.
2. Contractor shall maintain continuity of gas service. At Contractors expense, provide all necessary special fitting and equipment of the same pressure ratings as pipe material. All fittings shall be type suitable for the maximum operating pressures specified hereinbefore, or as approved. Furnish tapping and inserting machines and other necessary items as required to make the connections. Install all special fittings in strict accordance with the manufacturer's recommendations.

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3. Follow all safety precautions during “Hot Tapping” operations and have fire control apparatuses handy at all times.

C. “Cold” Connections:

1. Schedule all piping work such that no customer service is disconnected from a source of gas for more than one day.
2. Disregard for the above Section of the Specification will be considered just cause for the Owner to shut down the construction work until such time that the work is adequately scheduled.
3. Open cut installation shall follow the following general sequence.
 - a. Install new piping in trench.
 - b. Test new piping – make repairs and retest as necessary for approval.
 - c. Pressurize new piping, purging all air and explosive mixtures from the piping.
 - d. Disconnect service piping from existing mains and reconnect piping to new main (coordinate this work with the Owner so the customer’s appliances are equipment can be disconnected before outage and **pilots refit** after service is reconnected.)
 - e. Soap test all new connections which were not tested under (b) above.

3.05 SERVICE PIPING AND APPURTENANCES

A. Service Piping:

1. Existing service piping will remain in service to the greatest extent possible.
2. Service piping shall be connected to new polyethylene mains with PE tap tees, polyethylene reducers (where needed) and 3/4” PE pipe as shown on the Drawings.

3.06 VALVE INSTALLATION

A. Setting Valves and Boxes:

1. Install each valve as the pipe laying progress to the valve location, with valve operation **stem plumb** at approximate location indicated but at exact location as approved.
2. Before installing each valve, examine it carefully, see to it that it is in proper working condition, remove all dirt and foreign matter there from, remove

packing grease, repack with proper grease as recommended by manufacture, and turn valve closed and open.

3. Valves shall not be installed in a position to cause any type of strain, stress or unequal pressure on the flanged ends.

3.07 LOWERING EXISTING PIPE

- A. All applicable requirements herein shall apply to lowering existing piping and in addition the following requirements shall apply there to.
- B. For each length of existing piping required to be lowered, proceed generally as follows:
 1. Excavate as required to uncover the pipes for its full lowering length.
 2. Before disturbing pipe, advise the Owner that the pipe is ready for his inspection.
 3. The Owner will inspect all uncovered pipe in its original position, determine the exact lengths of pipe to be lowered and the exact lengths of pipe which shall remain in existing position, and advise the Contractor to proceed accordingly.
 4. Excavate over the pipe and along the side of the pipe as required and lower the pipe, or leave the pipe in the present position, as authorized by the Owner.
 5. Disconnect existing customers' services, and reconnect them to the lowered pipe, as required.
 6. Patch and repair all pipe coating which has been damaged by the excavating and lowering operations, using materials to match the existing coating materials.
 7. Provide all necessary temporary supports for piping during the excavation under the pie, and avoid all unnecessary damage to the pipe coating.
 8. After pipe has been lowered, test all steel pipe coating with an "Electric Holiday Detector".
 9. Finally, obtain Owners approval of lowered pipe, and backfill over all pipe as specified.

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3.08 Miscellaneous Crossings MISCELLANEOUS CROSSINGS

- A. Highway and Road Crossings:
 - 1. State Highway Crossings:
 - a. Do all work on the highway rights-of-way under line supervision of the Highway Department, and in strict accordance with its requirements. **DO NOT UNDER ANY CIRCUMSTANCES PLACE ANY EXCAVATED MATERIALS, CONSTRUCTION MATERIALS, CONSTRUCTION EQUIPMENT, OR OTHER ITEMS ON THE HIGHWAY PAVEMENT.** Arrange all work to avoid all unnecessary inference with highway traffic. As soon as practicable after installation of each gas line across the highway, restore all highway property at the location is at least the condition that existed prior to the beginning or work thereon.
 - b. All areas will be open cut.
 - 2. All other road crossing: Install pipe in accordance with all State, County, and Local requirements as applicable.
- B. Driveway, Parking Lots, and Sidewalk Crossings: All sidewalks, driveways, curb and gutter and parking lots that are concrete or asphalt shall be open cut unless otherwise indicated.
- C. Directional Bores may be used if requested by contractor with no additional payment.

3.09 BACKFILLING

- A. General: Do not backfill over pipes until leakage tests have been approved. Immediately after approval of these tests, backfill the trenches as specified below.
- B. All locations: After the pipe work has been approved, thoroughly hand tamp all backfill into joint holes around and over the pipe work until a six inch cover has been tamped over the tops of the pipes.
- C. Pipe Under Paved Areas, Including Area With Existing Paving and Areas Proposed to Be Paved: From six inches above pipe taps up to paving sub grade backfill only with flowable fill.
- D. Pipe Under Non-Paved Areas: Place all backfill from 8 inches above pipe top up to finished grade by approved methods. Windrow excess excavated material over line

- trenches, and alter sufficient settlement satisfactory to the Owner has occurred, complete the surface dressing, surplus material removal, and surface cleanup.
- E. Pipe Crossing Streets, Roads, Gravel Driveways, and Dirt Driveways: Backfill the trenches and make the crossing unusable by vehicular traffic immediately after laying pipe and obtaining approval thereof, and maintain these crossings usable by vehicular traffic until project acceptance. Do not under any circumstances leave a street or road crossing or a private driveway unusable overnight.
- F. Backfill Materials, Except as Otherwise Specified:
1. Up to 12 inches above tops of pipe; Backfill only with selected earth which is free of rocks, stones, bricks, broken concrete, rubbish, wood, vegetable materials.
 2. From 12 inches above tops of pipes up to finished grade, Backfill with any materials removed from the excavation and suitable for backfill, except of not use of backfill material and pieces of the following materials which are larger than 6 inches in their greatest dimensions: rock, stone, concrete, asphalt paving, or masonry. Dispose of all excavated materials which are not replaced as backfill, as approved.
 3. On paved or concrete surfaces, from 12 inches above top of pipes to bottom of subgrade, backfill with flowable fill.
- G. Final Backfilling Requirements: Refilling smooth off as required all backfill which settles so that all backfill finally conforms to the original ground surfaces, not only at the time of project acceptance, but also for the duration of the guaranteed period. This includes removing and repairing all pavements which may have been damaged by settlement.

3.10 REPLACEMENT OF SHOULDER MATERIALS

- A. All existing crushed stone shoulder surfaces which are disturbed by the gas work shall be restored to the conditions which existed prior to the commencing of this work.
- B. Reuse existing crushed stone materials to the general probable extent and provide additional new materials as required. New crushed stone materials shall conform to applicable state and local specifications. Depth of crush stone shall match that of existing shoulder surfacing.

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3.11 TRENCHING, EXCAVATING, STORING, BRACING AND DEWATERING

- A. Except as otherwise indicated, specified herein, or authorized, make all excavations by open cut.

- B. Excavate trenches to the indicated depth and locations to provide uniform and continuous bearing and support of the pipe on firm undisturbed earth. Where necessary to make joints in the trench, provide ample joint holes in trench to facilitate this. Trench depths shall be as required to provide the specified MINIMUM cover over the top of the pipes; as required to permit pipes to pass under culverts, roads, driveways, existing pipelines, and other obstructions; and as required to accommodate valves and boxes. Trench widths shall be as required for the proper laying and joining of pipes, and the proper placing and compacting of backfill, but in no case shall a trench be more than 24 inches wider than the diameter of the pipe to be laid therein except in dual trench installations. Prepare the final sub grade accurately with hand tools, and in special cases where required cut the trenches entirely by hand. Where excavation is carried below proper subgrade, before laying pipe, bring the trench bottom up to the proper subgrade by backfilling with approved material placed in three inch maximum thickness loose layers, and thoroughly compact each layer as required to provide uniform and continuous bearing and support for the pipe.
 - 1. Where rock is encountered, remove it and prepare the final subgrade with #10 backfill material as specified under Rock Excavation and Blasting hereinafter.

- C. MINIMUM cover over tops of pipes shall be 60 inches within road right-of-way.

- D. IN ALL CASES, THE SPECIFIED MINIMUM COVER OVER PIPES SHALL BE BASED UPON FINAL FINISHED SURFACES, INCLUDING PAVING, IF ANY.

- E. Store and brace trenches and excavations as required to protect personnel adjacent structures, and adjacent property. Where required by the conditions encountered, store and brace trenches and excavations in accordance with Occupational Safety and Health (OSHA) Act of 1970 (PL 91-598), as amended. Contractor shall pay particular attention to the OSHA Part 1928, Subpart P "Excavation, Trenching & Shoring" as described in OSHA 2225.

- F. Provide and maintain in proper working order all necessary dewatering equipment required to remove water from excavations. Where quicksand or other water bearing strata are encountered, install and connect the necessary equipment to remove water in the excavation site until the pipe has been installed properly and will be unaffected by submission.

- G. Do not install any work until excavations are free of water, mud and loose earth. Do not install any work on frozen ground.
- H. Install pipe crossing concrete driveways, asphalt driveways, and other special conditions by open cut. Install pipes crossing dirt or gravel drives by open cut, unless otherwise authorized.
- I. Where the trench bottom at required subgrade is found to be unstable or includes ashes, cinders, or any type of refuse, vegetable or other organic material or large pieces of fragments of inorganic material which in the Owners opinion should be removed, excavate and remove such unsuitable material. Before laying pipe, bring the trench bottom up to proper subgrade by backfilling with approved material placed in three inch maximum thickness loose layers, and thoroughly compact each layer as required to provide uniform and continuous bearing and support for the pipe.

3.12 ROCK EXCAVATION AND BLASTING

- A. Wherever used as the name of an excavated material the term “rock” shall mean any one or more of the following materials which in the Owner’s opinion require for their removal drilling and blasting, wedging, sledging or barring, or breaking up with power operated hand tools, boulders, pieces of concrete, concrete, and masonry, each weighing more than 250 pounds; and solid sledge rock, concrete and masonry, each with more than ½” cubic yard of volume.
- B. There will be no special pay provision for rock excavation in the contract. If rock is encountered it will be considered normal excavation requirements.
- C. Except as otherwise specified in subsection Trenching, Excavating, Storing, Bracing and Dewatering herein, where rock is encountered in pipe trenches, remove all rock from sides of trench to provide at least 8 inch clearance all around pipe, remove all rock from required subgrade, broken concrete rubbish, vegetable materials, or other unapproved materials, to provide uniform and continuous beating for the pipe.
- D. Only in special cases where authorized, due to adverse field conditions where rock is encountered in pipe trenches, remove the rock only as required to clear the pipe at least four inches all around, and lay the pipe with a protective wrapping of “Rock Shield” and backfill with #10 or selected earth which is free of rocks, stones, brick, cinders, broken concrete, rubbish, vegetable materials or other unapproved materials; to provide uniform and continuous bearing for the pipe. Remove all jagged rock edges which could penetrate the “Rock Shield” and puncture the pipe or pipes coating.

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- E. Where blasting is required, conduct all blasting operations only with properly qualified and licensed personnel in accordance with all applicable ordinances and regulations. Cover all blasts with heavy timbers or other approved coverings and use all other safety precautions as required to prevent personal injury and property damage. Repair all damage caused by blasting operators.
 - 1. Recommendations of the IME shall be followed.
 - 2. ANSI/NFPA 485 shall be followed.

3.13 DIRT FOR PIPE BACKING

- A. Where rock or other conditions unsuitable for supporting pipe are encountered, a 6 inch layer of #10 or dirt which is free of rocks, stones, bricks, cinders, broken concrete, rubbish, wood, vegetable materials, and other unsuitable materials shall be placed in the trench to support pipe. A similar 12 inch layer of #10 or dirt shall also be placed over the pipe.
- B. See Backfilling, hereinafter.

3.14 CUTTING AND REPLACING PAVEMENT AND OTHER SPECIAL SURFACES

Restore to at least the conditions which existed before excavation, all surfaces which have been disturbed by the pipeline installation in accordance with State, County, and Local requirements as applicable.

3.15 DIRECTIONAL DRILLING

All existing highways, roads, sidewalks, driveways, curb and gutter and parking lots that are concrete or asphalt can be bored at contractors request with no additional payment unless otherwise indicated.

3.16 CLEANING OF LINES

- A. Internal Cleaning:
 - 1. Prior to meeting: Internally clean all new piping with a suitable pig type cleaner forced by air pressure through the pipe line two or more times until the line is thoroughly cleaned.
 - a. Polyethylene Pipe:
 - i. All pigging shall be performed with a polyurethane or polyethylene non-abrasive type pig.
 - ii. Should a large amount of water be present during pigging the line shall be drilled using a suitable squeeze type pig.

2. Provide a suitable barrier in front of the open ends of the pipe to catch the cleaners and prevent injury to personnel.
3. The line shall be pigged a minimum of three times or until the line is thoroughly cleaned.
4. After pigging the line air shall be forced through the line to ensure all smaller particles and dust are removed.
5. The compressor used in forcing the pig through the line or blowing air through the line shall in no way inject any type of lubricant or any foreign matter into the line.

3.17 TESTING

- A. Furnish approved testing equipment, give Owner ample advance notice of all proposed tasks, and conduct all tests in the Owner's presence in an approved manner.
- B. Pressure Tests:
 1. Test all PE piping with 100 psi air and/or insert gas pressure, measure the test pressure with an accurate recording type pressure gauge with 24 hour chart or electronic recorder.
 2. Test gauge shall show no drop in pressure for 24 hours after the source of test pressure has been disconnected from the pipeline involved in the test and the temperature of the test medium has been shown to equalize.
 3. Locate and repair all leaks which may be disclosed by the tests, and repeat the tests as required for approval.
 4. All charts used in the tests shall be identified with the test chart, section of pipeline involved, test pressure, and Contractors signature.
- C. Deliver to the Owner the original copy of the test chart.
 1. All test charts shall be twelve inch twenty four hour recording charts.
 2. All test gauges shall be a minimum of 4.5 inches in diameter or bigger depending on the accuracy required for the test with a range equal to twice the test pressure.

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3. All tests shall have a gauge at the point where the air or inert gas is being put into the system at the point furthest from the recording chart and one at the point where the recording chart is located.
 4. At no time shall less than two gauges be on any line being tested.
 5. Service lines shall be tested for a period of no less than one hour as directed by the Owner.
 6. Piping shall in no case show any drop in pressure during the test except what may occur due to temperature changes.
 7. It is strongly recommended that once the pipe has been pressurized to the proper pressure that it sit for a period of time to allow pressure and temperature equalization.
 8. Compressors used in pumping the line up shall in no way inject any type of oil, lubricant or any foreign matter into the line.
- D. Liquid Leak Tests (Soap Test):
1. All above ground fittings, equipment, gauges, piping and joints shall be tested with a suitable liquid leak detection solution before any paint or coating is applied.
 2. The test shall show no sign of any leaks (bubbling).
 3. The test results shall be noted.

3.18 PURGING

- A. New Lines: before placing in service, purge all new lines with gas to remove all air and explosive materials, using proper safety precautions.
 1. Purging gas will be furnished by the Owner. Do not waste gas unnecessarily.
- B. Existing piping: Before temporarily or permanently taking existing piping out of service, purge all piping with air to remove all gas and explosive mixtures using proper safety precautions.

3.19 CLEAN UP

- A. Clean up the work areas as the work progresses. Negligence to proper cleaning up which causes undue inconvenience to citizens, or presents an unsightly or dangerous condition, or causes embarrassments to civic officials will be sufficient reason; for rejection of construction estimates until the unsatisfactory conditions have been remedied.
- B. After all work is complete make a final clean up of all areas where work has been done..

3.20 FIRE PREVENTION

- A. At all times during the work under this contract, maintain suitable approved fire extinguishing equipment near the locations where work is in progress, and especially in the vicinity of “hot connection” and purging operation.
- B. Use every possible safety precaution to prevent fire and explosions, and comply with all applicable safety and fire prevention codes.
- C. Portable the extinguishing equipment shall conform to national Fire Protection Associations Standard Section 10.
- D. The storage and use of flammable and explosive liquids, solids and devices shall be in accordance with the applicable section of the National Fire Protection Association Codes, Standards and Recommended Practices.
- E. Section 1 of the NFPA standards shall be followed at all times.

3.21 EXISTING UTILITIES

- A. At all times maintain in a minimum of one foot of clearance between gas piping and all other underground utilities.
- B. To the greatest extent possible maintain a minimum clearance of three to five feet between proposed piping and existing utilities.
- C. Coordinate all work with other utility personnel to assist them in maintaining service to their customers.

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3.22 CONSTRUCTION PERSONNEL

- A. All persons performing fusion welds on polyethylene pipe shall be certified, meeting all training requirements.
- B. Backhoe operators shall include on qualified operator with a rubber tired backhoe with all equipment and supplies necessary to perform excavation and backfill operations.
- C. Foreman shall include one qualified construction crew foreman capable of handling and supervising all types of construction personnel.
- D. Laborer shall include one laborer capable of performing the various duties expectant from a laborer in pipe laying operations.

END OF SECTION

SECTION 02725
Manhole Grade Adjusting Ring

PART 1 GENERAL

1.1 SCOPE

This specification defines the material required for the adjustment of all manholes, catch basins or other underground utility structures to final elevation as shown on the project drawings.

1.2 WORK REQUIRED

Grade adjustment rings meeting the requirements of this section shall be used to adjust and support the frame and cover or grate to the specified final elevation on all manholes, or other utility structures.

1.3 SYSTEM DESCRIPTION

- A. Design Requirements – The grade adjustment rings shall be designed to allow final adjustment of the frame and cover or grate to the grade established by the ENGINEER on the project drawings. The rings shall also be designed to accommodate flat or sloping surfaces to within ¼” (one quarter inch) to ½” (one half inch) of the specified final elevation. The grade adjustment system shall have a minimum 50 (fifty) year design life.
- B. Performance Requirements – The grade adjustment rings shall be capable of supporting the minimum requirements of ASSHTO H-25 and HS-25, be UV stable and be resistant to chemicals and corrosion commonly associated with the sanitary and storm sewer environments.

1.4 SUBMITTALS

- A. Test Report – A test report from an approved third party testing agency showing the grade adjustment rings meet the minimum requirements of ASSHTO H-25 and HS-25.
- B. Certification – The manufacturer of the grade adjustment rings shall provide certification to the ENGINEER stating that the product meets the design life and material requirements of this specification.

PART 2 PRODUCTS

2.1 MANHOLE GRADE ADJUSTMENT RING

Manhole grade adjustment rings shall consist of a variety of heights (thicknesses), diameters and shapes all conforming to the following requirements:

- A. Grade Adjustment Ring – The grade adjustment rings shall be manufactured from ARPRO Expanded Polypropylene (EPP), black, 5000 series meeting ASTM D3575. The rings shall be manufactured using a high compression molding process to produce a finished density of 120 g/l (7.5 pcf).
- B. “Grade” adjustment rings may contain either an upper and lower keyway (tongue and groove) for vertical alignment and/or an adhesive trench on the underside with a flat top.

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Manhole Grade Adjusting Ring

- C. “Finish” or “Flat” rings may either have a keyway (groove) on the underside for vertical alignment and/or an adhesive trench with a flat upper surface. These rings shall be available in heights (thicknesses) which will allow final adjustment of the frame and cover or grate to within ¼” (one quarter inch) to ½” (one half inch) of the specified final elevation.

“Finish” rings may also have a keyway on the upper surface of the inner diameter to facilitate installation of an “Angle” ring.

- D. “Angle” rings may either have an upper and lower keyway (tongue and groove) for vertical alignment and/or an adhesive trench on the underside. When required, the “Angle” ring or rings shall allow final adjustment of the frame and cover or grate to within ¼” (one quarter inch) to ½” (one half inch) of the specified final elevation.
- E. Acceptable Manufacturer – PRO-RING by Cretex Specialty Products or approved equal.

2.2 EQUIPMENT

The Contractor shall have the required tools and equipment necessary to facilitate proper installation of the grade adjustment rings.

2.3 ADHESIVE/SEALANT

- A. Any adhesive or sealant used for watertight installation of the manhole grade adjustment rings shall be M-1 Structural Adhesive/Sealant or equal meeting the following specifications:

ASTM C-920, Type S, Grade NS, Class 25, Uses NT, T, M, G, A and O

Federal Specification TT-S-00230-C Type II, Class A

Corps of Engineers CRD-C-541, Type II, Class A

Canadian Standards Board CAN 19, 13-M82

AAMA 802.3-08 Type II, AAMA 803.3-08 Type I and AAMA 805.2-08 Group C

- B. Other adhesives or sealants may only be used with engineers or owner’s written authorization.

2.04 REPAIR MORTAR

Repair mortar shall be a one component, quick set, high strength, non-shrink; polymer modified cementitious patching mortar, which has been formulated for vertical or overhead use meeting the requirements of ASTM C-109 for Compressive Strength, C-348 and C-78 for Flexural Strength and C-882 for Slant Shear Bond Strength. Repair mortar shall not contain any chlorines, gypsums, plasters, iron particles, aluminum powder or gas-forming agents nor shall it promote the corrosion of any steel that it may come in contact with.

2.05 CEMENTITIOUS GROUT

Cementitious grout shall be a premixed, non-metallic, high strength, non-shrink grout which

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Manhole Grade Adjusting Ring

meets the requirements of ASTM C-191 and C-827 as well as CRD-C-588 and C-621. When mixed to a mortar or “plastic” consistency, it shall have minimum one day and 28 day compressive strength of 6,000 and 9,000 psi, respectively.

PART 3 INSTALLATION

3.1 INSTALLATION

- A. Installation and surface preparation shall be in accordance with the manufacturer’s instructions.
- B. The joint between the first grade ring and top of the manhole, catch basin or utility structure shall be sealed using an adhesive/sealant meeting the requirements of Section 2.03.
- C. If the top of the manhole, catch basin or utility structure is not level or is irregular, then a non-shrink repair mortar meeting the requirements of Section 2.04 or non-shrink cementitious grout meeting the requirements of Section 2.05 shall be used. A bed of the specified mortar or grout shall be placed on the top surface of the utility structure and then the first grade ring shall be embedded and leveled into the bed of material.
- D. The remaining joints between all manhole adjustment rings and the frame and cover or grate shall be sealed using an adhesive/sealant meeting the requirements of Section 2.03.
- E. No other materials shall be used in the construction of the grade adjustment area beyond those specified above. Prohibited materials include, but not limited to wood or wood shims of any kind concrete, brick, block, stones, etc.
- F. The use of any head shrinkable chimney seals shall not be permitted.

END OF SECTION

SECTION 02730
Sewers and Accessories

PART 1 GENERAL

1.01 SCOPE

- A. This Section describes products to be incorporated into sewers and accessories and requirements for the installation and use of these items. Furnish all products and perform all labor necessary to fulfill the requirements of these Specifications.
- B. General: Supply all products and perform all work in accordance with applicable American Society for Testing and Material (ASTM), American Water Works Association (AWWA), American National Standards Institute (ANSI), or other recognized standards. Latest revisions of all standards are applicable.

1.02 QUALIFICATIONS

If requested by the ENGINEER, submit evidence that manufacturers have consistently produced products of satisfactory quality and performance for a period of at least five (5) years.

1.03 SUBMITTALS

Complete shop drawings and engineering data, including shop drawings, shall be submitted to the ENGINEER in accordance with these Specifications.

1.04 TRANSPORTATION AND HANDLING

- A. Unloading: Furnish equipment and facilities for unloading, handling, distributing and storing pipe, fittings, valves and accessories. Make equipment available at all times for use in unloading. Do not drop or dump materials. Any materials dropped or dumped will be subject to rejection without additional justification.
- B. Handling: Handle pipe, fittings, valves and accessories carefully to prevent shock or damage. Handle pipe by rolling on skids, forklift, or front loader. Do not use material damaged in handling.

1.05 STORAGE AND PROTECTION

- A. Store all pipe which cannot be distributed along the route. Make arrangements for the use of suitable storage areas.
- B. Stored materials shall be kept safe from damage. The interior of all pipe, fittings and other appurtenances shall be kept free from dirt or foreign matter at all times. Valves shall be drained and stored in a manner that will protect them from damage by freezing.
- C. Pipe shall not be stacked higher than the limits recommended by the manufacturer. The bottom tier shall be kept off the ground on timbers, rails or concrete. Pipe in

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Sewers and Accessories

tiers shall be alternated: bell, plain end; bell, plain end. At least two rows of timbers shall be placed between tiers and chocks, affixed to each other in order to prevent movement. The timbers shall be large enough to prevent contact between the pipe in adjacent tiers.

- D. Store joint gaskets in a cool location, out of direct sunlight. Gaskets shall not come in contact with petroleum products. Gaskets shall be used on a first-in, first-out basis.

1.07 QUALITY ASSURANCE

- A. Product manufacturers shall provide the ENGINEER with written certification that all products furnished comply with all applicable provisions of these Specifications.
- B. If ordered by the ENGINEER, each pipe manufacturer shall furnish the services of a competent factory representative to supervise and/or inspect the installation of pipe. This service will be furnished for a minimum of five days during initial pipe installation.

PART 2 PRODUCTS

2.01 PIPING MATERIALS

- A. Ductile Iron Pipe (DIP)
 - 1. In general, ductile iron pipe shall be used where the gravity sewers cross streams, highways and railroads, and other applications as shown on the Drawings. All pipe, except specials, shall be furnished in nominal lengths of 18 to 20 feet.
 - 2. Ductile iron pipe shall be manufactured in accordance with AWWA C151. All pipe, except specials, shall be furnished in nominal lengths of 18 to 20 feet. Sizes will be as shown on the Drawings. All pipe shall have a minimum pressure rating as indicated in the following table, and corresponding minimum wall thickness, unless otherwise specified or shown on the Drawings:

Pipe Sizes (inches)	Pressure Class (psi)
4 - 12	350
14 - 18	350
20	300
24	250
30 - 54	200
60 - 64	200

3. Pipe and fittings shall be cement lined in accordance with AWWA C104. Pipe and fittings shall be furnished with a bituminous outside coating.
4. Fittings shall be ductile iron and shall conform to AWWA C110 or AWWA C153 with a minimum rated working pressure of 150 psi.
5. Joints
 - a. Unless shown or specified otherwise, joints shall be push-on or restrained joint type for pipe and standard mechanical, push-on or restrained joints for fittings. Joints shall conform to AWWA C111. Flanged joints shall conform to AWWA C115.
6. Provide the appropriate gaskets for joints. Gaskets for flange joints shall be made of 1/8-inch thick, cloth reinforced rubber; gaskets may be ring type or full face type.
7. Provide the necessary bolts for mechanical, restrained and flange connections. Bolts for flange connections shall be steel with American Regular unfinished square or hexagon heads. Nuts shall be steel with American Standard Regular hexagonal dimensions, all as specified in ANSI B17.2. All bolts and nuts shall be threaded in accordance with ANSI B1.1, Coarse Thread Series, Class 2A and 2B fit. Mechanical joint glands shall be ductile iron.
8. Wall Sleeves and Wall Pipes
 - a. Where piping passes through concrete structures, furnish and install wall sleeves unless wall pipes other provisions are specifically shown on the Drawings. Wall sleeves shall be accurately located and securely fastened into position before concrete is poured.
 - b. Wall Sleeves
 - (1) For pipe sizes smaller than 3-inches, wall sleeves shall be steel oversize sleeves furnished with a full circle, integral or continuously welded waterstop collar. The sleeve seal shall be the mechanically expanded, synthetic rubber type. Provide all associated bolts, seals and seal fittings, pressure clamps or plates necessary to achieve a watertight installation. Sleeves shall extend the full thickness of the concrete. Sleeves and seal shall be equal to Link Seal.
 - (2) For larger pipe sizes, wall sleeves shall be statically cast iron mechanical joint wall sleeves. Unless specified or shown otherwise for a specific situation, wall sleeves shall be MJ bell-plain end type with waterstop collar. The waterstop collar shall be capable of withstanding a thrust force caused by a 250 psi dead end load from either direction on that size pipe. Sleeves shall be installed with studs and gland on the air side of the concrete structure. Where the concrete structure is exposed to dirt on one side and is wet on the other side, install with studs and glands on

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the dirt side. Pipe passing through the sleeve shall extend no more than 3 feet beyond the structure without a piping joint. Wall sleeves shall be equal to American A-10771.

b. Wall Pipes

(1) Wall pipes shall be either statically cast iron with integral waterstop collar or centrifugally cast ductile iron with a continuously welded waterstop collar. The waterstop collar shall be capable of withstanding a thrust force caused by a 250 psi dead end load from either direction on that size pipe. Wall pipes shall be furnished uncoated on the outside and cement lined on the inside. Unless specified or shown otherwise for a specific situation, wall pipes shall be flange-flange type.

(2) Wall pipes shall be cast and/or fabricated and lined in one manufacturer's facilities and delivered to the job site ready for use.

9. Acceptance: Acceptance will be on the basis of the ENGINEER's inspection and the manufacturer's written certification that the pipe was manufactured and tested in accordance with the applicable standards.

B. Polyvinyl Chloride Sewer Pipe and Pipe Joints:

1. Polyvinyl chloride (PVC) sewer pipe furnished and installed on this project shall be in conformance with the requirements of ASTM Specification D3034 for SDR26 pipe. Laying lengths shall be regular commercial lengths not to exceed thirteen (13) feet.

2. All PVC pipe shipped to the project shall bear the mark of an approved testing laboratory showing that such pipe was tested and approved by the testing laboratory at the site of the manufacturer's plant. Testing of PVC pipe shall conform to ASTM D3034. Certified test reports shall be furnished to the Engineer.

3. The jointing material furnished and installed on this Project for use on PVC sewer pipe shall be flexible, elastomeric type, push-on joints conforming to the requirements of ASTM D-3212. These joints shall be field assembled in conformance with the manufacturer's recommendation.

2.02 MANHOLES AND PRECAST CONCRETE PRODUCTS

A. Provide manholes and other precast concrete products in accordance with the following:

1. Precast Concrete Sections

a. Precast concrete sections shall meet the requirements of ASTM C 478. The minimum compressive strength of the concrete in precast sections shall be 4,000 psi.

b. The minimum wall thickness shall be one-twelfth of the inside diameter of the base, riser or the largest cone diameter. Additionally, the wall

thickness shall be sufficient for the proper installation of the rubber boots. Wall thickness shall be as shown on the Drawings.

- c. Transition slabs which convert bases larger than four feet in diameter to four foot diameter risers shall be designed by the manhole manufacturer to carry the live and dead loads exerted on the slab.
- d. Seal joints between precast sections by means of rubber O-ring gaskets or flexible butyl rubber sealant. Butyl rubber sealants shall meet the requirements of AASHTO M-198. Sealant shall be pre-formed type with a minimum nominal diameter of 1-inch. Butyl rubber sealant shall be equal to Kent Seal No. 2 or Concrete Sealants CS202.
- e. Precast sections shall be manufactured such that the spigot end is at the top of each section.

2. Iron Castings

- a. Cast iron manhole frames, covers and steps shall meet the requirements of ASTM A 48 for Class 30 gray iron and all applicable local standards. All castings shall be tough, close grained, smooth and free from blow holes, blisters, shrinkage, strains, cracks, cold shots and other imperfections. No casting will be accepted which weighs less than 95 percent of the design weight. Shop drawings must indicate the design weight and provide sufficient dimensions to permit checking. All castings shall be thoroughly cleaned in the shop and given two coats of approved bituminous paint before rusting begins.
- b. Manhole frames and covers shall be equal to the following:

Type	Design Weight
Non Traffic	300#
Traffic	425#

- c. All frames and covers shall have machined horizontal bearing surfaces.
- d. All manholes shall have standard frames and covers except where specifically shown otherwise on the Drawings.

3. Plastic Steps: Manhole steps of polypropylene molded around a steel rod equal to products of M.A. Industries may be used.

4. Rubber Boots: Provide preformed rubber boots and fasteners equal to those manufactured by Kor-N-Seal or Press Seal Gasket Corporation.

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2.03 CONCRETE

Concrete shall have a compressive strength of not less than 3000 psi, with not less than 5.5 bags of cement per cubic yard and a slump between 3 and 5-inches. For job mixed concrete, submit the concrete mix design for approval by the ENGINEER. Ready-mixed concrete shall be mixed and transported in accordance with ASTM C 94. Reinforcing steel shall conform to the requirements of ASTM A 615, Grade 60.

PART 3 EXECUTION

3.01 EXISTING UTILITIES AND OBSTRUCTIONS

- A. The Drawings indicate utilities or obstructions that are known to exist according to the best information available to the OWNER. The CONTRACTOR shall call the all utilities, agencies or departments that own and/or operate utilities in the vicinity of the construction work site, at least 72 hours (three business days) prior to construction, to verify the location of the existing utilities.
- B. Existing Utility Location: The following steps shall be exercised to avoid interruption of existing utility service.
 - 1. Provide the required notice to the utility owners and allow them to locate their facilities according to Kentucky law. Field utility locations are valid for only ten days after original notice. The CONTRACTOR shall ensure, at the time of any excavation, that a valid utility location exists at the point of excavation.
 - 2. Expose the facility to verify its true location and grade for a distance of at least 200 feet in advance of pipeline construction to verify its true location and grade. Repair, or have repaired, any damage to utilities resulting from locating or exposing their true location.
 - 3. Avoid utility damage and interruption by protecting it with means or methods recommended by the utility OWNER.
 - 4. Maintain a log identifying when phone calls were made, who was called, area for which utility relocation was requested and work order number issued, if any. The CONTRACTOR shall provide the ENGINEER an updated copy of the log bi-weekly, or more frequently if required.
- C. Conflict with Existing Utilities
 - 1. Horizontal Conflict: Horizontal conflict shall be defined as when the actual horizontal separation between a utility, main, or service and the proposed water main does not permit safe installation of the sewer by the use of sheeting, shoring, tying-back, supporting, or temporarily suspending service of the parallel or crossing facility. The CONTRACTOR may change the proposed alignment of the sewer to avoid horizontal conflicts if the new alignment remains within the available right-of-way or easement and complies with

regulatory agency requirements after a written request to and subsequent approval by the ENGINEER. Where such relocation of the sewer is not approved by the ENGINEER, the CONTRACTOR shall arrange to have the utility, main, or service relocated.

2. Vertical Conflict: Vertical conflict shall be defined as when the actual vertical separation between a utility, main, or service and the proposed sewer does not permit the crossing without immediate or potential future damage to the utility, main, service, or the sewer. The CONTRACTOR may change the proposed grade of the sewer to avoid vertical conflicts if the changed grade provides minimum required capacity, maintains adequate cover and complies with regulatory agencies requirements, after written request to and subsequent approval by the ENGINEER. Where such relocation of the sewer is not approved by the ENGINEER, the CONTRACTOR shall arrange to have the utility, main, or service relocated.
- D. Electronic Locator: Have available at all times an electronic pipe locator and a magnetic locator, in good working order, to aid in locating existing pipe lines or other obstructions.
- E. Water and Sewer Separation
1. Sewers should maintain a minimum 10 foot edge-to-edge separation from water mains. If the sanitary sewer cannot be installed in prescribed easement on right-of-way and provide the 10 foot separation, the separation, the separation may be reduced, provided the water main is a minimum 18 inches above top of sewer. Where the sewer crosses a water main, an 18-inch vertical separation shall be maintained where possible. Where possible, a full joint of sewer pipe shall be centered over the water main. Any deviation shall be requested in writing to the ENGINEER.
 2. Where the sewer crosses over a water main, the water main shall be encased in concrete to the first joint in each direction.
 3. No water main shall be permitted to pass through or come in contact with any part of a manhole.

3.02 PIPE DISTRIBUTION

- A. Pipe shall be distributed and placed in such a manner that will not interfere with traffic.
- B. No pipe shall be strung further along the route than 1,000 feet beyond the area in which the CONTRACTOR is actually working without written permission from the OWNER. The OWNER reserves the right to reduce this distance to a maximum distance of 200 feet in residential and commercial areas based on the effects of the distribution to the adjacent property owners.

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- C. No street or roadway may be closed for unloading of pipe without first obtaining permission from the proper authorities. The CONTRACTOR shall furnish and maintain proper warning signs and obstruction lights for the protection of traffic along highways, streets and roadways upon which pipe is distributed.
- D. No distributed pipe shall be placed inside drainage ditches.
- E. Distributed pipe shall be placed as far as possible from the roadway pavement, but no closer than five feet from the roadway pavement, as measured edge-to-edge.

3.03 LOCATION AND GRADE

- A. The Drawings show the alignment and grade of the sewer and the position of manholes and other appurtenances. The slope shown on the profile and/or called for in the Specifications is the slope of the invert of the pipe.
- B. From the information on the Drawings and the survey points found on the Project site, the CONTRACTOR shall perform all surveys necessary for the establishment of the horizontal and vertical alignment of the sewer.
- C. Reference Points
 - 1. The CONTRACTOR shall take all precautions necessary, which includes, but is not necessarily limited to, installing reference points, in order to protect and preserve the centerline or baseline established by the ENGINEER.
 - 2. Reference points shall be placed, at or no more than three feet, from the outside of the construction easement or right-of-way. The location of the reference points shall be recorded in a log with a copy provided to the ENGINEER for use prior to his verifying reference point locations. Distances between reference points and the manhole centerlines shall be accurately measured to the nearest 0.01 foot.
 - 3. The CONTRACTOR shall give the ENGINEER reasonable notice that reference points are set. The reference point locations must be verified by the ENGINEER prior to commencing clearing and grubbing operations.
- D. After the ENGINEER locates and marks the manhole centerlines or baselines of the sewer, the CONTRACTOR shall perform clearing and grubbing.
- E. Construction shall begin at the low end of the sewer and proceed upstream without interruption. Multiple construction sites shall not be permitted without written authorization from the ENGINEER for each site. As a minimum, cut sheets between construction sites shall be submitted and approved before multiple construction sites will be permitted.
- F. The CONTRACTOR shall be responsible for any damage done to reference points, base lines, center lines and temporary bench marks, and shall be responsible for the

cost of re-establishment of reference points, base lines, center lines and temporary bench marks as a result of the operations.

3.04 LAYING AND JOINTING PIPE AND ACCESSORIES

- A. Lay all pipe and fittings to accurately conform to the lines and grades established by the ENGINEER.
- B. Pipe Installation
 - 1. Proper implements, tools and facilities shall be provided for the safe performance of the Work. All pipe, fittings and valves shall be lowered carefully into the trench by means of slings, ropes or other suitable tools or equipment in such a manner as to prevent damage to sewer materials and protective coatings and linings. Under no circumstances shall sewer materials be dropped or dumped into the trench.
 - 2. All pipe, fittings, valves and other appurtenances shall be examined carefully for damage and other defects immediately before installation. Defective materials shall be marked and held for inspection by the ENGINEER, who may prescribe corrective repairs or reject the materials.
 - 3. All lumps, blisters and excess coating shall be removed from the socket and plain ends of each pipe, and the outside of the plain end and the inside of the bell shall be wiped clean and dry and free from dirt, sand, grit or any foreign materials before the pipe is laid. No pipe which contains dirt shall be laid.
 - 4. Foreign material shall be prevented from entering the pipe while it is being placed in the trench. No debris, tools, clothing or other materials shall be placed in the pipe at any time.
 - 5. As each length of pipe is placed in the trench, the joint shall be assembled and the pipe brought to correct line and grade. The pipe shall be secured in place with approved backfill material.
 - 6. It is common practice to lay pipe with the bells facing the direction in which work is progressing, however, it is not mandatory.
 - 7. Applying pressure to the top of the pipe, such as with a backhoe bucket, to lower the pipe to the proper elevation or grade shall not be permitted.
- C. Alignment and Gradient
 - 1. Lay pipe straight in alignment and gradient or follow true curves, where shown on the Drawings, as nearly as practicable. Do not deflect any joint more than the maximum deflection recommended by the manufacturer.
 - 2. Maintain a transit, level and accessories on the job to lay out angles and ensure that deflection allowances are not exceeded.

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3. The CONTRACTOR shall check the invert elevation at each manhole and the pipe invert elevation at least three times daily, start, mid-day and end of day. Elevations shall be checked more frequently if more than 100 feet of pipe is installed in a day or if the pipe is being constructed at minimum slope.
 4. The CONTRACTOR shall check the horizontal alignment of the sewer at the same schedule as for invert elevations.
- D. Expediting of Work: Excavate, lay the pipe, and backfill as closely together as possible. Do not leave unjointed pipe in the trench overnight. Backfill and compact the trench as soon as possible after laying and jointing is completed. Cover the exposed end of the installed pipe each day at the close of work and at all other times when work is not in progress. If necessary to backfill over the end of an uncompleted pipe or accessory, close the end with a suitable plug, either push-on, mechanical joint, restrained joint or as approved by the ENGINEER.
- E. Joint Assembly
1. Push-on, mechanical, flange and restrained type joints shall be assembled in accordance with the manufacturer's recommendations.
 2. Each restrained joint shall be inspected by the CONTRACTOR to ensure that it has been "homed" 100 percent.
 3. The CONTRACTOR shall internally inspect each pipe joint to insure proper assembly for pipe 24-inches in diameter and larger after the pipe has been brought to final alignment.
- F. Cutting Pipe
1. Cut ductile iron pipe using an abrasive wheel saw.
 2. Cut PVC pipe using a suitable saw.
 3. Remove all burrs and smooth the end before jointing.
 4. The CONTRACTOR shall cut the pipe and bevel the end, as necessary, to provide the correct length of pipe necessary for installing the fittings, valves, accessories and closure pieces in the correct location. Only push-on or mechanical joint pipe shall be cut.

3.05 MANHOLE AND PRECAST CONCRETE PRODUCT CONSTRUCTION

- A. Construct manholes as shown on the Drawings.
- B. Precast Concrete: Handle sections carefully to prevent cracking or chipping. Provide uniform bedding of the bottom section to prevent uneven loading. Install gaskets and joint sealants in accordance with manufacturer's recommendations to produce a watertight structure.

- C. Pipe Tee: Place, joint, and properly backfill the pipe tee prior to placing any riser sections. Meet all requirements for precast manholes.
- D. Pipe Connections for HDPE Pipe: Install the manhole entry pieces as follows:
 - 1. Do not cut the smoothwall manhole entry piece. Instead, cut the spigot end off of standard quarter, half or full length pipe so that the manhole entry piece is properly positioned in the manhole wall.
 - 2. Prepare the field cut end so that a standard sealing ring can be installed for a watertight joint in accordance with manufacturer's recommendations.
 - 3. Connect rubber boot to the manhole entry piece and to the manhole wall using fasteners recommended by the boot manufacturer.
- E. Pipe Connections: All pipes shall be connected to precast concrete manholes by a rubber boot provided in a cored or precast hole of the proper diameter.
 - 1. Pipe 36-Inch Diameter and Less: Connect pipe to manhole utilizing rubber boots.
 - 2. Pipe 42-Inch Diameter and Larger: Construct manhole collars as shown on the Drawings after the pipe has been sealed into the manhole. Forms may be used in lieu of brick sidewalls upon written approval of the ENGINEER.
 - 3. If preformed openings must be enlarged or altered, or if new openings must be made in the field, minimize the amount of material removed to provide closely matched surfaces for grouting.
- F. Inverts: Form channels as shown on the Drawings, rounded, and troweled smooth. Maintain consistent grade through the invert.
- G. Top Elevations: Build manholes outside of paved areas flush with finished grade unless otherwise shown on the Drawings or directed by the ENGINEER. Build manholes in paved areas to proposed highway grades. Contractor shall verify the finished grade on the new pavement.
- H. Drop Connections: Manholes requiring drop connections are shown on the Drawings. Construct drop connections of the same materials as the upstream sewer and in accordance with the details shown on the Drawings.
- I. Frames and Covers: Unless frame and cover is at grade, the frame shall be cast into the cone section.
- J. Seal all manhole joints and lift holes, both inside and out, with grout. Between precast sections, this is in addition to joint sealant.

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- K. **Invert Elevations:** The invert elevations shown on the Drawings shall be for the invert at the centerline of the precast concrete manhole. Prior to setting the laser or other vertical alignment control system for the sewer upstream of the manhole, the CONTRACTOR shall verify the elevation of the sewer installed at the manhole. Should the elevation differ from that shown on the Drawings, the CONTRACTOR shall take the following corrective action:
1. If the sewer is laid at negative grade, the CONTRACTOR shall remove and reinstall the sewer at the correct grade at no additional cost to the OWNER.
 2. If the sewer is laid at a grade less than that shown on the Drawings, thus reducing the sewer's capacity, the OWNER may require the sewer to be removed and relaid at the correct grade at no additional cost to the OWNER. As a minimum, the grade to the next upstream manhole shall be adjusted such that the next upstream manhole shall be set at the correct elevation.
 3. If the sewer is laid at a grade greater than that shown on the Drawings, and if the CONTRACTOR can show that there are no conflicts with upstream existing utilities or obstructions, the CONTRACTOR shall adjust the grade of the next upstream manhole such that the next upstream manhole shall be set at the correct elevation. If such an adjustment, in the ENGINEER's opinion, is substantial, the grade adjustment shall be spread over multiple sections of the sewer. If such an adjustment, in the OWNER's opinion, significantly reduces the sewer's capacity, the OWNER may require the CONTRACTOR to remove and relay that portion of the sewer laid at the improper grade.
- L. Manholes shall be constructed such that their walls are plumb.

3.06 THRUST RESTRAINT

- A. Provide restraint at all points where hydraulic thrust may develop.
- B. **Retainer Glands:** Provide retainer glands and all associated fittings, valves and related piping. Retainer glands shall be installed in accordance with the manufacturer's recommendations, particularly, the required torque of the set screws. The CONTRACTOR shall furnish a torque wrench to verify the torque on all set screws which do not have inherent torque indicators.
- C. **Harnessing:** Provide harness rods only where specifically shown on the Drawings or directed by the ENGINEER. Harness rods shall be manufactured in accordance with ASTM A 36 and shall have an allowable tensile stress of no less than 22,000 psi. Harness rods shall be hot dip galvanized or field coated with bitumastic before backfilling. Where possible, harness rods shall be installed through the mechanical joint bolt holes. Where it is not possible, provide 90 degree bend eye bolts. Eye bolts shall be of the same diameter as specified in AWWA C111 for that pipe size. The eye shall be welded closed. Where eye bolts are used in conjunction with harness rods, an appropriate size washer shall be utilized with a nut on each end of the harness rod. Eye bolts shall be of the same material and coating as the harness rods.

D. Concrete Blocking

1. Provide concrete blocking for all other bends, tees, valves, and other points where thrust may develop, except where other means of thrust restraint are specifically shown on the Drawings.
 2. Form and pour concrete blocking at fittings as shown on the Drawings and as directed by the ENGINEER. Pour blocking against undisturbed earth. Increase dimensions when required by over excavation.
- E. Thrust Collars: Collars shall be constructed as shown on the Drawings. Concrete and reinforcing steel shall meet the requirements specified in Article 2.03 of this Section. The welded-on collar shall be attached to the pipe by the pipe manufacturer.

3.07 CONCRETE COLLARS

Construct collars as shown on the Drawings.

3.08 INSPECTION AND TESTING

- A. Clean and test lines before requesting final acceptance. Where any obstruction is met, clean the sewers by means of rods, swabs, or other instruments. When requested by the ENGINEER, flush out lines and manholes before final inspection.
- B. Gravity Sewers: Pipe lines shall be straight and show a uniform grade between manholes. Correct any discrepancies discovered during inspection.
1. Infiltration Tests: Use only when groundwater is two feet above the top of the pipe.
 - a. Install suitable weirs in manholes selected by the ENGINEER to determine the leakage of ground water into the sewer. The maximum length of line for each infiltration test shall be 5,000 feet. Measure leakage only when all visible leaks have been repaired and the ground water is two feet above the top of the pipe. If leakage in any section of the sewer line exceeds 100 gpd/inch diameter/mile, locate and repair leaks. Repair methods must be approved by the ENGINEER. After repairs are completed, re-test for leakage.
 - b. Furnish, install, and remove the necessary weirs, plugs, and bulkheads required to perform the leakage tests. Where continuous monitoring of flow level is required, the OWNER will provide and operate monitoring equipment.
 2. Exfiltration Tests: Choose one of the following when groundwater is not two feet above the top of the pipe.

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- a. Hydrostatic Test
 - (1) Test pipe between manholes with a minimum of 10 feet hydrostatic pressure, measured at the center of the pipe at the upstream manhole.
 - (2) The ends of the pipe in the test section shall be closed with suitable watertight bulkheads. Inserted into the top of each bulkhead shall be a 2-inch pipe nipple with an elbow. At the upper end of the test section, a 12-inch riser pipe shall be connected to the 2-inch nipple. The test section of pipe shall be filled through the pipe connection in the lower bulkhead which shall be fitted with a valve, until all air is exhausted and until water overflows the riser pipe at the upper end. Water may be introduced into the pipe 24 hours prior to the test period to allow complete saturation. House service lines, if installed, shall also be fitted with suitable bulkheads having provisions for the release of air while the test section is being filled with water.
 - (3) During the test period, which shall extend over a period of two hours, water shall be introduced into the riser pipe from measured containers at such intervals as are necessary to maintain the water level at the top of the riser pipe. The total volume of water added during the test period shall not exceed that specified for infiltration.
- b. Low-Pressure Air Test
 - (1) Prior to air testing, the section of sewer between manholes shall be thoroughly cleaned and wetted. Immediately after cleaning or while the pipe is water soaked, the sewer shall be tested with low-pressure air. At the CONTRACTOR's option, sewers may be tested in lengths between manholes or in short sections (25 feet or less) using inflatable balls pulled through the line from manhole to manhole. Air shall be slowly supplied to the plugged sewer section until internal air pressure reaches approximately 4.0 psi. After this pressure is reached and the pressure allowed to stabilize (approximately two to five minutes), the pressure may be reduced to 3.5 psi before starting the test. If a 1.0 psi drop does not occur within the test time, then the line has passed the test. If the pressure drops more than 1.0 psi during the test time, the line is presumed to have failed the test, and the CONTRACTOR will be required to locate the failure, make necessary repairs, and retest the line. Minimum test time for various pipe sizes, in accordance with ASTM C 828 is as follows:

Nominal Pipe Size, inches	T (Time Min/100) Feet
6	0.7
8	1.2
10	1.5
12	1.8
15	2.1
18	2.4
21	3.0
24	3.6
27	4.2
30	4.8
33	5.4
36	6.0
39	6.6
42	7.3
48	8.6
54	9.8

- (2) Required test equipment, including inflatable balls, braces, air hose, air source, timer, rotameter as applicable, cut-off valves, pressure reducing valve, 0-15 psi pressure gauge, 0-5 psi pressure gauge with gradations in 0.1 psi and accuracy of \pm two percent, shall be provided by the CONTRACTOR. Testing equipment shall be equal to Cherne Air-Loc Testing Systems.
- (3) The CONTRACTOR shall keep records of all tests made. Copy of such records will be given to the ENGINEER or the OWNER. Such records shall show date, line number and stations, operator, and such other pertinent information as required by the ENGINEER.
- (4) The CONTRACTOR is cautioned to observe proper safety precautions in performance of the air testing. It is imperative that plugs be properly secured and that care be exercised in their removal. Every precaution shall be taken to avoid the possibility of over-pressurizing the sewer line.

4. Deflection Test

- a. Test PVC gravity sewer for excessive deflection by passing a mandrel through the pipe. Deflection of the pipe shall not exceed the following:

Nominal Pipe Diameter	Maximum Allowable Deflection
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≤ 12-inches	5%
15 to 30-inches	4%
> 30-inches	3%

- b. The mandrel size shall be based upon the maximum possible inside diameter for the type of pipe being tested, taking into account the allowable manufacturing tolerances of the pipe. The mandrel shall have an odd number of legs, or vanes, with a quantity of such equal to or greater than nine. The legs of the mandrel shall be permanently attached to the mandrel. A mandrel with variable sizes shall not be allowed. The mandrel shall be constructed of steel aluminum or other material approved by the ENGINEER, and shall have sufficient rigidity so the legs of the mandrel will not deform when pulling through a pipe. The mandrel dimensions shall be checked by the ENGINEER before use by the CONTRACTOR.
- c. Excavate and install properly any section of pipe not passing this test. Re-test until results are satisfactory.
- d. This test shall be performed within the first 30 days of installation and during final inspection, at the completion of this contract.

5. CCTV Inspection

- a. The television camera used for the inspection shall be one specifically designed and constructed for such inspection. Lighting for the camera shall be suitable to allow a clear color picture of the entire periphery of the pipe. The camera shall be capable of a “360°” viewing area. Backup camera shall be available on the project site. The camera shall be operative in 100% humidity conditions. The camera, television monitor, and other components of the video system shall be capable of producing picture quality to the satisfaction of the OWNER’S Representative; and if unsatisfactory, equipment shall be removed and no payment will be made for an unsatisfactory inspection.
- b. After cleaning, the manhole sections shall be visually inspected by means of closed-circuit television. The inspection will be done one manhole section at a time and the flow in the section being inspected will be suitably controlled as specified.
- c. The camera shall be moved through the line in either direction at a moderate rate, stopping when necessary to permit proper documentation of the sewer’s condition. In no case will the television camera be pulled at a speed greater than 30 feet per minute. Manual winches, power winches, TV cable, and powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer

conditions shall be used to move the camera through the sewer line. If, during the inspection operation, the television camera will not pass through the entire manhole section, the Contractor shall set up his equipment so that the inspection can be performed from the opposite manhole.

- d. When manually operated winches are used to pull the television camera through the line, telephones or other suitable means of communication shall be set up between the two manholes of the section being inspected to insure good communications between members of the crew.
- e. The importance of accurate distance measurements is emphasized. Measurement for location of defects shall be above ground by means of a meter device. Marking on the cable, or the line which would require interpolation for depth of manhole, will not be allowed. Accuracy of the distance meter shall be checked by use of a walking meter, roll-a-tape, or other suitable device, and the accuracy shall be satisfactory to the OWNER'S Representative.
- f. Documentation of the television results shall be as follows:

Television Inspection Logs: Printed location records shall be kept by the Contractor and will clearly show the location in relation to an adjacent manhole of each infiltration point observed during inspection. In addition, other points of significance such as locations of building sewers, unusual conditions, roots, storm sewer connections, broken pipe, presence of scale and corrosion, and other discernible features will be recorded and a copy of such records will be supplied to the OWNER.

Photographs: Instant developing, 35mm computer imaging, or other standard-size photographs of the television picture of problems shall be taken by the Contractor upon request of the OWNER'S Representative, as long as such photographing does not interfere with the Contractor's operations.

Videotape Recordings: The purpose of tape recording shall be to supply a visual and audio record that no defects exist in the sewer lines installed by the contractor. Videotape recording playback shall be at the same speed that it was recorded. Slow motion or stop-motion playback features may be supplied at the option of the Contractor. The CD shall remain with the Contractor; however, the OWNER will be supplied with all of the CD's at the completion of the project. The Contractor shall have all CD's and necessary playback equipment readily accessible for review by the OWNER during the project. The tapes will be provided by the Contractor to the OWNER prior to final acceptance of the Work.

- C. Manhole: Manholes shall be vacuum tested after installation and after backfilling, with all connections in place. The vacuum test shall include testing of the seal between the cast iron frame and the concrete cone, slab or grade rings. Test equipment for manholes shall be top mounted.

A vacuum of 10 inches of mercury shall be drawn on the manhole. The manhole shall be considered to pass the vacuum test if it holds at least 9 inches of mercury for the following time durations:

<u>Manhole Depth</u>	<u>4 ft. Dia.</u>	<u>5 ft. Dia.</u>	<u>6 ft. Dia.</u>
20 feet or less	1	2	3
20.1 to 30 feet	2	3	4

If a manhole fails the vacuum test, it shall be repaired and retested.

3.09 PROTECTION AND RESTORATION OF WORK AREA

- A. General: Return all items and all areas disturbed, directly or indirectly by work under these Specifications, to their original condition or better, as quickly as possible after work is started.
 - 1. The CONTRACTOR shall plan, coordinate, and prosecute the work such that disruption to personal property and business is held to a practical minimum.
 - 2. All construction areas abutting lawns and yards of residential or commercial property shall be restored promptly. Backfilling of underground facilities, ditches, and disturbed areas shall be accomplished on a daily basis as work is completed. Finishing, dressing, and grassing shall be accomplished immediately thereafter, as a continuous operation within each area being constructed and with emphasis placed on completing each individual yard or business frontage. Care shall be taken to provide positive drainage to avoid ponding or concentration of runoff.
 - 3. Handwork, including raking and smoothing, shall be required to ensure that the removal of roots, sticks, rocks, and other debris is removed in order to provide a neat and pleasing appearance.
 - 4. The Department of Transportation's ENGINEER shall be authorized to stop all work by the CONTRACTOR when restoration and cleanup are unsatisfactory and to require appropriate remedial measures.
- B. Man-Made Improvements: Protect, or remove and replace with the ENGINEER's approval, all fences, walkways, mail boxes, pipe lines, drain culverts, power and telephone lines and cables, property pins and other improvements that may be encountered in the work.
- C. Cultivated Growth: Do not disturb cultivated trees or shrubbery unless approved by the ENGINEER. Any such trees or shrubbery which must be removed shall be heeled in and replanted under the direction of an experienced nurseryman.
- D. Cutting of Trees: Do not cut trees for the performance of the work except as absolutely necessary. Protect trees that remain in the vicinity of the work from

damage from equipment. Do not store spoil from excavation against the trunks. Remove excavated material stored over the root system of trees within 30 days to allow proper natural watering of the root system. Repair any damaged tree over 3-inches in diameter, not to be removed, under the direction of an experienced nurseryman. All trees and brush that require removal shall be promptly and completely removed from the work area and disposed of by the CONTRACTOR. No stumps, wood piles, or trash piles will be permitted on the work site.

- E. Disposal of Rubbish: Dispose of all materials cleared and grubbed during the construction of the project in accordance with the applicable codes and rules of the appropriate county, state and federal regulatory agencies.

END OF SECTION

SECTION 02762
Sanitary Sewer Inspection

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Closed-circuit television inspection of existing lines to locate the existing services line connections.

PART 2 PRODUCTS

2.01 TELEVISION INSPECTION EQUIPMENT

- A. The television camera used for the inspection shall be one specifically designed and constructed for such inspection. Lighting for the camera shall be suitable to allow a clear color picture of the entire periphery of the pipe. The camera shall be capable of a "360°" viewing area. Backup camera shall be available on the project site. The camera shall be operative in 100% humidity conditions. The camera, television monitor, and other components of the video system shall be capable of producing picture quality to the satisfaction of the OWNER'S Representative; and if unsatisfactory, equipment shall be removed and no payment will be made for an unsatisfactory inspection.

PART 3 EXECUTION

3.01 CLEANING

- A. The only cleaning required is to allow television inspection of the sanitary sewer lines.

3.02 SEWER FLOW CONTROL

- A. When sewer line depth of flow at the upstream manhole of the manhole section being worked is above the maximum allowable for testing, television inspection, or pipe lining; the flow shall be reduced to the level shown below by operation of pump stations, plugging or blocking of the flow, or by pumping and bypassing of the flow as specified.
- B. Depth of flow shall not exceed that shown below for the respective pipe sizes as measured in manhole when performing television inspection.

1.	<u>Maximum Depth of Flow</u>	<u>Television Inspection</u>
	6" – 10" Pipe	20% of pipe diameter
	12" – 24" Pipe	25 % of pipe diameter
	27" and up Pipe	30 % of pipe diameter

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Sanitary Sewer Cleaning and Inspection

- C. **Plugging of Blocking:** A sewer line plug shall be inserted into the line upstream of the section being worked. The plug shall be so designed that all or any portion of the sewage can be released. During TV inspection, testing and sealing operations, flow shall be reduced to within the limits specified above. After the work as been completed, flow shall be restored to normal.
- D. **Pumping and Bypassing:** When pumping and bypassing is required the Contractor shall supply the pumps, conduits, and other equipment to divert the flow of sewage around the manhole section in which work is to be performed. The bypass system shall be of sufficient capacity to handle existing flow plus additional flow that may occur during a rainstorm. The Contractor will be responsible for furnishing the necessary labor and supervision to set up and operate the pumping and bypassing system. If pumping is required on a 24-hour basis, engines shall be equipped in a manner to keep noise to a minimum. Discharge from the bypass pump system shall only be allowed into a sanitary sewer manhole.
- E. **Flow Control Precautions:** When flow in a sewer line is plugged, blocked, or bypassed; sufficient precautions must be taken to protect the sewer lines from damage that might result from sewer surcharging. Further, precautions must be taken to insure that sewer flow control operations do not cause flooding or damage to public or private property being served by the sewers involved.

3.03 TELEVISION INSPECTION

- A. The manhole sections shall be visually inspected by means of closed-circuit television. The inspection will be done one manhole section at a time and the flow in the section being inspected will be suitably controlled as specified (see Article Sewer Flow Control).
- B. The camera shall be moved through the line in either direction at a moderate rate, stopping when necessary to permit proper documentation of the sewer's condition. In no case will the television camera be pulled at a speed greater than 30 feet per minute. Manual winches, power winches, TV cable, and powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions shall be used to move the camera through the sewer line. If, during the inspection operation, the television camera will not pass through the entire manhole section, the Contractor shall set up his equipment so that the inspection can be performed from the opposite manhole.
- C. When manually operated winches are used to pull the television camera through the line, telephones or other suitable means of communication shall be set up between the two manholes of the section being inspected to insure good communications between members of the crew.
- D. The importance of accurate distance measurements is emphasized. Measurement for location of defects shall be above ground by means of a meter device. Marking on the cable, or the line which would require interpolation for depth of manhole, will not be allowed. Accuracy of the distance meter shall be checked by use of a walking

meter, roll-a-tape, or other suitable device, and the accuracy shall be satisfactory to the OWNER'S Representative.

E. Documentation of the television results shall be as follows:

1. Television Inspection Logs: Printed location records shall be kept by the Contractor and will clearly show the location in relation to an adjacent manhole of each infiltration point observed during inspection. In addition, other points of significance such as locations of building sewers, unusual conditions, roots, storm sewer connections, broken pipe, presence of scale and corrosion, and other discernible features will be recorded and a copy of such records will be supplied to the OWNER.
2. Photographs: Instant developing, 35mm computer imaging, or other standard-size photographs of the television picture of problems shall be taken by the Contractor upon request of the OWNER'S Representative, as long as such photographing does not interfere with the Contractor's operations.
3. Videotape Recordings: The purpose of tape recording shall be to supply a visual and audio record that no defects exist in the sewer lines installed by the contractor. Videotape recording playback shall be at the same speed that it was recorded. Slow motion or stop-motion playback features may be supplied at the option of the Contractor. The CD shall remain with the Contractor; however, the OWNER will be supplied with all of the CD's at the completion of the project. The Contractor shall have all CD's and necessary playback equipment readily accessible for review by the OWNER during the project. The tapes will be provided by the Contractor to the OWNER prior to final acceptance of the Work.

END OF SECTION

SECTION 02767
Sewer Flow Control

PART 1 GENERAL

- A. Sewer flow control may be required to conduct the sewer line replacement, television inspection, sewer line testing, and sewer line sealing operations effectively. In general, flow control will be required when sewer line flows are more than 1/3 of the pipe diameter.

PART 2 PRODUCTS

Not Required.

PART 3 EXECUTION

3.01 PLUGGING OR BLOCKING

- A. Insert a sewer line plug into the line at a manhole upstream from the line segment that is to be inspected, tested, and sealed. The plug shall be designed so that a portion of the sewage flow can be released. During the inspection portion of the operation, shut off or substantially reduce flows so that the pipe can be properly inspected. During the sewer line testing and/or sealing, restore flows to normal, or to not more than 1/3 of the pipe diameter.

3.02 BYPASS PUMPING

- A. When bypass pumping is required to ensure the completion of the replacement, inspection, testing, and sealing work, furnish pumping equipment, conduit, etc. Conduct pumping operations from manhole to manhole, and discharge no flow on the surface or in natural waterways.

3.03 LIABILITY

- A. The Contractor shall be responsible for damages to private or public property that may result from his sewer flow control operations.

END OF SECTION

SECTION 02933 Seeding

PART 1 GENERAL

1.1 SCOPE

- A. The work covered by this section shall include the establishment of all ground cover including areas to be seeded and sodded. This work shall include the supply of all materials, labor, superintendence and maintenance as outlined in these specifications.
- B. The part of the site not covered by roads, walks, building, etc. shall be seeded according to these specifications. The areas to be sodded shall include a three foot strip immediately adjacent to all roads, walks, and structures, etc.
- C. Before final acceptance of the work, the CONTRACTOR shall satisfactorily clean all areas within the limits of his operations including the street surfaces, walks, gutters, fences, lawns, private property and structures, leaving them in as neat, clean and usable condition as originally found. He shall remove all machinery, tools, surplus materials, temporary buildings and other structures from the site of work. He shall so remove all organic matter and materials containing organic matter from all areas and places used by him during construction. All sewers, manholes, inlets, etc., shall be cleared of all scaffolding, sedimentation, debris, rubbish and dirt.

Where the CONTRACTOR's operations have resulted in filling existing ditches, clogging existing culverts, damaging existing bridges, ground surfaces, sidewalks, driveways, etc., the Contract shall reditch, clean culverts, repair or replace bridges, ground surfaces, sidewalks, driveways, etc., so as to return them to a condition as good as or better than existed prior to the beginning of his operations.

The CONTRACTOR's cleanup operations, which include repair, restoration or replacement of ground surfaces and existing improvements and the removal of rock, shall be performed continuously during the construction operations.

Following installation of the pipeline, "rough cleanup" work shall be performed. This shall consist of grading the trench to create a neat, low mound of backfill material and disposing of any excavated material, rubbish, etc. Crushed stone shall be added to driveways where necessary and fences repaired to the satisfaction of the property owners. After trenches have had adequate time to settle, final grade work and seeding shall be performed.

Rough Grade Work and Cleanup (Rough Cleanup) shall be defined to include the final backfill and windrowing of the ditch line, filling and leveling street and

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Seeding

driveway cuts, cleaning up and removal of rubbish, repair of fences and structures, and any other such work that may be required to result in a neat, orderly project area. Rough Cleanup shall be performed as other construction progresses and must be completed immediately after the adjacent pipeline construction.

Rough Cleanup is not a separate pay item. The cost for this work shall be included in the unit bid price for waterlines. If Rough Cleanup is not performed as specified, the OWNER will require deductions from partial payment estimates.

Final cleanup, grade work and seeding shall be performed on each line when backfilled trenches have had adequate time to settle, but at least within 2 months from the date each line is constructed. Final grade work and seeding on Kentucky Bureau of Highways rights-of-way shall be done in accordance with said Bureau's specifications and the permit granted to the OWNER specifically for this project.

Where work was performed on private property in lawns, earth of good quality, free from rock shall be spread over the disturbed area and graded and compacted to match adjacent ground contours. The graded area shall be hand raked until smooth and free from rock, potholes, and humps. The disturbed area shall then be seeded with the seed variety used on the original lawn (e.g., a bluegrass lawn shall be reseeded with bluegrass seed) and the seed raked in lightly. The seeded area shall be fertilized and then uniformly covered with straw to a depth of approximately 1-1/2 inches.

Where work was performed on private property and not in lawns the trench line shall be graded and filled if necessary to match adjacent contours. All rock larger than 1-1/2" in diameter shall be removed from the disturbed area. In general, pasture and fallow land shall be fertilized and seeded with Kentucky 31 Fescue and plowed fields shall be left unseeded, however, the desire of each property owner shall govern regarding seeding.

In all cases on private property the rate of seed and fertilizer application shall be that recommended by the University of Kentucky Cooperative Extension Service for new plantings of the variety of grass seed used.

If the trench line settles following final grade work or if grass seed fails to germinate within a reasonable time, the CONTRACTOR shall regrade or reseed the area in question as specified above and as directed by the ENGINEER.

The OWNER reserves the right to require the CONTRACTOR to obtain a signed Release from each property owner affected by the work. Said Release shall indicate that the property owner is satisfied with the restoration of his land. However, the execution of such a release shall not relieve the CONTRACTOR from any of his

contractual obligations or other claims that may arise at a later date. The widths of construction easements obtained by the OWNER from property owners is normally 20 feet and the CONTRACTOR shall confine his activities to the area within the limits of the easements unless specific permission is obtained by the CONTRACTOR from property owners.

PART 2 PRODUCTS

2.1 LIME

- A. Agriculture lime shall be spread over the entire area to be planted at an average rate of one (1) ton per acre. One tillage operation shall incorporate both the lime and the fertilizer into the soil to a depth of four inches (4").

2.2 FERTILIZER

- A. Two fertilizer materials shall be applied to all areas to be seeded. The first shall be complete commercial fertilizer with 1:2:2 ratio of nitrogen, phosphorus, and potassium. Eight hundred pounds (800 lbs) per acre of a 6-12-12 fertilizer, or equivalent amount of another 1:2:2 ratio fertilizer shall be used.
- B. In addition to a complete fertilizer, a slowly available nitrogen fertilizer shall be applied. Two hundred fifty pounds (250 lbs.) per acre of area formaldehyde (38-0-0) shall be used.
- C. Both fertilizer materials shall be free flowing and suitable for application with approved equipment. Each material shall conform to State fertilizer laws. Bagged fertilizer shall be delivered in sealed standard containers and shall bear the name, trademark, and warranty of the producer. The fertilizers shall be incorporated into the surface four inches (4") by tillage.

2.3 SEED

- A. Grass seed shall be fresh, clean and new crop seed composed of the following varieties mixed in the proportion by weight as shown and shall be certified as to varietal purity. All seed shall be mixed by a dealer furnished in sealed standard containers, and tagged with the dealer's guaranteed statement of composition of mixture and percentage of purity and germination. All areas disturbed by construction activity shall be seeded within the following blend at a rate of two hundred pounds (200 lbs.) per acre (4.6 pounds per 1000 square feet).

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- B. The quality of seed shall conform to or exceed the minimum requirement for seed quality of the Kentucky Seed Improvement Association and shall meet or exceed the following standards for purity and germination:

Variety	Min% Purity/Germ	Wt.%	Seeding Rate Pounds Per Acre
Kentucky Bluegrass-Kenblue	98/80	20	40
Creeping Red Fescue-Pennlawn	98/85	70	140
Perennial Ryegrass	95/90	10	20

2.4 MULCH

- A. Mulch for hydroseeding shall be natural wood cellulose fiber or wood pulp which disperses readily in water and which has no toxic effect when combined with seed or other materials. It shall be a commercially available product made for use in spray applicators. Wood cellulose mulch shall be applied at a rate of 1000 lbs. per acre when work is done in the spring or fall season as defined below and 1500 pounds per acre when work is done during summer months.

2.5 SOD

- A. Sod shall be bluegrass sod strongly rooted and free of pernicious weeds. It shall be a uniform thickness of not more than 1 1/2" and shall have not less than 3/4" of soil. All sod shall be grown on a commercial turf farm and no pasture sod shall be acceptable. The source of the sod must be approved by the Engineer before it is cut for delivery.

PART 3 EXECUTION

3.1 PLANTING SEASON

- A. The normal seasonal dates for seeding mixtures containing Kentucky Bluegrass or tall fescue shall be August 15 to October 15 and from the time the soil is workable in the spring to May 1. Seeding of a specified grass variety at times other than the normal seasonal dates must be approved by the ENGINEER. Seeding shall not be done during windy weather or when the ground is excessively wet, frozen or otherwise untiltable.

3.2 SOIL PREPARATION

- A. All areas shall be graded to surface drain as shown on the plans. The lime and fertilizer shall be applied at the rates specified above and tilled into the surface 4

inches with approved tillage equipment to provide a reasonably firm, but friable seedbed.

- B. All areas to be seeded or sodded shall meet the specified grades, and be free of any weed or undesirable plant growth or debris.
- C. Lime and fertilizer for all areas shall be applied at the rate specified and incorporated into the top four inches by approved tillage equipment. The seed and wood cellulose mulch shall then be mixed with adequate water to produce a slurry and then applied uniformly with a hydroseeder at the rates specified above. Any area inadequately covered shall be redone as directed by the ENGINEER.

3.3 MAINTENANCE OF SEEDED AREAS:

- A. The CONTRACTOR shall maintain seeded areas until they have been mowed two times and then he shall repair eroded areas one time after the second mowing. Each mowing shall be when the grass is about four inches (4") high and cut back to about 2 1/2". After the second mowing, the CONTRACTOR shall notify the ENGINEER that he is ready to repair erosion damage so that an inspection can be scheduled when the erosion repair work is complete. Once the erosion areas have been filled with topsoil, fertilized, seeded and mulched and the work has been inspected and approved by the ENGINEER, the work under this section is complete. Any further erosion repair work necessary will be treated as an extra and shall be done only when authorized by the ENGINEER.

3.4 CARE DURING CONSTRUCTION

- A. The CONTRACTOR shall be responsible for repair to turf areas damaged by his equipment or men until all work is accepted. Temporary haul roads and storage areas shall be tilled to depth of four inches (4") and fertilized, seeded and mulched as specified above.

END OF SECTION

SECTION 02957 Erosion Control and Stabilization

PART 1 GENERAL

1.1 SUMMARY

- A. This Section includes provisions for erosion control and stabilization.

PART 2 PRODUCTS

2.1 EROSION CONTROL

- A. All drainage paths and swales to be cut, graded and seeded prior to any utilities trenching.
- B. All drainage paths and excavated areas to be mulched upon completion of seeding. Straw bales to be staked perpendicular to flow in bottom of swale every 100 feet along drainage swale route. Straw bales to remain in swale route until a substantial growth of grass has been established. Straw bales to be staked around all inlet rims where swale lines are excavated to route storm water flow into inlet.
- C. Erosion control requires immediate seeding and mulching of any stripped and unvegetated areas, including unpaved right-of-ways.

2.2 SEEDING

- A. A leguminous inoculated seed mixture shall be used for all seed areas. Class of seeding as follows:

- 1. Mixture A: shall be used for all drainage paths, swales, side slopes, and all other areas where existing lawn is disturbed during construction.

Seed mixture shall be as follows:

2 lbs./1000 sq. ft. - Chewings Fescue
2 lbs./1000 sq. ft. - Kentucky Bluegrass
2 lbs./1000 sq. ft. - Perennial Rye

Seed shall be sown at a rate of 6 lbs. per 1000 sq. ft. of area.

- 2. Mixture B: shall be for all areas disturbed by excavation and re-grading as seasonal or temporary cover in bare areas.

Seed mixture shall be as follows:

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1 lb./1000 sq. ft. - Perennial Rye
1 lb./1000 sq. ft. - Annual Rye

Seed shall be sown at a rate of 4 lbs. per 1000 sq. ft. of area.

3. Mixture C: shall be used for all lake or pond banks.

Seed mixture shall be as follows:

20% Perennial Ryegrass
15% Kentucky Bluegrass
15% Creeping Red Fescue
50% Nutri-Kote plus Apron fungicide seed coating.

Seed shall be sown at a rate of 5 lbs. per 1000 sq. ft. of area.

2.3 FERTILIZER

- A. Apply a minimum of 600 lbs. of 12-12-12 fertilizer per acre.

2.4 MULCH

- A. Mulch shall consist of clean, seed-free threshed straw of wheat, rye, oats, or barley. Mulch to be spread uniformly to form a continuous blanket not less than 1.5 inches loose measurement over "Mixture A" and "Mixture C" seeded areas.
- B. The mulch shall be held in place by being mechanically crimped into the soil, tackified with a bio-degradable tackifier, or netted and stapled to the soil with a photo-degradable or bio-degradable netting. The mulch should be applied at a minimum rate of 1500 lbs. per acre.

2.5 STRAW TACKIFIER - MULCH TACKIFIER

- A. The tackifier shall be a naturally derived product from all organic sources resulting in a strong resilient muciloid, non-bitumen M-Binder. The product can be used in a hydro-seeder with both 100% Virgin Wood Fiber or Paper Wood Cellulose mulch and can be sprayed on 100% Wheat Straw Mulch for stabilization from the wind. Application rates vary between 60-140 lbs. per acre depending upon the existing conditions. The product shall be packed in 40 lbs. fiber bags.

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Technical Specifications:

Protein Content	1.62
Ash Content	2.7
Fiber	4.0
pH of 1% Solution	6.8
Settleable Solids	5.0

- B. Erosion control requires immediate seeding and mulching of any stripped and un-vegetated areas, including unpaved right-of-ways.

PART 3 (NOT USED)

END OF SECTION

SECTION 03310 FLOWABLE FILL CONCRETE

PART 1 GENERAL

1.1 DESCRIPTION

Flowable fill is a low strength mixture of portland cement, sand, Class F fly ash, and water. It is proportioned to flow under and around the pipe requiring no compaction and little or no finishing. Flowable fill may be used by the CONTRACTOR as backfill material for pipe. When using flowable fill with aluminum pipe, an approved means of separation must be provided, such as bituminous coating.

PART 2 PRODUCT

2.2 MATERIALS

Ingredient materials shall meet the requirements specified in the following sections of the Standard Specifications:

Portland Cement, Type I	801
Sand	804
Fly Ash, Class F	844
Water	803

The flowable fill shall be initially mixed in the following proportions per cubic yard:

Cement (Minimum)	40 lbs.
Fly Ash	300 lbs.
Sand (SSD)	3000 lbs.
Water (Maximum)	550 lbs.

To expedite settlement of the flowable fill it will be necessary for bleed water to appear on the surface within 5 to 10 minutes after placement. A delay in bleeding indicates there are too many fines in the mixture or insufficient water. If the maximum water was added, the fly ash quantity shall be reduced in increments of 50 lbs. until mixture is bleeding freely. Approximately 60 lbs. of sand shall be added to replace each 50 lbs. increment of fly ash to maintain the original yield. The flowable fill is too dry when cracks develop as it flows into place.

A set of test cylinders shall be cast for each 300 cubic yards of flowable fill. Cylinders

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shall not be rodded, but the sides of the mold shall be tapped lightly after each layer. The test cylinders should be allowed to bleed for about 30 minutes, refilled, and then covered with a sheet of tough durable impervious plastic. Secure the plastic in place around the mold, within one inch of the top, with a rubber band or string prior to covering with wet burlap. Remove the burlap after 24 hours and cure at 60E F to 90E F, in the shade, until 28 days old. Then remove the plastic covering and mold and perform compressive strength test. The average of the 28 days compressive strength tests is expected to be approximately 50 PSI.

PART 3 EXECUTION

3.3 CONSTRUCTION

Flowable fill shall be delivered in a revolving drum truck mixer conforming to Section 601 to insure that the mixture is in suspension when placed. Agitation is required during transportation and waiting time. Subsidence may occur if the mixture is not agitated. Normally, a trench can be backfilled directly from the truck chute or a pump may be used.

The flowable fill may extend from the top of the compacted bedding to the bottom of the pavement structure. Flowable fill shall be a minimum of 2 hours of age prior to the addition and compaction of any material above it.

When flowable fill is used, the CONTRACTOR may reduce the trench width to a minimum of 6 inches clear on each side of the pipe. Standing water in the trench does not have to be pumped out before backfilling with flowable fill.

Certain types of pipe may float, therefore backfilling may have to be done in lifts or else the pipe will need to be anchored. Backfilling in lifts is generally more applicable to long lines of pipe, allowing time for a substantial amount of the water to dissipate prior to applying the next lift. Anchors can be made of small lumber, metal straps, and must be adequately spaced. For larger diameter pipe, it may be possible to maintain a surge of flowable fill on top of the pipe to help prevent floating. Generally floating is not a problem after the level of the backfill is above the springline of the pipe. The CONTRACTOR is responsible to take whatever action is necessary to insure that the pipe remains in the correct horizontal position and at the specified elevation.

END OF SECTION

Standard Sanitary Sewer Bid Item Descriptions

S BYPASS PUMPING This item shall include all labor, equipment, and materials needed to complete a bypass pumping and/or hauling operation for diversion of sewage during sanitary sewer construction. Examples of such operations when bypass pumping and/or hauling may be necessary is during force main tie-ins, manhole invert reconstruction, insertion of new manholes into existing mains, or other similar construction. There may be more than one bypass pumping/hauling operation on a project. This item shall be paid for each separate bypass pumping/hauling operation occurrence as called out on the plans or directed by the engineer and actually performed. There will be no separate bid items defined for length, duration, or volume of sewage pumped or hauled in each occurrence. If a bypass pumping/hauling operation is called out on the plans; but, conditions are such that the bypass pumping/hauling operation is not needed or utilized, no payment will be made under this item. The contractor shall draw his own conclusions as to what labor, equipment, and materials may be needed for each bypass pumping/hauling occurrence. The contractor should be prepared to handle the maximum volume of the sewer being bypassed, even during a storm event. This item shall not be paid separately, but shall be considered incidental, when bypass pumping and/or hauling is needed during cast-in-place-pipe (CIPP) and/or point repair operations. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA).

S CIPP LATERAL SERVICE INVESTIGATION This item shall include all equipment, materials, labor and incidentals necessary to enter the sewer in compliance with all safety/confined space requirements and perform the identification, assessment and pre-measurement of all existing and abandoned laterals for the placement of Cured-In-Place-Pipe lining. This item shall be in payment for all lateral service investigation for all sewer segments to be lined as a part of this contract. This bid item shall include bypass pumping when required. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. Payment for this item shall be LUMP SUM (LS).

S CIPP LATERAL REINSTATEMENT This item is to pay for installing a Cured-In-Place-Pipe liner in service laterals and service/mainline connections to stabilize structural defects and construction inadequacies. This bid item shall include all labor, equipment, materials and incidentals necessary to perform the service lateral reinstatement in accordance with the plans and specifications. Work under this item shall include bypass pumping, sewer flow control, pre-installation cleaning, sealing connections to existing sewer main, pre- and post- construction CCTV inspection and final testing of the CIPP system. This item shall also include the "top hat" required by the specifications. All CIPP lateral reinstatements shall be paid under this item regardless of the size or length of reinstatement. No separate bid items of varying sizes or length of CIPP lateral reinstatement will be provided in the contract. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. Payment for this item shall be EACH (EA) for each CIPP lateral reinstatement complete and ready for use.

S CIPP LINER This bid Item is to pay for rehabilitation of existing sanitary sewers using the Cured-In-Place-Pipe method. This bid item description applies to all CIPP sizes included in the contract.

All CIPP Liner items of all varying sizes shall include all labor, materials, customer notification, testing, necessary permits, ingress and egress procedures, bypass pumping, pre-construction video, sediment and root removal, dewatering, traffic control, erosion and sediment control, excavation pits, removal and replacement of manhole frames and covers as necessary to facilitate the lining work, sealing at manholes and service connections, clearing and grubbing, pipeline cleaning, re-cleaning and video inspection as many times as necessary, debris collection and disposal, root removal, pre- and post-construction video inspection, all digital inspection footage, final report preparation and approval, the cost of potable water from the Owner, required compliance tests, site restoration, site cleanup, sealing of liner at manholes, acceptance testing and all other rehabilitation work and incidentals not included under other pay items necessary to complete the rehabilitation per the plans and specifications. There will be no separate payment for acceptance testing of the lined pipe; but shall be considered incidental to this item. Pay under this item shall be by each size bid in the contract. Pay measurement shall be from center of manhole to center of manhole. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid LINEAR FEET (LF).

S CIPP PROTRUDING LATERAL REMOVAL This item includes all equipment, materials, labor and incidentals necessary to enter the sewer in compliance with all safety/confined space requirements, remove a sufficient amount of the protruding tap to insure a proper and safe Cured-In-Place-Pipe lining insertion and perform pre-installation CCTV. This bid item shall include bypass pumping when required. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. Payment for this item shall be EACH (EA) for each protruding lateral removed.

S CONCRETE PIPE ANCHOR This item shall be constructed on the sewer pipe at the locations shown on the plans in accordance with sanitary sewer specifications and standard drawings. Payment for concrete anchors will be made at the contract unit price each in place complete and ready for use. Each concrete anchor of sewer pipe or force main shall be paid under one bid item per contract regardless of the sizes of carrier pipe being anchored in the contract. No separate bid items will be established for size variations. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

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

S ENCASEMENT CONCRETE Includes all labor, equipment, excavation, concrete, reinforcing

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

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

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

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

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

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

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

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

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

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

S FORCE MAIN POINT RELOCATE This item is intended for payment for horizontal and/or vertical relocation of a short length of an existing main at the locations shown on the plans. This bid item is to be used to relocate an existing force main at point locations such as to clear a conflict at a

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

S FORCE MAIN TAP SLEVE/VALVE RANGE 1 OR 2 This item shall include the specified tapping sleeve, valve, valve box, concrete pad around valve box (when required in specifications or plans), labor, and equipment to install the specified tapping sleeve and valve, complete and ready for use in accordance with the plans and specifications. The size shall be the measured internal diameter of the live pipe to be tapped. The size tapping sleeve and valve to be paid under sizes 1 or 2 shall be as follows:

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

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

S FORCE MAIN TIE-IN This bid description shall be used for all force main tie-in bid items of every size except those defined as "Special". This item includes all labor, equipment, excavation, fittings, sleeves, reducers, couplings, blocking, anchoring, restoration, testing and backfill required to make the force main tie-in as shown on the plans and in accordance with the specifications complete and ready for use. This bid item shall include purge and sanitary disposal of any sewage from any abandoned segments of force main. Pipe for tie-ins shall be paid under separate bid items. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

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

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

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

S LATERAL CLEANOUT This item shall be for payment for installation of a cleanout in a service lateral line. This item shall include furnishing and installation of a tee, vertical pipe of whatever length required, and threaded cap. The cleanout shall extend from the lateral to final grade elevation. The size of the cleanout shall be equivalent to the size of the lateral. The cleanout materials shall meet the same specification as those for the lateral. The cleanout shall be installed at the locations shown on the plans or as directed by the engineer. Only one pay item shall be established for cleanout installation. No separate pay items shall be established for size or height variances. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

S LATERAL LOCATE This bid item is to pay for all labor, equipment, and materials needed in locating an existing sanitary sewer service lateral for tie-in of the lateral to new mainline sewers and/or for the relocation of a lateral. This bid item shall be inclusive of any and all methods and efforts required to locate the lateral for tie-in or relocation of the lateral. Locating methods to be included under this items shall include, but are not limited to, those efforts employing the use of video cameras from within an existing sanitary sewer main or lateral, electronic locating beacons and/or tracers inserted into the sanitary sewer main or lateral, careful excavation as a separate operation from mainline sewer or lateral excavation, the use of dyes to trace the flow of a lateral, or any combination of methods required to accurately locate the lateral. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA).

S LATERAL LONG SIDE This bid item description shall apply to all service lateral installations of every size up to and including 6 inch internal diameter, except those lateral bid items defined as "Special". This item includes the specified piping material, main tap, bends, clean outs, labor, equipment, excavation, backfill, testing, and restoration, at the locations shown on the plans or as directed, in accordance with the specifications and standard drawings, complete and ready for use. This bid item is to pay for service lateral installations where the ends of the lateral connection are on opposite sides of the public roadway. The new lateral must cross the centerline of the public roadway to qualify for payment as a long side lateral. The length of the service lateral is not to be specified. Payment under this item shall not be restricted by a minimum or maximum length. The contractor shall draw his own conclusions as to the length of piping that may be needed. Payment under this item shall include boring, jacking, or excavating across the public roadway for placement. Placement of a service lateral across a private residential or commercial entrance alone shall not be reason to make payment under this item. Private or commercial entrances shall not be considered a public roadway in defining payment under this item. No additional payment will be made for rock excavation or for bedding required in rock excavation. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

S LATERAL SHORT SIDE This bid item description shall apply to all service lateral installations of every size up to and including 6 inch, except those lateral bid items defined as “Special”. This item includes the specified piping material, main tap tee, bends, clean outs, labor, equipment, excavation, backfill, testing, and restoration, at the locations shown on the plans or as directed, in accordance with the specifications and standard drawings, complete and ready for use. This bid item is to pay for lateral installations where both ends of the lateral connection are on the same side of the public roadway, or when an existing lateral crossing a public roadway will remain and is being extended, reconnected, or relocated with all work on one side of the public roadway centerline as shown on the plans. The length of the service lateral is not to be specified and shall not be restricted to any minimum or maximum length. Payment shall be made under this item even if the lateral crosses a private residential or commercial entrance; but, not a public roadway. Private or commercial entrances shall not be considered a public roadway in defining payment under this item. The contractor shall draw his own conclusions as to the length of piping that may be needed. No additional payment will be made for rock excavation or for bedding required in rock excavation. Please refer to the Utility Company’s Specifications. If the Company does not have specifications, KYTC’s Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

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

S MANHOLE Payment under this item is for the installation of new 4 foot interior diameter sanitary sewer manhole. Payment for manholes will be made at the contract unit price each in place complete and ready for use at the locations shown on plans in accordance with specifications and standard drawings. Manholes shall include concrete base, barrel sections, cone section or slab top, steps, excavation, backfilling, air testing, restoration, and cleanup in accordance with the specifications and standard drawings. Payment shall be made under this item regardless of whether the base is to be precast or cast-in-place (doghouse). All materials, except casting, shall be new and unused. An existing casting from an existing abandoned or removed manhole is to be reused and shall be considered incidental to this item. When a new casting is specified, or an existing casting is unavailable, it shall be paid as a separate bid item. Anchoring of casting, new or used, shall be considered incidental to this bid item. No additional compensation will be paid for manhole height variations. No additional payment will be made for rock excavation. Please refer to the Utility Company’s Specifications. If the Company does not have specifications, KYTC’s Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

S MANHOLE ABANDON/REMOVE Payment under this item is for the partial removal and/or filling of any sanitary sewer manhole regardless of size or depth that no longer serves any purpose. Payment shall be made regardless of whether the manhole is or is not in conflict with other work. Any manhole requiring partial removal, but not total removal, in order to clear a conflict with other work shall be paid under this item. All manholes partially removed shall be removed to a point at least one foot below final grade, one foot below roadway subgrade, or one foot clear of any other underground infrastructure, whichever is lowest. If partial removal of an abandoned manhole is elected by the contractor, the remaining manhole structure shall be refilled with flowable fill. Payment for disposal of a sanitary sewer manhole will be made under this item only. Please refer to the Utility Company’s

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

S MANHOLE ADJUST TO GRADE Payment under this item is for the adjustment of sanitary sewer casting elevation on all sizes of existing sanitary manholes. This work shall be performed in accordance with the sanitary sewer specifications. Payment shall be made under this bid item regardless of the amount of adjustment necessary to a sanitary sewer manhole casting or diameter of the manhole. Work under this pay item may be as simple as placing a bed of mortar under a casting; but, shall also be inclusive of installation of adjusting rings, and /or addition, removal, or replacement of barrel sections. The existing casting is to be reused unless a new casting is specified on the plans. New casting, when specified, shall be paid as a separate bid item. Anchoring of the casting shall be incidental to this item. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

S MANHOLE CASTING STANDARD Payment under this bid items is for furnishing of a new standard traffic baring casting for sanitary manholes meeting the requirements of the sanitary sewer specifications and standard drawings. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when installed.

S MANHOLE CASTING WATERTIGHT Payment under this bid item is for furnishing of a new watertight traffic baring casting for sanitary manholes meeting the requirements of the sanitary sewer specifications and standard drawings. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when installed.

S MANHOLE RECONSTRUCT INVERT This bid item is to pay for all labor, equipment, and material for rework of the manhole bench to redirect or eliminate flow, such as when the flow of a pipe or pipes are being removed or redirected. This work will be as specified in the plans, specifications, or directed by the engineer. This work may consist of, but is not limited to, removal of concrete and/or placement of concrete in elimination or redirect of flow. This item shall also include providing and placement of a rubber seal or boot as required by utility specification, standard drawing or plan. The contractor shall draw his own conclusions as to the effort and scope of work needed to comply with the specifications, standard drawings, and plans. No payment shall be made under this bid when MANHOLE TAP EXISTING, or MANHOLE TAP EXISTING ADD DROP are being paid at the same location, as this type of work is included in those items. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

S MANHOLE TAP EXISTING This bid item is to pay for all labor, equipment, and material for coring one opening in an existing manhole base, addition of a rubber seal as specified, and rework of the manhole bench to direct the additional pipe flow. The bid item shall be paid for each core opening added to a single manhole. This bid item shall also include any rework of the existing manhole bench due to the elimination of other existing pipes and flow. This work will be as specified in the plans, specifications, or directed by the engineer. This work may consist of, but is not limited to, removal of concrete and/or placement of concrete in the addition, elimination, or redirect of flow. The contractor shall draw his own conclusions as to the effort and scope of work needed to comply with the

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

S MANHOLE TAP EXISTING ADD DROP This bid item is to pay for all labor, equipment, and material for coring one opening in an existing manhole base, addition of a rubber seal as specified, addition of a vertical drop pipe to the outside of the manhole, placement of reinforcing steel and concrete to encase vertical pipe, and rework of the manhole bench to direct the additional pipe flow. The bid item shall be paid for each drop added to a single manhole. This bid item shall also include any rework of the existing manhole bench due to the elimination of other existing pipes and flow. This work will be as specified in the plans, specifications, or directed by the engineer. This work may consist of, but is not limited to, removal of concrete and/or placement of concrete in the addition, elimination, or redirect of flow. The contractor shall draw his own conclusions as to the effort and scope of work needed to comply with the specifications, standard drawings, and plans. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

S MANHOLE WITH DROP Payment under this item is for the installation of new 4 foot interior diameter sanitary sewer manhole with drop. Payment for drop manholes will be made at the contract unit price each in place complete and ready for use at the locations shown on plans in accordance with specifications and standard drawings. Drop manholes shall include concrete base, barrel sections, drop materials, cone section or slab top, steps, excavation, backfilling, air testing, restoration, and cleanup. Payment shall be made under this item regardless of whether the base is to be precast or cast-in-place (doghouse). All materials, except casting, shall be new and unused. An existing casting from an existing abandoned or removed manhole is to be reused and shall be considered incidental to this item. When a new casting is specified, or an existing casting is unavailable, it shall be paid as a separate bid item. Anchoring of casting, new or used, shall be considered incidental to this bid item. No additional compensation will be paid for manhole height variations. No additional payment will be made for rock excavation. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

S MANHOLE WITH LINING Payment under this item is for the installation of new 4 foot interior diameter sanitary sewer manhole with corrosion resistant lining. Payment for manholes will be made at the contract unit price each in place complete and ready for use at the locations shown on plans in accordance with specifications and standard drawings. Manholes shall include concrete base, barrel sections, cone section or slab top, steps, lining, excavation, backfilling, air testing, restoration, and cleanup in accordance with the standard drawings. Payment shall be made under this item regardless of whether the base is to be precast or cast-in-place (doghouse). All materials, except casting, shall be new and unused. An existing casting from an existing abandoned or removed manhole is to be reused and shall be considered incidental to this item. When a new casting is specified, or an existing casting is unavailable, it shall be paid as a separate bid item. Anchoring of casting, new or used, shall be considered incidental to this bid item. No additional compensation will be paid for manhole height variations. No additional payment will be made for rock excavation. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

S MANHOLE WITH TRAP Payment under this item is for the installation of a new manhole with

trap. Payment for trap manholes will be made at the contract unit price each in place complete and ready for use at the locations shown on plans in accordance with specifications and standard drawings. Trap manholes shall include concrete base, manhole structure and trap materials, cone section or slab top, steps, excavation, backfilling, air testing, restoration, and cleanup. All materials, except casting, shall be new and unused. Payment shall be made under this item regardless of whether the base is to be precast or cast-in-place (doghouse). An existing casting from an existing abandoned or removed manhole is to be reused and shall be considered incidental to this item. When a new casting is specified, or an existing casting is unavailable, it shall be paid as a separate bid item. Anchoring of casting, new or used, shall be considered incidental to this bid item. No additional compensation will be paid for manhole height variations. No additional payment will be made for rock excavation. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

S PIPE This description shall apply to all PVC and ductile iron gravity sewer pipe bid items of every size and type 8 inches internal diameter and larger, except those bid items defined as "Special". This item includes the pipe specified by the plans and specifications, all fittings (including, but not limited to, tap tees and couplings for joining to existing similar or dissimilar pipes), polyethylene wrap (if required by specification), labor, equipment, excavation, bedding, restoration, pressure or vacuum testing, temporary testing materials, video inspection, backfill, and etc., required to install the specified new pipe and new fittings at the locations shown on the plans, or as directed, in accordance with the specifications and standard drawings complete and ready for use. This bid item shall include material and placement of flowable fill under existing and proposed pavement, and wherever specified on the plans or in the specifications. No additional payment will be made for rock excavation. Measurement of quantities under this item shall be through fittings and encasements to a point at the outside face of manhole barrels, or to the point of main termination at dead ends or lamp holes. Carrier pipe placed within an encasement shall be paid under this item and shall include casing spacers and end seals. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid LINEAR FEET (LF).

S PIPE POINT REPAIR This item is to be used to pay for repair of short lengths of existing sanitary sewer pipe that, through prior video inspection or other means, are known to have pre-existing failure. Pipe Point Repair may be needed in preparation for installation of cured-in-place-pipe (CIPP) lining or other instances where failure is known and repair is prudent. The size of pipe shall not be defined in separate bid items. All diameter sizes of point repair shall be paid under this one item. The materials to be used to make the repair shall be as defined on the plans or in the specifications. This bid item shall include all excavation, pipe materials, joining materials to connect old and new pipe, bedding, and backfill to complete the repair at the locations shown on the plans or as directed by the engineer, complete and ready for use. This bid item shall include bypass pumping when required. Measurement shall be from contact point to contact point of old and new pipe. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid LINEAR FEET (LF).

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

be referenced. This item shall be paid LUMP SUM (LS) for each when complete.

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

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

N O T I C E

DEPARTMENT OF THE ARMY CORPS OF ENGINEERS

NATIONWIDE PERMIT AUTHORIZATION

PROJECT: Morgan County (US460), Item No. 10-0293.00
US 460 Reconstruction in West Liberty, KY

The Section 404 activities for this project have been previously permitted under the authority of the Department of the Army Nationwide Permit No. 14 “Linear Transportation Projects”. In order for this authorization to be valid, the attached conditions must be followed. The contractor shall post a copy of this Nationwide Permit 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.



US Army Corps of Engineers

Nationwide Permit No. 14, Linear Transportation Projects

Activities required for the construction, expansion, modification, or improvement of linear transportation projects (e.g., roads, highways, railways, trails, airport runways, and taxiways) in waters of the United States.

- a. For linear transportation projects in non-tidal waters, the discharge cannot cause the loss of greater than 1/2-acre of waters of the United States. For linear transportation projects in tidal waters, the discharge cannot cause the loss of greater than 1/3-acre of waters of the United States.
- b. Any stream channel modification, including bank stabilization, is limited to the minimum necessary to construct or protect the linear transportation project; such modifications must be in the immediate vicinity of the project.
- c. This NWP also authorizes temporary structures, fills, and work necessary to construct the linear transportation project. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.
- d. This NWP cannot be used to authorize non-linear features commonly associated with transportation projects, such as vehicle maintenance or storage buildings, parking lots, train stations, or aircraft hangars.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if: (1) the loss of waters of the United States exceeds 1/10-acre; or (2) there is a discharge in a special aquatic site, including wetlands. (See general condition 31.) (Sections 10 and 404)

Note: Some discharges for the construction of farm roads or forest roads, or temporary roads for moving mining equipment, may qualify for an exemption under Section 404(f) of the Clean Water Act (see 33 CFR 323.4).

Valid from March 19, 2012 through March 18, 2017

Nationwide Permit General Conditions

Note: To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as applicable, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. Prospective permittees should contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act Section 401 water quality certification and/or Coastal Zone Management Act consistency for an NWP. Every person who may wish to obtain permit authorization under one or more NWPs, or who is currently relying on an existing or prior permit authorization under one or more NWPs, has been and is on notice that all of the provisions of 33 CFR §§ 330.1 through 330.6 apply to every NWP authorization. Note especially 33 CFR § 330.5 relating to the modification, suspension, or revocation of any NWP authorization.

1. Navigation. (a) No activity may cause more than a minimal adverse effect on navigation.

(b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.

(c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. Aquatic Life Movements. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species.

3. Spawning Areas. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

4. Migratory Bird Breeding Areas. Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5. Shellfish Beds. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWPs 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

6. Suitable Material. No activity may use unsuitable material (e.g., trash, debris, car

bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act).

7. Water Supply Intakes. No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

8. Adverse Effects From Impoundments. If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

9. Management of Water Flows. To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization and storm water management activities, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. Fills Within 100-Year Floodplains. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. Equipment. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

12. Soil Erosion and Sediment Controls. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow.

13. Removal of Temporary Fills. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14. Proper Maintenance. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

15. Single and Complete Project. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

16. Wild and Scenic Rivers. No activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River

designation or study status. Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service).

17. Tribal Rights. No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

18. Endangered Species. (a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under any NWP which "may affect" a listed species or critical habitat, unless Section 7 consultation addressing the effects of the proposed activity has been completed.

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will review the documentation and determine whether it is sufficient to address ESA compliance for the NWP activity, or whether additional ESA consultation is necessary.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that might be affected by the proposed work or that utilize the designated critical habitat that might be affected by the proposed work. The district engineer will determine whether the proposed activity "may affect" or will have "no effect" to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps' determination within 45 days of receipt of a complete pre-construction notification. In cases where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the project, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification the proposed activities will have "no effect" on listed species or critical habitat, or until Section 7 consultation has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species-specific regional endangered species conditions to the NWPs.

(e) Authorization of an activity by a NWP does not authorize the "take" of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the U.S. FWS or the NMFS, The Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where "take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word "harm" in the definition of "take" means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

(f) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the U.S. FWS and NMFS or their world wide web pages at <http://www.fws.gov/> or <http://www.fws.gov/ipac> and <http://www.noaa.gov/fisheries.html> respectively.

19. Migratory Birds and Bald and Golden Eagles. The permittee is responsible for obtaining any “take” permits required under the U.S. Fish and Wildlife Service’s regulations governing compliance with the Migratory Bird Treaty Act or the Bald and Golden Eagle Protection Act. The permittee should contact the appropriate local office of the U.S. Fish and Wildlife Service to determine if such “take” permits are required for a particular activity.

20. Historic Properties. (a) In cases where the district engineer determines that the activity may affect properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(b) Federal permittees should follow their own procedures for complying with the requirements of Section 106 of the National Historic Preservation Act. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will review the documentation and determine whether it is sufficient to address section 106 compliance for the NWP activity, or whether additional section 106 consultation is necessary.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the authorized activity may have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties may be affected by the proposed work or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of or potential for the presence of historic resources can be sought from the State Historic Preservation Officer or Tribal Historic Preservation Officer, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of Section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted and these efforts, the district engineer shall determine whether the proposed activity has the potential to cause an effect on the historic properties. Where the non-Federal applicant has identified historic properties on which the activity may have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects or that consultation under Section 106 of the NHPA has been completed.

(d) The district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA Section 106 consultation is required. Section 106 consultation is not required when the Corps determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR §800.3(a)). If NHPA section 106 consultation is required and will occur, the district engineer will notify the non-Federal applicant that he or she cannot begin work until Section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must

still wait for notification from the Corps.

(e) Prospective permittees should be aware that section 110k of the NHPA (16 U.S.C. 470h-2(k)) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of Section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

21. Discovery of Previously Unknown Remains and Artifacts. If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by this permit, you must immediately notify the district engineer of what you have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

22. Designated Critical Resource Waters. Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.

(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, and 52 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

(b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, and 38, notification is required in accordance with general condition 31, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after it is determined that the impacts to the critical resource waters will be no more than minimal.

23. Mitigation. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that adverse effects on the aquatic environment are minimal:

(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the adverse effects to the aquatic environment are minimal.

(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse effects of the proposed activity are minimal, and provides a project-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in minimal adverse effects on the aquatic environment. Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

(1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in minimal adverse effects on the aquatic environment.

(2) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, wetland restoration should be the first compensatory mitigation option considered.

(3) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) – (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)).

(4) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan only needs to address the baseline conditions at the impact site and the number of credits to be provided.

(5) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan.

(d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation, such as stream rehabilitation, enhancement, or preservation, to ensure that the activity results in minimal adverse effects on the aquatic environment.

(e) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any project resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that a project already meeting the established acreage limits also satisfies the minimal impact requirement associated with the NWPs.

(f) Compensatory mitigation plans for projects in or near streams or other open waters will normally include a requirement for the restoration or establishment, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, riparian areas may be the only compensatory mitigation required. Riparian areas should consist

of native species. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to establish a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or establishing a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

(g) Permittees may propose the use of mitigation banks, in-lieu fee programs, or separate permittee-responsible mitigation. For activities resulting in the loss of marine or estuarine resources, permittee-responsible compensatory mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.

(h) Where certain functions and services of waters of the United States are permanently adversely affected, such as the conversion of a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse effects of the project to the minimal level.

24. Safety of Impoundment Structures. To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

25. Water Quality. Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP with CWA Section 401, individual 401 Water Quality Certification must be obtained or waived (see 33 CFR 330.4(c)). The district engineer or State or Tribe may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

26. Coastal Zone Management. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a State may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

27. Regional and Case-By-Case Conditions. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with

any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

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

29. Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

“When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.”

(Transferee)

(Date)

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

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

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

(c) The signature of the permittee certifying the completion of the work and mitigation.

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

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

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

(1) Name, address and telephone numbers of the prospective permittee;
(2) Location of the proposed project;
(3) A description of the proposed project; the project's purpose; direct and indirect adverse environmental effects the project would cause, including the anticipated amount of loss of water of the United States expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity. The description should be sufficiently detailed to allow the district engineer to determine that the adverse effects of the project will be minimal and to determine the need for compensatory mitigation. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the project and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative

description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);

(4) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many waters of the United States. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;

(5) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse effects are minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(6) If any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, for non-Federal applicants the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed work or utilize the designated critical habitat that may be affected by the proposed work. Federal applicants must provide documentation demonstrating compliance with the Endangered Species Act; and

(7) For an activity that may affect a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, for non-Federal applicants the PCN must state which historic property may be affected by the proposed work or include a vicinity map indicating the location of the historic property. Federal applicants must provide documentation demonstrating compliance with Section 106 of the National Historic Preservation Act.

(c) Form of Pre-Construction Notification: The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is a PCN and must include all of the information required in paragraphs (b)(1) through (7) of this general condition. A letter containing the required information may also be used.

(d) Agency Coordination: (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWP's and the need for mitigation to reduce the project's adverse environmental effects to a minimal level.

(2) For all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States, for NWP 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52 activities that require pre-construction notification and will result in the loss of greater than 300 linear feet of intermittent and ephemeral stream bed, and for all NWP 48 activities that require pre-construction notification, the district engineer will immediately provide (e.g., via e-mail, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (U.S. FWS, state natural resource or water quality agency, EPA, State Historic Preservation Officer (SHPO) or Tribal Historic Preservation Office (THPO), and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to telephone or fax the district engineer notice that they intend to provide substantive, site-specific comments.

The comments must explain why the agency believes the adverse effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWP, including the need for mitigation to ensure the net adverse environmental effects to the aquatic environment of the proposed activity are minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(3) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by Section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

(4) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

D. District Engineer's Decision

1. In reviewing the PCN for the proposed activity, the district engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. For a linear project, this determination will include an evaluation of the individual crossings to determine whether they individually satisfy the terms and conditions of the NWP(s), as well as the cumulative effects caused by all of the crossings authorized by NWP. If an applicant requests a waiver of the 300 linear foot limit on impacts to intermittent or ephemeral streams or of an otherwise applicable limit, as provided for in NWPs 13, 21, 29, 36, 39, 40, 42, 43, 44, 50, 51 or 52, the district engineer will only grant the waiver upon a written determination that the NWP activity will result in minimal adverse effects. When making minimal effects determinations the district engineer will consider the direct and indirect effects caused by the NWP activity. The district engineer will also consider site specific factors, such as the environmental setting in the vicinity of the NWP activity, the type of resource that will be affected by the NWP activity, the functions provided by the aquatic resources that will be affected by the NWP activity, the degree or magnitude to which the aquatic resources perform those functions, the extent that aquatic resource functions will be lost as a result of the NWP activity (e.g., partial or complete loss), the duration of the adverse effects (temporary or permanent), the importance of the aquatic resource functions to the region (e.g., watershed or ecoregion), and mitigation required by the district engineer. If an appropriate functional assessment method is available and practicable to use, that assessment method may be used by the district engineer to assist in the minimal adverse effects determination. The district engineer may add case-specific special conditions to the NWP authorization to address site-specific environmental concerns.

2. If the proposed activity requires a PCN and will result in a loss of greater than 1/10-acre of wetlands, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory mitigation for projects with smaller impacts. The district engineer will consider any proposed compensatory mitigation the applicant has included in the proposal in determining whether the net adverse environmental effects to the aquatic environment of the proposed activity are minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse effects on the aquatic environment are minimal, after considering mitigation, the district engineer will notify the permittee and include any activity-specific conditions in the NWP verification the district engineer deems necessary. Conditions for compensatory mitigation requirements must comply with the appropriate provisions at 33 CFR 332.3(k). The district engineer must approve the final mitigation plan before the permittee commences work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the district engineer will expeditiously review the proposed compensatory mitigation plan. The district engineer must review the proposed compensatory mitigation plan within 45 calendar days of receiving a complete PCN and determine whether the proposed mitigation would ensure no more than minimal adverse effects on the aquatic environment. If the net adverse effects of the project on the aquatic environment (after consideration of the compensatory mitigation proposal) are determined by the district engineer to be minimal, the district engineer will provide a timely written response to the applicant. The response will state that the project can proceed under the terms and conditions of the NWP, including any activity-specific conditions added to the NWP authorization by the district engineer.

3. If the district engineer determines that the adverse effects of the proposed work are more than minimal, then the district engineer will notify the applicant either: (a) that the project does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an individual permit; (b) that the project is authorized under the NWP subject to the applicant's submission of a mitigation plan that would reduce the adverse effects on the aquatic environment to the minimal level; or (c) that the project is authorized under the NWP with specific modifications or conditions. Where the district engineer determines that mitigation is required to ensure no more than minimal adverse effects occur to the aquatic environment, the activity will be authorized within the 45-day PCN period, with activity-specific conditions that state the mitigation requirements. The authorization will include the necessary conceptual or detailed mitigation or a requirement that the applicant submit a mitigation plan that would reduce the adverse effects on the aquatic environment to the minimal level. When mitigation is required, no work in waters of the United States may occur until the district engineer has approved a specific mitigation plan or has determined that prior approval of a final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation.

E. Further Information

1. District Engineers have authority to determine if an activity complies with the terms and conditions of an NWP.
2. NWPs do not obviate the need to obtain other federal, state, or local permits, approvals, or authorizations required by law.
3. NWPs do not grant any property rights or exclusive privileges.
4. NWPs do not authorize any injury to the property or rights of others.
5. NWPs do not authorize interference with any existing or proposed Federal project.



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ENERGY AND ENVIRONMENTAL PROTECTION CABINET

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General Certification--Nationwide Permit # 14 Linear Transportation Projects

This General Certification is issued March 19, 2012, in conformity with the requirements of Section 401 of the Clean Water Act of 1977, as amended (33 U.S.C. §1341), as well as Kentucky Statute KRS 224.16-050.

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

Agricultural operations, as defined by KRS 224.71-100(1) conducting activities pursuant to KRS 224.71-100 (3), (4), (5), (6), or 10 are deemed to have certification if they are implementing an Agriculture Water Quality Plan pursuant to KRS 224.71-145.

For all other operations, the Commonwealth of Kentucky hereby certifies under Section 401 of the Clean Water Act (CWA) that it has reasonable assurances that applicable water quality standards under Kentucky Administrative Regulations Title 401, Chapter 10, established pursuant to Sections 301, 302, 304, 306 and 307 of the CWA, will not be violated for the activity covered under NATIONWIDE PERMIT 14, namely Linear Transportation Projects, provided that the following conditions are met:

1. The activity will not occur within surface waters of the Commonwealth identified by the Kentucky Division of Water as Outstanding State or National Resource Water, Cold Water Aquatic Habitat, or Exceptional Waters.
2. The activity will not occur within surface waters of the Commonwealth identified as perpetually-protected (e.g. deed restriction, conservation easement) mitigation sites.
3. The activity will impact less than 1/2 acre of wetland/marsh.
4. The activity will impact less than 300 linear feet of surface waters of the Commonwealth. Stream realignment greater than 100 feet is not covered under this general water quality certification.

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5. For a single and complete linear transportation project, the cumulative length of impacts less than 300 linear feet of surface waters within each Hydrologic Unit Code (HUC) 14 watershed will not exceed 500 linear feet.
6. 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).
7. 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.
8. Activities that do not meet the conditions of this General Water Quality Certification require an Individual Section 401 Water Quality Certification.
9. Activities qualifying for coverage under this General Water Quality Certification are subject to the following conditions:
 - 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 (401 KAR 10:031 Section 2 and KRS 224.70-100).
 - Sediment and erosion control measures, such as check-dams constructed of any material, silt fencing, hay bales, etc., shall not be placed within surface waters of the Commonwealth, either temporarily or permanently, without prior approval by the Kentucky Division of Water's Water Quality Certification Section. If placement of sediment and erosion control measures in surface waters is unavoidable, design and placement of temporary erosion control measures shall not be conducted in such a manner that may result in instability of streams that are adjacent to, upstream, or downstream of the structures. All sediment and erosion control devices shall be removed and the natural grade restored within the completion timeline of the activities.
 - Measures shall be taken to prevent or control spills of fuels, lubricants, or other toxic materials used in construction from entering the watercourse.
 - Removal of riparian vegetation in the utility line right-of-way shall be limited to that necessary for equipment access.
 - To the maximum extent practicable, all in-stream work under this certification shall be performed under low-flow conditions.

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- Heavy equipment, e.g. bulldozers, backhoes, draglines, etc., if required for this project, should not be used or operated within the stream channel. In those instances in which such in-stream work is unavoidable, then it shall be performed in such a manner and duration as to minimize turbidity and disturbance to substrates and bank or riparian vegetation.
- Any fill shall be of such composition that it will not adversely affect the biological, chemical, or physical properties of the receiving waters and/or cause violations of water quality standards. If rip-rap is utilized, it should be of such weight and size that bank stress or slump conditions will not be created because of its placement.
- If there are water supply intakes located downstream that may be affected by increased turbidity and suspended solids, the permittee shall notify the operator when such work will be done.
- Should evidence of stream pollution or jurisdictional wetland impairment and/or violations of water quality standards occur as a result of this activity (either from a spill or other forms of water pollution), the KDOW shall be notified immediately by calling (800) 928-2380.

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

SPECIAL NOTE

Filing of eNOI for KPDES Construction Stormwater Permit

County: MORGAN

Route: KY 7

Item No.: 10-293.10

KDOW Submittal ID: 112349

Project Description: Reconstruct/Widening of Main St. (KY 7) in West Liberty beginning at Riverside Dr. (CS 1058) and extending north to 0.159 miles north of the intersection with Cedar Rd. (CS 1053).

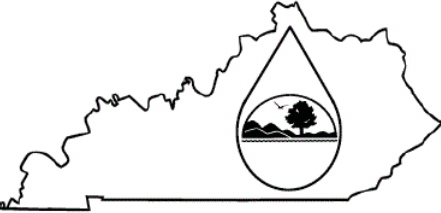
A Notice of Intent for obtaining coverage under the Kentucky Pollutant Discharge Elimination System (KPDES) General Permit for Stormwater Discharges Associated with Construction Activities (KYR10) has been drafted, copy of which is attached. Upon award, the Contractor will be identified in Section III of the form as the “Building Contractor” and it will be submitted for approval to the Kentucky Division of Water. The Contractor shall be responsible for advancing the work in a manner that is compliant with all applicable and appropriate KYTC specifications for sediment and erosion control as well as meeting the requirements of the KYR10 permit and the KDOW.

Upon award of the project, the appropriate District Project Delivery & Preservation Branch is responsible for providing the Project Development Project Manager (Darren Back) with the Contractor’s name, address, start date, and the CID #. The Project Development Project Manager is responsible for completing and submitting the eNOI document.

The Project Development Project Manager will notify the appropriate Project Delivery & Preservation Branch when the NOI is approved. The approved NOI will be placed in Site Manager. This will need to be accomplished prior to any on-site work.

This note conforms with the Joint Design (05-2017)/Construction (02-2017) Memorandum issued on March 28, 2017.

If there are any questions regarding this note, please contact David Waldner, Director, Division of Environmental Analysis, TCOB, 200 Mero Street, Frankfort, KY 40622, Phone: (502) 564-7250.

	<h2 style="text-align: center;">KENTUCKY POLLUTION DISCHARGE ELIMINATION SYSTEM (KPDES)</h2> <p style="text-align: center;">Notice of Intent (NOI) for coverage of Storm Water Discharge Associated with Construction Activities Under the KPDES Storm Water General Permit KYR100000</p> <p style="text-align: center;"> Click here for Instructions (Controls/KPDES_FormKYR10_Instructions.htm) Click here to obtain information and a copy of the KPDES General Permit. (http://dep.ky.gov/formslibrary/Documents/KYR10PermitPage.pdf) </p> <p style="text-align: center; font-size: small;">(*) indicates a required field; (✓) indicates a field may be required based on user input or is an optionally required field</p>
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Reason for Submittal:(*) Application for New Permit Coverage ▼	Agency Interest ID: Agency Interest ID	Permit Number:(✓) KPDES Permit Number
If change to existing permit coverage is requested, describe the changes for which modification of coverage is being sought:(✓) <input style="width: 100%;" type="text"/>		
ELIGIBILITY: Stormwater discharges associated with construction activities disturbing individually one (1) acre or more, including, in the case of a common plan of development, contiguous construction activities that cumulatively equal one (1) acre or more of disturbance.		
EXCLUSIONS: The following are excluded from coverage under this general permit: 1) Are conducted at or on properties that have obtained an individual KPDES permit for the discharge of other wastewaters which requires the development and implementation of a Best Management Practices (BMP) plan; 2) Any operation that the DOW determines an individual permit would better address the discharges from that operation; 3) Any project that discharges to an Impaired Water listed in the most recent Integrated Report, §305(b) as impaired for sediment and for which an approved TMDL has been developed.		
SECTION I -- FACILITY OPERATOR INFORMATION (PERMITTEE)		
Company Name:(✓) KYTC District 10	First Name:(✓) Corbett	M.I.: R
		Last Name:(✓) Caudill
Mailing Address:(*) P.O. Box 621	City:(*) Jackson	State:(*) Kentucky ▼
		Zip:(*) 41339
eMail Address:(*) corbett.caudill@ky.gov	Business Phone:(*) 606-666-8841	Alternate Phone: Phone
SECTION II -- GENERAL SITE LOCATION INFORMATION		
Project Name:(*) KY 7 Widening (10-293.10)	Status of Owner/Operator(*) State Government ▼	SIC Code(*) 1611 Highway and Street (▼)
Company Name:(✓) KYTC District 10	First Name:(✓) Corbett	M.I.: R
		Last Name:(✓) Caudill
Site Physical Address:(*) Main Street (KY 7)		
City:(*) West Liberty	State:(*) Kentucky ▼	Zip:(*) 41472
County:(*) Morgan ▼	Latitude(decimal degrees)(*)DMS to DD Converter (https://www.fcc.gov/media/radio/dms-decimal) 37.921667	Longitude(decimal degrees)(*) -83.26000
SECTION III -- SPECIFIC SITE ACTIVITY INFORMATION ?		
Project Description:(*) Minor Widening and Sidewalk Construction on Main Street in West Liberty		
a. For single projects provide the following information		
Total Number of Acres in Project:(✓)	Total Number of Acres Disturbed:(✓)	

7.37 7.37

Anticipated Start Date:(✓)	Anticipated Completion Date:(✓)
<input type="text"/>	<input type="text"/>

b. For common plans of development provide the following information

Total Number of Acres in Project:(✓)	Total Number of Acres Disturbed:(✓)
# Acre(s)	# Acre(s)
Number of individual lots in development, if applicable:(✓)	Number of lots in development:(✓)
# lot(s)	# lot(s)
Total acreage of lots intended to be developed:(✓)	Number of acres intended to be disturbed at any one time:(✓)
Project Acres	Disturbed Acres
Anticipated Start Date:(✓)	Anticipated Completion Date:(✓)
<input type="text"/>	<input type="text"/>

List Building Contractor(s) at the time of Application:(*)

+	Company Name	Delete

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

Discharge Point(s):

	Unnamed Tributary?	Latitude	Longitude	Receiving Water Name	Delete
1	Yes	37.922841	-83.260775		Delete
2	Yes	37.922906	-83.259520		Delete
3	Yes	37.922913	-83.259651		Delete
4	Yes	37.923120	-83.259650		Delete
5	Yes	37.924378	-83.258793		Delete
6	Yes	37.924475	-83.259194		Delete
7	Yes	37.924484	-83.258974		Delete
8	Yes	37.924666	-83.258633		Delete
9	Yes	37.924949	-83.258783		Delete
10	Yes	37.926079	-83.257833		Delete

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

Name of MS4:

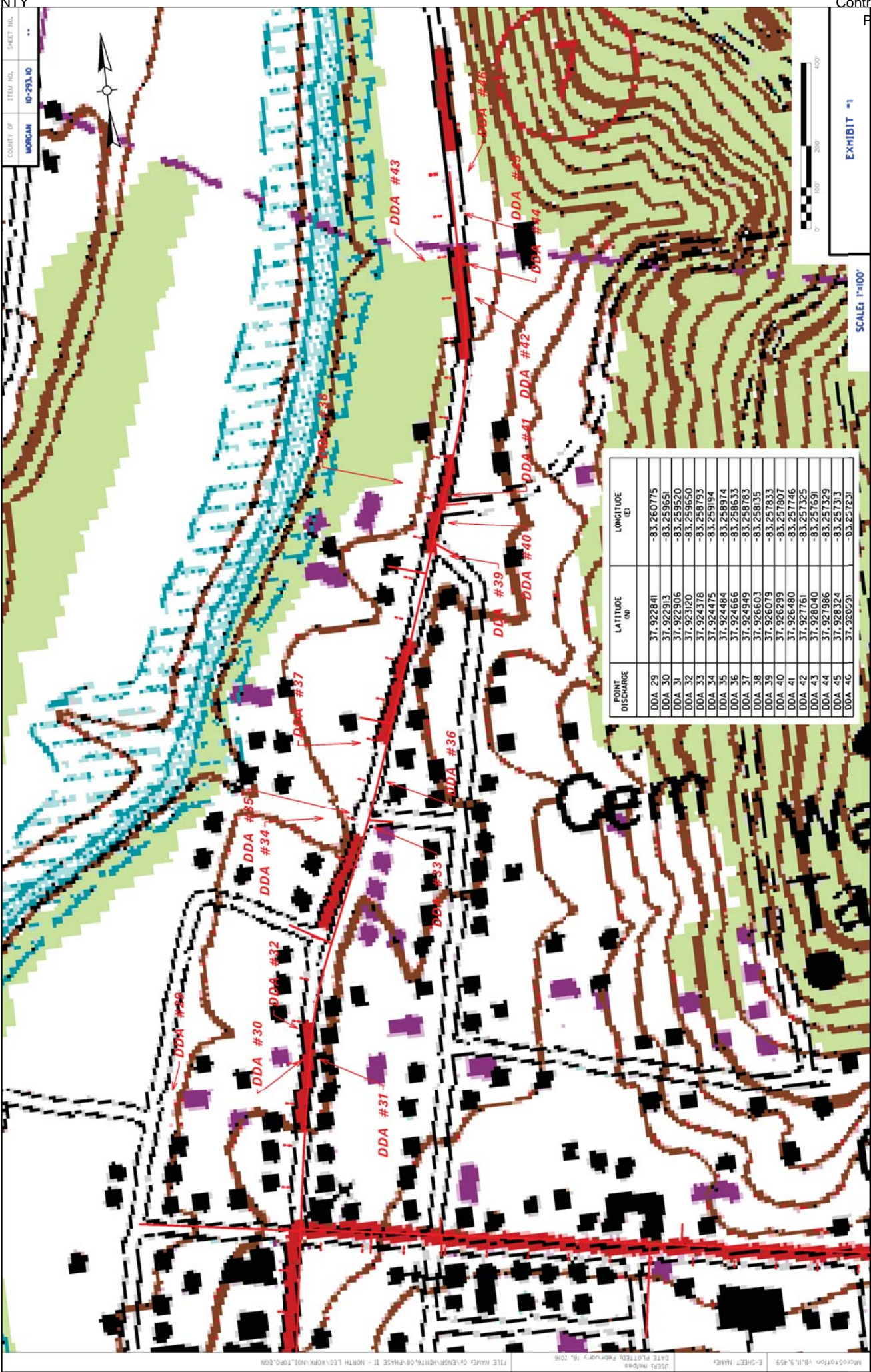
Date of application/notification to the MS4 for construction site permit coverage:	Discharge Point(s):(*)								
Date	<table border="1" style="width:100%"> <thead> <tr> <th style="width:10%">+</th> <th style="width:40%">Latitude</th> <th style="width:40%">Longitude</th> <th style="width:10%">Delete</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	+	Latitude	Longitude	Delete				
+	Latitude	Longitude	Delete						

SECTION VI -- WILL THE PROJECT REQUIRE CONSTRUCTION ACTIVITIES IN A WATER BODY OR THE RIPARIAN ZONE?

Will the project require construction activities in a water body or the riparian zone?:(*)	No
If Yes, describe scope of activity: (✓)	describe scope of activity
Is a Clean Water Act 404 permit required?:(*)	No
Is a Clean Water Act 401 Water Quality Certification required?:(*)	No

SECTION VII -- NOI PREPARER INFORMATION

First Name: (*) Darren	M.I.: MI	Last Name: (*) Back	Company Name: (*) KYTC District 10	
Mailing Address: (*) P.O. Box 621		City: (*) Jackson	State: (*) Kentucky	Zip: (*) 41339
eMail Address: (*) darren.back@ky.gov		Business Phone: (*) 606-666-8841	Alternate Phone: Phone	
SECTION VIII -- ATTACHMENTS				
Facility Location Map: (*)		Upload file		
Supplemental Information:		Upload file		
SECTION IX -- CERTIFICATION				
I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.				
Signature: (*) Corbett R Caudill		Title: (*) Executive Director		
First Name: (*) Corbett	M.I.: R	Last Name: (*) Caudill		
eMail Address: (*) corbett.caudill@ky.gov	Business Phone: (*) 606-666-8841	Alternate Phone: Phone	Signature Date: (*) 10/10/2017	
<div style="display: flex; justify-content: space-around;"> Click to Save Values for Future Retrieval Click to Submit to DEP </div>				



POINT DISCHARGE	LATITUDE (in)	LONGITUDE (ft)
DDA 29	37.922841	-83.260775
DDA 30	37.922913	-83.259651
DDA 31	37.922906	-83.259520
DDA 32	37.923120	-83.259650
DDA 33	37.924378	-83.258793
DDA 34	37.924475	-83.259194
DDA 35	37.924484	-83.258974
DDA 36	37.924666	-83.258613
DDA 37	37.924949	-83.258163
DDA 38	37.926603	-83.259135
DDA 39	37.926079	-83.257833
DDA 40	37.926299	-83.257807
DDA 41	37.926480	-83.257746
DDA 42	37.927761	-83.257325
DDA 43	37.928040	-83.257691
DDA 44	37.927986	-83.257329
DDA 45	37.928324	-83.257313
DDA 46	37.928020	-83.257231

COUNTY OF
MORGAN

STUDY NO.
10-293.10

SHEET NO.
..



EXHIBIT #1

SCALE: 1"=100'

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



Kentucky Transportation Cabinet

Highway District 10

And

_____ **(2), Construction**

Kentucky Pollutant Discharge Elimination System

Permit KYR10

Best Management Practices (BMP) plan

Groundwater protection plan

For Highway Construction Activities

For

Main Street (KY 7) Minor Widening & Sidewalks

Project: PCN ## - #####

Six Year Plan Item No.: 10-293.10

KyTC BMP Plan for Project PCN ## -

Project information

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

1. Owner – Kentucky Transportation Cabinet, District 10
2. Resident Engineer: (2)
3. Contractor name: (2)
Address: (2)

Phone number: (2)
Contact: (2)
Contractors agent responsible for compliance with the KPDES permit requirements (3):
4. Project Control Number (2)
5. Route (Address): KY 7 (Main Street) West Liberty, KY
6. Latitude/Longitude (project mid-point): 37°55'18"N/83°15'36"W
7. County (project mid-point): Morgan
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: Minor widening and constructing sidewalks on Main Street (KY 7) in West Liberty, KY
2. Order of major soil disturbing activities (2) and (3)
3. Projected volume of material to be moved: 5394 Cubic Yards
4. Estimate of total project area (acres): 7.37
5. Estimate of area to be disturbed (acres): 7.37
6. Post construction runoff coefficient will be included in the project drainage folder. Persons needing information pertaining to the runoff coefficient will contact the resident engineer to request this information.
7. Data describing existing soil condition: Grass covered soils consisting of clayey sands and gravelly clays with medium to high plasticity. (2)
8. Data describing existing discharge water quality (if any) (2)
9. Receiving water name: Licking River
10. TMDLs and Pollutants of Concern in Receiving Waters: No TMDLs involved on this project.
11. Site map – Project layout sheet plus the erosion control sheets in the project plans that depict Disturbed Drainage Areas (DDAs) and related information. These sheets depict the existing project conditions with areas delineated by DDA (drainage area bounded by watershed breaks and right of way limits), the storm water discharge locations (either as a point discharge or as overland flow) and the areas that drain to each discharge point. These plans define the limits of areas to be disturbed and the location of control measures. Controls will be either site specific as designated by the designer or will be annotated by the contractor and resident engineer before disturbance commences. The project layout sheet shows the surface waters and wetlands.
12. Potential sources of pollutants:

The primary source of pollutants is solids that are mobilized during storm events. Other sources of pollutants include oil/fuel/grease from servicing

KyTC BMP Plan for Project PCN ## -

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 or BMPs to arrest the introduction of pollutants into storm water. Areas that have not been opened by the contractor will be

KyTC BMP Plan for Project PCN ## -

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

KyTC BMP Plan for Project PCN ## -

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 : Erosion Control Blanket, Permanent Turf Reinforcement Mat or Aggregate Channel Lining to be provided in all ditches.

C. Other Control Measures

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

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

3. Hazardous Waste

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

4. Spill Prevention

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

KyTC BMP Plan for Project PCN ## -

➤ **Good Housekeeping:**

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

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

➤ **Hazardous Products:**

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

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

The following product-specific practices will be followed onsite:

➤ **Petroleum Products:**

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

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

KyTC BMP Plan for Project PCN ## -

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

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

➤ **Fertilizers:**

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

➤ **Paints:**

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

➤ **Concrete Truck Washout:**

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

➤ **Spill Control Practices**

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

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

KyTC BMP Plan for Project PCN ## -

- 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.

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. There are no permanent BMPs that will require post construction storm water management other than routine maintenance.

F. Inspections

KyTC BMP Plan for Project PCN ## -

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:

- Water from water line flushings.

KyTC BMP Plan for Project PCN ## -

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

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

H. Groundwater Protection Plan (3)

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

- Contractors statement: (3)

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

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

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

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

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

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

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

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

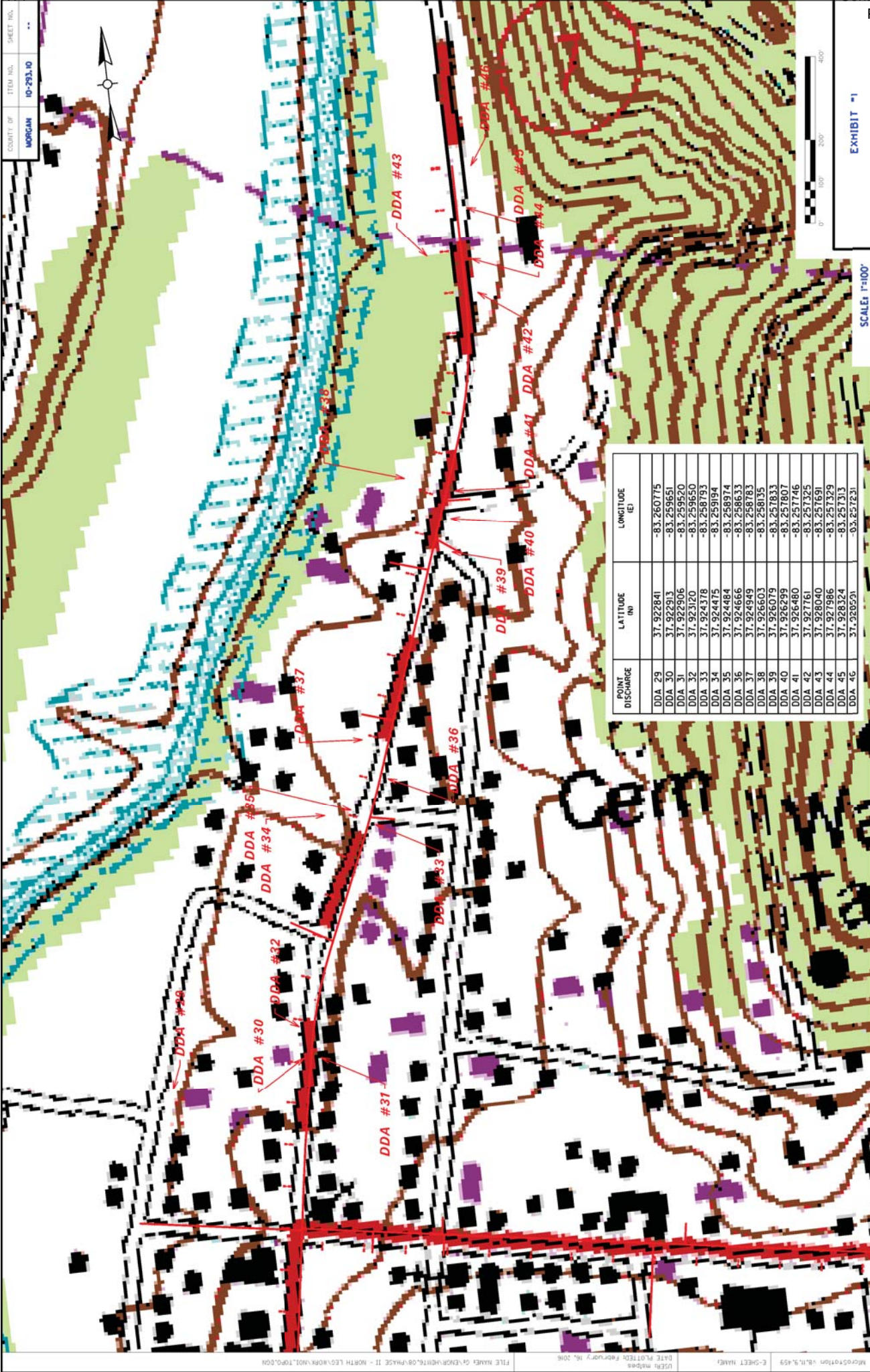
KyTC BMP Plan for Project PCN ## -

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

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

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

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



POINT DISCHARGE	LATITUDE in	LONGITUDE in
DDA 29	37.922841	-83.260775
DDA 30	37.922913	-83.259651
DDA 31	37.922906	-83.259520
DDA 32	37.923120	-83.259650
DDA 33	37.924378	-83.258793
DDA 34	37.924475	-83.259194
DDA 35	37.924484	-83.258974
DDA 36	37.924666	-83.258613
DDA 37	37.924949	-83.258163
DDA 38	37.926603	-83.259135
DDA 39	37.926079	-83.257833
DDA 40	37.926299	-83.257807
DDA 41	37.926480	-83.257746
DDA 42	37.927761	-83.257325
DDA 43	37.928040	-83.257691
DDA 44	37.927986	-83.257329
DDA 45	37.928324	-83.257313
DDA 46	37.928020	-83.257231

COUNTY OF
MORGAN

STUDY NO.
10-293.10

SHEET NO.
..



EXHIBIT #1

SCALE: 1"=100'

KENTUCKY TRANSPORTATION CABINET COMMUNICATION ALL PROMISES (CAP)

Item Number	County	Route	Project Manager
10-0293.10	MORGAN	KY 7	kytc\darren.back
10-0293.10	MORGAN		kytc\darren.back

CAP #	Date of Promise	Requestor	Location of Promise:	CAP Description
1	9/29/16	KYTC / Faith Family Practice	P83	<p>The following was a agreed reached via both parties for an agreed Interlocutory Order & Judgment and Right of Entry to the property:</p> <p>The parties acknowledge that the Defendant Faith Family Practice, PLLC, operates professional offices upon its remaining premises, and the Plaintiff will cooperate with Defendant in good faith to minimize disruption of such business, and access, entrances and handicapped ramp will be maintained during regular business hours.</p>
2	5/8/17	Anita Wheeler (represented by Steve O'Connor)	P79, P80, P82	<p>At the conclusion of the construction project, P79, P80, and P82 shall be cleared of all trash and construction debris. The ground shall not have any large or uneven divots. The property shall be sown and seeded to reestablish vegetation as needed. All aforementioned work shall take place on the entire temporary easement area and not just those areas disturbed during construction activities.</p>
3	5/8/17	Anita Wheeler (represented by Steve O'Connor)	P79, P80, P82	<p>At the conclusion of the construction project, P79, P80, and P82 shall be cleared of all trash and construction debris. The ground shall not have any large or uneven divots. The property shall be sown and seeded to reestablish vegetation as needed. All aforementioned work shall take place on the entire temporary easement area and not just those areas disturbed during construction activities.</p>
4	12/19/16	William Bellamy	P81	<p>A 12-ft wide curb cut for an entrance shall be added to the project with the centerline of the entrance located at approximate Sta. 214+58, LT, approximately 14-ft south of the disputed property line. Transitions to the curb cut will begin 4 foot across the disputed property line and follow the KYTC Standard Detail for Concrete Entrance Pavement and Sidewalk. Construction of the entrance will terminate at the back of the proposed sidewalk, approximately 24-ft, LT, of the KY 7 (Main St.) centerline. The drainage box will be placed as close to the south side of the proposed entrance as possible. The roadway plans have been updated and quantities have been added to the summary sheets to reflect this CAP.</p> <p>No fire hydrant, water meter, or gas marker shall be installed along the frontage of this parcel with the construction of the utility relocations on this project.</p>
5	6/10/16	Anita Wheeler	P79, P80, P82	<p>On Parcel 82, the stone building and small blue building (used for garbage storage, located near southern property line near Broadway St.) are to remain and not to be disturbed by contractor.</p> <p>Any existing fencing beyond the proposed right of way line is to remain and not to be disturbed.</p>
6	4/28/16	West Liberty United Methodist Church	P85	<p>The West Liberty United Methodist Church owns the residence located on this parcel. It was agreed with them that a swale will be constructed as part of this project at the toe of the fill slope from Sta. 215+00 Lt. to Sta. 215+60 Lt. And from Sta. 215+60 Lt. to Sta. 216+00 Lt. A surface inlet will be installed at Sta. 216+00 Lt. and connected to the storm sewer at approximate Sta. 215+85 Lt. The plans and summary sheets have been updated to reflect this.</p>

KENTUCKY TRANSPORTATION CABINET COMMUNICATION ALL PROMISES (CAP)

CAP #	Date of Promise	Requestor	Location of Promise:	CAP Description
7	2/3/16	Robert and Rhonda Henderson	P87	KYTC has agreed to provide reasonable access at all times during construction to the Main Street frontage of this parcel.
8	7/29/15	Farrell and Sandy Pelfrey	P90	The 4-inch drain pipe from the house to the right of way will not be disturbed and positive drainage will be maintained at all time.
9	8/19/15	Frederick Valley View, LLC	P92	The proposed parking configuration will be as close as possible to pre-existing conditions at the completion of construction. Plans and summary sheets have been revised to reflect this.
10	10/10/17	Mountain Rural Telephone Coop	Left of Sta. 217+50 - Sta. 224+00	MRTC will be moving poles from left of Sta. 217+50 to left of Sta. 224+00 after highway embankment is placed. The contractor shall coordinate with MRTC on their company's relocation work. This note serves as notice to the contractor about this relocation work and coordination that is needed. The contractor should allow time in their schedule to allow for the work. No claims shall be filed on delays pertaining to this work.
11	10/10/17	Mountain Rural Telephone Coop	Left of Sta. 217+50 - Sta. 224+00	MRTC will be moving poles from left of Sta. 217+50 to left of Sta. 224+00 after highway embankment is placed. The contractor shall coordinate with MRTC on their company's relocation work. This note serves as notice to the contractor about this relocation work and coordination that is needed. The contractor should allow time in their schedule to allow for the work. No claims shall be filed on delays pertaining to this work.
12	10/10/17	State Historic Preservation Office	P93	As noted on the plans, Parcel 93 has been deemed a historic property. The impacts to the property shown in the plans are part of an agreement with the State Historic Preservation Office. There shall be no deviations from what is shown in the plans to work on or around this property without approval from the State Historic Preservation Office. Any proposed changes should be presented to the District 10 Environmental Coordinator.

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

11

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

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

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

Effective June 15, 2012

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:

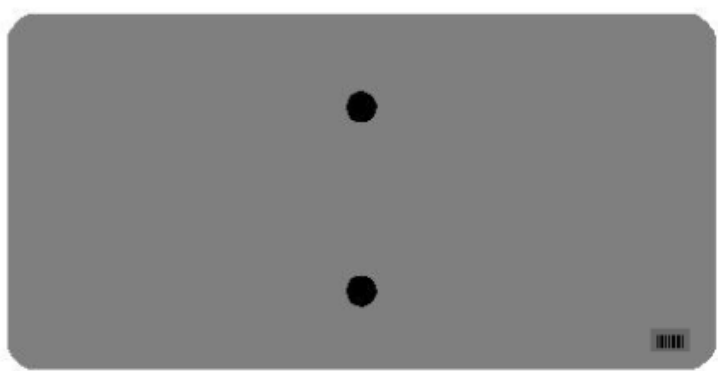
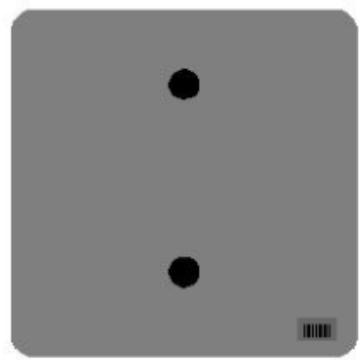
<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
24631EC	Barcode Sign Inventory	Each

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.

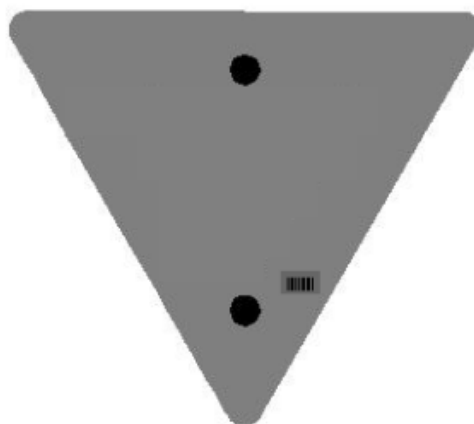
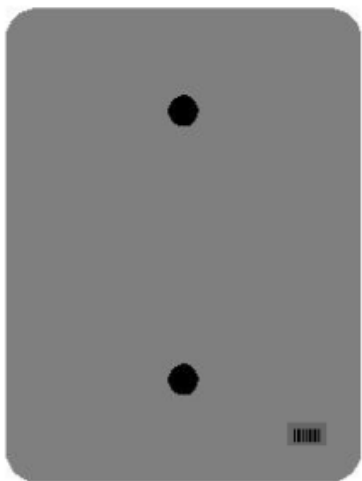
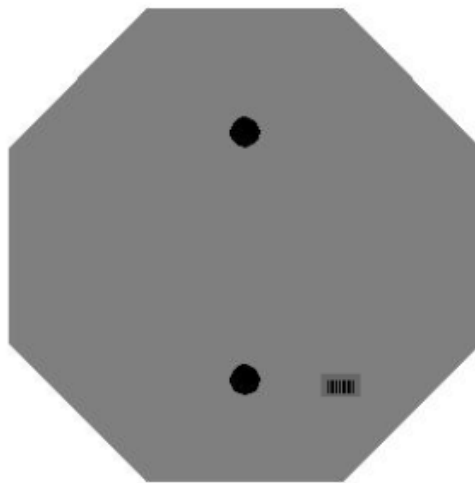
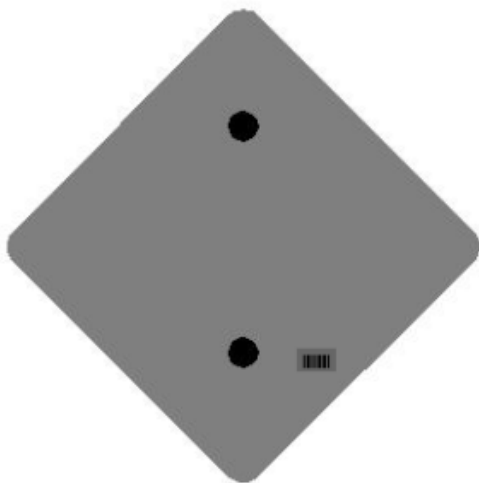
One Sign Post



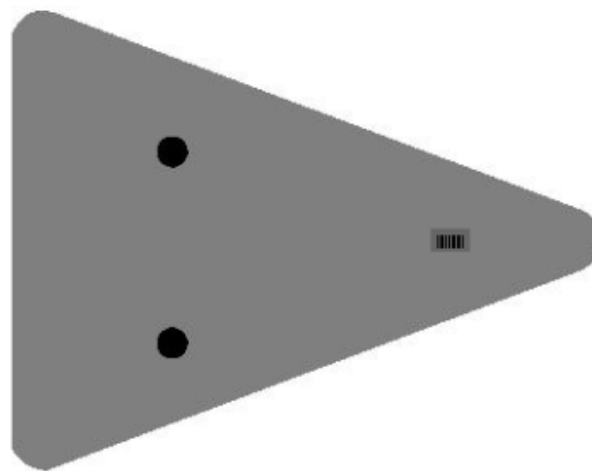
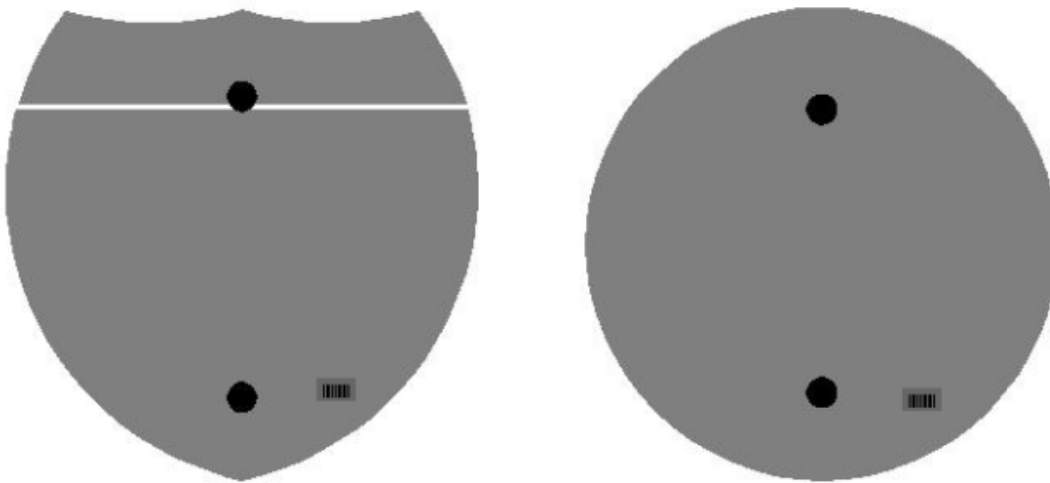
↑
2" Wide Post



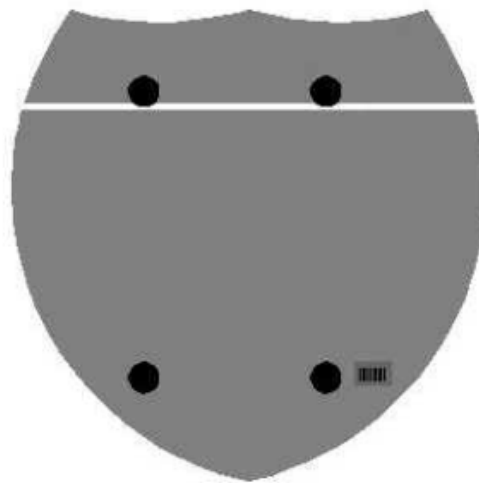
One Sign Post



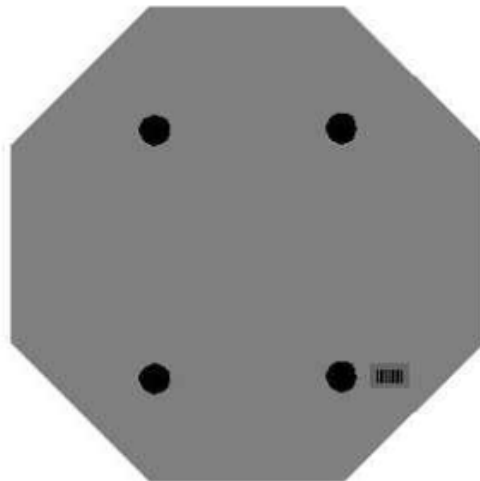
One Sign Post



Double Sign Post



Interstate
Shield

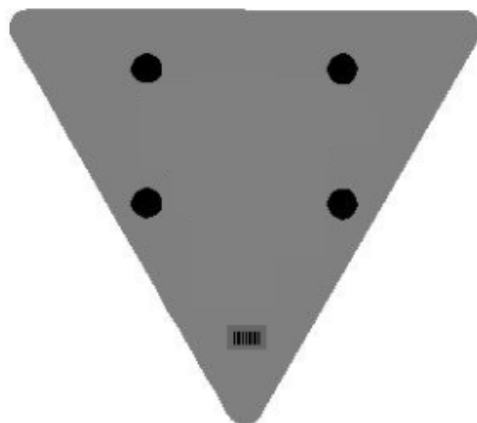


48" Stop

2 Post Signs



↑
2" Wide Post



SPECIAL NOTE FOR LONGITUDINAL PAVEMENT JOINT ADHESIVE

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

2.1 Joint Adhesive. Provide material conforming to Subsection 2.1.1.

2.1.1 Provide an adhesive conforming to the following requirements:

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

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

2.2. Equipment.

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

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

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

3. CONSTRUCTION.

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

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

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

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

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

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

11N

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

Code
20071EC

Pay Item
Joint Adhesive

Pay Unit
Linear Foot

May 7, 2014

PART III

EMPLOYMENT, WAGE AND RECORD REQUIREMENTS

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

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: KY170187 01/06/2017 KY187

Superseded General Decision Number: KY20160187

State: Kentucky

Construction Type: Highway

Counties: Adair, Barren, Bell, Breathitt, Casey, Clay, Clinton, Cumberland, Estill, Floyd, Garrard, Green, Harlan, Hart, Jackson, Johnson, Knott, Knox, Laurel, Lawrence, Lee, Leslie, Letcher, Lincoln, Magoffin, Martin, McCreary, Menifee, Metcalfe, Monroe, Morgan, Owsley, Perry, Pike, Powell, Pulaski, Rockcastle, Russell, Taylor, Wayne, Whitley and Wolfe Counties in Kentucky.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 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 \$10.20 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 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017

SUKY2015-047 10/20/2015

	Rates	Fringes
BOILERMAKER.....	\$ 24.65	12.94
BRICKLAYER		
Bricklayer.....	\$ 22.90	8.50
Stone Mason.....	\$ 21.50	8.50
CARPENTER		
Carpenter.....	\$ 24.90	14.50

Piledriver.....	\$ 24.55	14.50
CEMENT MASON.....	\$ 21.25	8.50
ELECTRICIAN		
Electrician.....	\$ 29.36	10.55
Equipment Operator.....	\$ 26.90	10.31
Groundsman.....	\$ 17.79	8.51
Lineman.....	\$ 30.09	10.94

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

IRONWORKER.....	\$ 27.56	20.57
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LABORER

Group 1.....	\$ 21.80	12.36
Group 2.....	\$ 22.05	12.36
Group 3.....	\$ 22.10	12.36
Group 4.....	\$ 22.70	12.36

GROUP 1: Aging and Curing of Concrete (Any Mode or Method), Asbestos Abatement Worker, Asphalt Plant Laborers, Asphalt Laborers, Batch Truck Dumpers, Carpenter Tenders, Cement Mason Tenders, Cleaning of Machines, Concrete Laborers, Demolition Laborers, Dredging Laborers, Drill Tender, Environmental Laborer - Nuclear, Radiation, Toxic and Hazardous Waste - Level D, Flagmen, Grade Checkers, All Hand Digging and Hand Back Filling, Highway Marker Placers, Landscaping Laborers, Mesh Handlers and Placers, Puddler, Railroad Laborers, Rip-rap and Grouters, Right of Way Laborers, Sign, Guard Rail and Fence Installers (All Types), Signalmen, Sound Barrier Installer, Storm and Sanitary Sewer Laborers, Swampers, Truck Spotters and Dumpers, Wrecking of Concrete Forms, General Cleanup

GROUP 2: Batter Board Men (Sanitary and Storm Sewer), Brickmason Tenders, Mortar Mixer Operator, Scaffold Builders, Burner and Welder, Bushammers, Chain Saw Operator, Concrete Saw Operators, Deckhand Scow Man, Dry Cement Handlers, Environmental Laborers - Nuclear, Radiation, Toxic and Hazardous Waste - Level C, Forklift Operators for Masonry, Form Setters, Green Concrete Cutting, Hand Operated Grouter and Grinder Machine Operator, Jack Hammers, Lead Paint Abatement, Pavement Breakers, Paving Joint Machine, Pipe Layers - Laser Operators (Non-metallic), Plastic Pipe Fusion, Power Driven Georgia Buggy and Wheel Barrow, Power Post Hole

Diggers, Precast Manhole Setters, Walk-behind Tampers, Walk-behind Trenchers, Sand Blasters, Concrete Chippers, Surface Grinders, Vibrator Operators, Wagon Drillers

GROUP 3: Air Track Driller (All Types), Asphalt Luteman and Rakers, Gunnite Nozzleman, Gunnite Operators and Mixers, Grout Pump Operator, Powderman and Blaster, Side Rail Setters, Rail Paved Ditches, Screw Operators, Tunnel Laborers (Free Air), Water Blasters

GROUP 4: Caisson Workers (Free Air), Cement Finishers, Environmental Laborer - Nuclear, Radiation, Toxic and Hazardous Waste - Level A and B, miners and Drillers (Free Air), Tunnel Blasters, and Tunnel Mockers (Free Air), Directional and Horizontal Boring, Air Track Drillers (All Types), Powder Man and Blasters, Troxler and Concrete Tester if Laborer is Utilized

PAINTER

All Excluding Bridges.....	\$ 19.92	9.57
Bridges.....	\$ 23.92	10.07

PLUMBER.....	\$ 22.52	7.80
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POWER EQUIPMENT OPERATOR:

Group 1.....	\$ 29.95	14.40
Group 2.....	\$ 29.95	14.40
Group 3.....	\$ 27.26	14.40
Group 4.....	\$ 26.96	14.40

GROUP 1: Auto Patrol, Batch Plant, Bituminous Paver, Cable-Way, Clamshell, Concrete Mixer (21 cu ft or over), Concrete Pump, Crane, Crusher Plant, Derrick, Derrick Boat, Ditching and Trenching Machine, Dragline, Dredge Engineer, Elevator (regardless of ownership when used for hoisting any building material), Elevating Grader and all types of Loaders, Hoe-type Machine, Hoisting Engine, Locomotive, LeTourneau or Carry-all Scoop, Bulldozer, Mechanic, Orangepeel Bucket, Piledriver, Power Blade, Roller (Bituminous), Roller (Earth), Roller (Rock), Scarifier, Shovel, Tractor Shovel, Truck Crane, Well Point, Winch Truck, Push Dozer, Grout Pump, High Lift, Fork Lift (regardless of lift height), all types of Boom Cats, Multiple Operator, Core Drill, Tow or Push Boat, A-Frame Winch Truck, Concrete Paver, Grade-All, Hoist, Hyster, Material Pump, Pumpcrete, Ross Carrier, Sheepfoot, Sideboom, Throttle-Valve Man, Rotary Drill, Power Generator, Mucking Machine, Rock Spreader attached to Equipment, Scoopmobile, KeCal Loader, Tower Cranes, (French, German and other types), Hydrocrane, Tugger, Backfiller Gurries, Self-propelled Compactor, Self-Contained Hydraulic Percussion Drill

GROUP 2: All Air Compressors (200 cu ft/min or greater), Bituminous Mixer, Concrete Mixer (21 cu. ft. or over), Welding Machine, Form Grader, Tractor (50 hp and over), Bull Float, Finish Machine, Outboard Motor Boat, Brakeman, Mechanic Tender, Whirly Oiler, Tract-air, Road Widening Trencher, Articulating Trucks

GROUP 3: Greaser on Grease Facilities servicing Heavy Equipment

GROUP 4: Bituminous Distributor, Cement Gun, Conveyor, Mud Jack, Paving Joint Machine, Pump, Tamping Machine, Tractor (under 50 hp), Vibrator, Oiler, Air Compressor (under 200 cu ft per minute), Concrete Saw, Burlap and Curing Machine, Hydro Seeder, Power Form Handling Equipment, Deckhand Oiler, Hydraulic Post Driver

SHEET METAL WORKER.....\$ 20.40 7.80

TRUCK DRIVER

Driver (3 Tons and Over), Driver (Truck Mounted Rotary Drill).....\$ 23.74	14.50
Driver (3 Tons and Under), Tire Changer and Truck Mechanic Tender.....\$ 23.53	14.50
Driver (Semi-Trailer or Pole Trailer), Driver (Dump Truck, Tandem Axle), Driver of Distributor.....\$ 23.40	14.50
Driver on Mixer Trucks (All Types).....\$ 23.45	14.50
Driver on Pavement Breakers.\$ 23.55	14.50
Driver, Euclid and Other Heavy Earth Moving Equipment and Low Boy.....\$ 24.31	14.50
Driver, Winch Truck and A- Frame when used in Transporting Materials.....\$ 23.30	14.50
Greaser on Greasing Facilities.....\$ 24.40	14.50
Truck Mechanic.....\$ 23.50	14.50
Truck Tender and Warehouseman.....\$ 23.20	14.50

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
7.0%	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4, 3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed. The notification shall be mailed to:

**Evelyn Teague, Regional Director
Office of Federal Contract Compliance Programs
61 Forsyth Street, SW, Suite 7B75
Atlanta, Georgia 30303-8609**

4. As used in this Notice, and in the contract resulting from this solicitation, the "**covered area**" is Morgan 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

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Section: 0001 - PAVING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	00003		CRUSHED STONE BASE	3,064.00	TON		\$	
0020	00005		GEOGRID REINFORCEMENT FOR SUBGRADE	6,029.00	SQYD		\$	
0030	00020		TRAFFIC BOUND BASE	1,000.00	TON		\$	
0040	00078		CRUSHED AGGREGATE SIZE NO 2	3,561.00	TON		\$	
0050	00100		ASPHALT SEAL AGGREGATE	6.56	TON		\$	
0060	00103		ASPHALT SEAL COAT	.78	TON		\$	
0070	00190		LEVELING & WEDGING PG64-22	1,386.00	TON		\$	
0080	00214		CL3 ASPH BASE 1.00D PG64-22	3,200.00	TON		\$	
0090	00388		CL3 ASPH SURF 0.38B PG64-22	820.00	TON		\$	
0100	02677		ASPHALT PAVE MILLING & TEXTURING	87.00	TON		\$	

Section: 0002 - ROADWAY

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0110	01000		PERFORATED PIPE-4 IN	258.00	LF		\$	
0120	01740		CORED HOLE DRAINAGE BOX CON-4 IN	43.00	EACH		\$	
0130	01810		STANDARD CURB AND GUTTER	3,526.50	LF		\$	
0140	01875		STANDARD HEADER CURB	182.00	LF		\$	
0150	02101		CEM CONC ENT PAVEMENT-8 IN	776.50	SQYD		\$	
0160	02159		TEMP DITCH	1,150.00	LF		\$	
0170	02200		ROADWAY EXCAVATION	5,394.00	CUYD		\$	
0180	02203		STRUCTURE EXCAV-UNCLASSIFIED	12.00	CUYD		\$	
0190	02242		WATER (FOR DUST CONTROL)	200.00	MGAL		\$	
0200	02351		GUARDRAIL-STEEL W BEAM-S FACE	137.50	LF		\$	
0210	02367		GUARDRAIL END TREATMENT TYPE 1	1.00	EACH		\$	
0220	02381		REMOVE GUARDRAIL	190.00	LF		\$	
0230	02429		RIGHT-OF-WAY MONUMENT TYPE 1	20.00	EACH		\$	
0240	02430		RIGHT-OF-WAY MONUMENT TYPE 1A	8.00	EACH		\$	
0250	02432		WITNESS POST	10.00	EACH		\$	
0260	02551		CONCRETE-CLASS A FOR STEPS	2.16	CUYD		\$	
0270	02555		CONCRETE-CLASS B	8.00	CUYD		\$	
0280	02562		TEMPORARY SIGNS	259.50	SQFT		\$	
0290	02585		EDGE KEY	136.00	LF		\$	
0300	02599		FABRIC-GEOTEXTILE TYPE IV	8,706.00	SQYD		\$	
0310	02600		FABRIC GEOTEXTILE TY IV FOR PIPE	5,667.00	SQYD	\$2.00	\$	\$11,334.00
0320	02619		HANDRAIL-TYPE A	20.00	LF		\$	
0330	02650		MAINTAIN & CONTROL TRAFFIC	1.00	LS		\$	
0340	02671		PORTABLE CHANGEABLE MESSAGE SIGN	2.00	EACH		\$	
0350	02676		MOBILIZATION FOR MILL & TEXT	1.00	LS		\$	
0360	02690		SAFELoading	11.70	CUYD		\$	
0370	02701		TEMP SILT FENCE	1,150.00	LF		\$	
0380	02703		SILT TRAP TYPE A	4.00	EACH		\$	
0390	02704		SILT TRAP TYPE B	4.00	EACH		\$	
0400	02705		SILT TRAP TYPE C	4.00	EACH		\$	
0410	02706		CLEAN SILT TRAP TYPE A	12.00	EACH		\$	

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LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0420	02707		CLEAN SILT TRAP TYPE B	12.00	EACH		\$	
0430	02708		CLEAN SILT TRAP TYPE C	12.00	EACH		\$	
0440	02720		SIDEWALK-4 IN CONCRETE	1,412.50	SQYD		\$	
0450	02726		STAKING	1.00	LS		\$	
0460	05952		TEMP MULCH	20,390.00	SQYD		\$	
0470	05953		TEMP SEEDING AND PROTECTION	11,195.00	SQYD		\$	
0480	05963		INITIAL FERTILIZER	.20	TON		\$	
0490	05964		20-10-10 FERTILIZER	.34	TON		\$	
0500	05985		SEEDING AND PROTECTION	8,978.00	SQYD		\$	
0510	05990		SODDING	352.00	SQYD		\$	
0520	05992		AGRICULTURAL LIMESTONE	3.71	TON		\$	
0530	06406		SBM ALUM SHEET SIGNS .080 IN	82.50	SQFT		\$	
0540	06407		SBM ALUM SHEET SIGNS .125 IN	34.50	SQFT		\$	
0550	06410		STEEL POST TYPE 1	151.00	LF		\$	
0560	06510		PAVE STRIPING-TEMP PAINT-4 IN	14,545.00	LF		\$	
0570	06514		PAVE STRIPING-PERM PAINT-4 IN	11,249.00	LF		\$	
0580	06571		PAVE MARKING-PAINT PARKING LOT	324.00	LF		\$	
0590	06574		PAVE MARKING-THERMO CURV ARROW	1.00	EACH		\$	
0600	06575		PAVE MARKING-THERMO COMB ARROW	1.00	EACH		\$	
0610	06600		REMOVE PAVEMENT MARKER TYPE V	54.00	EACH		\$	
0620	10020NS		FUEL ADJUSTMENT	6,288.00	DOLL	\$1.00	\$	\$6,288.00
0630	10030NS		ASPHALT ADJUSTMENT	15,795.00	DOLL	\$1.00	\$	\$15,795.00
0640	20071EC		JOINT ADHESIVE	5,000.00	LF		\$	
0650	21289ED		LONGITUDINAL EDGE KEY	2,848.00	LF		\$	
0660	22664EN		WATER BLASTING EXISTING STRIPE	7,888.00	LF		\$	
0670	23158ES505		DETECTABLE WARNINGS	512.00	SQFT		\$	
0680	24489EC		INLAID PAVEMENT MARKER	126.00	EACH		\$	
0690	24631EC		BARCODE SIGN INVENTORY	14.00	EACH		\$	
0700	24814EC		PIPELINE INSPECTION	3,453.00	LF		\$	

Section: 0003 - DRAINAGE

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0710	00521		STORM SEWER PIPE-15 IN	287.00	LF		\$	
0720	00522		STORM SEWER PIPE-18 IN	2,340.00	LF		\$	
0730	00524		STORM SEWER PIPE-24 IN	592.00	LF		\$	
0740	00528		STORM SEWER PIPE-36 IN	51.00	LF		\$	
0750	00529		STORM SEWER PIPE-42 IN	183.00	LF		\$	
0760	01202		PIPE CULVERT HEADWALL-15 IN	1.00	EACH		\$	
0770	01204		PIPE CULVERT HEADWALL-18 IN	1.00	EACH		\$	
0780	01214		PIPE CULVERT HEADWALL-42 IN	2.00	EACH		\$	
0790	01480		CURB BOX INLET TYPE B	30.00	EACH		\$	
0800	01484		CURB BOX INLET TYPE B-T	2.00	EACH		\$	
0810	01544		DROP BOX INLET TYPE 11	2.00	EACH		\$	
0820	01559		DROP BOX INLET TYPE 13G	3.00	EACH		\$	
0830	01568		DROP BOX INLET TYPE 13S	2.00	EACH		\$	
0840	01580		DROP BOX INLET TYPE 15	1.00	EACH		\$	
0850	01642		JUNCTION BOX-18 IN	1.00	EACH		\$	

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Section: 0004 - UTILITY - GASLINE RELOCATION

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0860	16008		G ENCASEMENT STEEL OPEN CUT RANGE 1	87.00	LF		\$	
0870	16015		G PIPE POLYETHYLENE/PLASTIC 02 INCH	1,590.00	LF		\$	
0880	16017		G PIPE POLYETHYLENE/PLASTIC 04 INCH	431.00	LF		\$	
0890	16022		G PIPE SPECIAL (1 1/4-IN)	58.00	LF		\$	
0900	16031		G SERVICE LONG SIDE 1 OR 1-1/4 INCH	1.00	EACH		\$	
0910	16034		G SERVICE LONG SIDE 3/4 INCH	5.00	EACH		\$	
0920	16039		G SERVICE SHORT SIDE 3/4 INCH	13.00	EACH		\$	
0930	16048		G TIE-IN SPECIAL (1 1/4-IN)	1.00	EACH		\$	
0940	16049		G VALVE POLYETHYLENE/PLASTIC 02 INCH	3.00	EACH		\$	
0950	16051		G VALVE POLYETHYLENE/PLASTIC 04 INCH	5.00	EACH		\$	
0960	16056		G VALVE SPECIAL (1 1/4-IN)	1.00	EACH		\$	
0970	16056		G VALVE SPECIAL (1-IN)	1.00	EACH		\$	
0980	16084		G TIE-IN W/BYPASS POLY/PLAS 02 INCH	1.00	EACH		\$	
0990	16086		G TIE-IN W/BYPASS POLY/PLAS 04 INCH	2.00	EACH		\$	

Section: 0005 - SEWER

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1000	15000		S BYPASS PUMPING	2.00	EACH		\$	
1010	15060		S FORCE MAIN PVC 06 INCH	180.00	LF		\$	
1020	15086		S LATERAL CLEANOUT	9.00	EACH		\$	
1030	15088		S LATERAL LONG SIDE 06 INCH	1.00	EACH		\$	
1040	15090		S LATERAL SHORT SIDE 06 INCH	8.00	EACH		\$	
1050	15091		S LATERAL SPECIAL (IDENTIFY, ASSESSMENT & INSPECT LATERALS)	1.00	EACH		\$	
1060	15092		S MANHOLE	7.00	EACH		\$	
1070	15093		S MANHOLE ABANDON/REMOVE	6.00	EACH		\$	
1080	15095		S MANHOLE CASTING STANDARD	10.00	EACH		\$	
1090	15099		S MANHOLE TAP EXISTING	1.00	EACH		\$	
1100	15101		S MANHOLE WITH DROP	2.00	EACH		\$	
1110	15112		S PIPE PVC 08 INCH	1,070.00	LF		\$	
1120	15570		S MANHOLE INST	1.00	EACH		\$	
1130	15576		S MANHOLE WITH DROP INST	1.00	EACH		\$	

Section: 0006 - LIGHTING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1140	04740		POLE BASE	9.00	EACH		\$	
1150	04820		TRENCHING AND BACKFILLING	2,000.00	LF		\$	
1160	20391NS835		ELECTRICAL JUNCTION BOX TYPE A	8.00	EACH		\$	
1170	21543EN		BORE AND JACK CONDUIT	557.00	LF		\$	

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LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1180	24901EC		PVC CONDUIT-2 IN-SCHEDULE 80	2,550.00	LF		\$	

Section: 0007 - WATERLINE

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1190	14003		W CAP EXISTING MAIN (REVISED: 12-1-17)	3.00	EACH		\$	
1200	14012		W ENCASMENT STEEL OPEN CUT RANGE 1	48.00	LF		\$	
1220	14015		W ENCASMENT STEEL OPEN CUT RANGE 4	52.00	LF		\$	
1230	14019		W FIRE HYDRANT ASSEMBLY	2.00	EACH		\$	
1240	14021		W FIRE HYDRANT REMOVE	2.00	EACH		\$	
1250	14028		W METER 3/4 INCH	20.00	EACH		\$	
1260	14039		W PIPE DUCTILE IRON 12 INCH (REVISED: 12-1-17)	1,370.00	LF		\$	
1270	14056		W PIPE PVC 02 INCH	75.00	LF		\$	
1280	14059		W PIPE PVC 06 INCH (REVISED: 12-1-17)	2,092.00	LF		\$	
1290	14062		W PIPE PVC 12 INCH (REVISED: 12-1-17)	357.00	LF		\$	
1300	14080		W SERV PE/PLST LONG SIDE 3/4 IN	11.00	EACH		\$	
1310	14085		W SERV PE/PLST SHORT SIDE 3/4 IN	17.00	EACH		\$	
1320	14086		W SERVICE SPECIAL (PE/PLST LONG SIDE 1 1/4 INCH)	1.00	EACH		\$	
1330	14089		W TAPPING SLEEVE AND VALVE SIZE 1 (8-IN OR LESS)	1.00	EACH		\$	
1340	14090		W TAPPING SLEEVE AND VALVE SIZE 2 (GREATER THAN 8-IN) (REVISED: 12-1-17)	2.00	EACH		\$	
1350	14094		W TIE-IN 06 INCH (REVISED: 12-1-17)	2.00	EACH		\$	
1360	14097		W TIE-IN 12 INCH (REVISED: 12-1-17)	2.00	EACH		\$	
1370	14102		W VALVE 02 INCH	2.00	EACH		\$	
1380	14104		W VALVE 04 INCH	1.00	EACH		\$	
1390	14105		W VALVE 06 INCH	7.00	EACH		\$	
1400	14108		W VALVE 12 INCH	4.00	EACH		\$	
1410	14131		W METER SPECIAL (VARIOUS SIZES) (REVISED: 12-1-17)	6.00	EACH		\$	

Section: 0008 - DEMOBILIZATION &/OR MOBILIZATION

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1420	02568		MOBILIZATION	1.00	LS		\$	
1430	02569		DEMOBILIZATION	1.00	LS		\$	