



CALL NO. 103

CONTRACT ID. 171242

GRANT COUNTY

FED/STATE PROJECT NUMBER STP 5206 (010)

DESCRIPTION JONESVILLE ROAD (KY 36)

WORK TYPE GRADE & DRAIN WITH ASPHALT SURFACE

PRIMARY COMPLETION DATE 11/2/2018

LETTING DATE: October 27,2017

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN DAYLIGHT TIME October 27,2017. Bids will be publicly announced at 10:00 AM EASTERN DAYLIGHT TIME.

PLANS AVAILABLE FOR THIS PROJECT.

DBE CERTIFICATION REQUIRED - 6%

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

TABLE OF CONTENTS

PART I	SCOPE OF WORK
	<ul style="list-style-type: none">• PROJECT(S), COMPLETION DATE(S), & LIQUIDATED DAMAGES• CONTRACT NOTES• FEDERAL CONTRACT NOTES• ASPHALT MIXTURE• DGA BASE• DGA BASE FOR SHOULDERS• INCIDENTAL SURFACING• FUEL AND ASPHALT PAY ADJUSTMENT• ASPHALT PAVEMENT RIDE QUALITY CAT A• COMPACTION OPTION A• SPECIAL NOTE(S) APPLICABLE TO PROJECT• PIPELINE INSPECTION• TREE REMOVAL• TRAFFIC CONTROL PLAN• RIGHT OF WAY NOTES• UTILITY IMPACT & RAIL CERTIFICATION NOTES• GENERAL UTILITY NOTES• WATER STANDARD UTILITY BID ITEMS• WATERLINE SPECS• SEWER STANDARD UTILITY BID ITEMS• DEPT OF ARMY - NATIONWIDE PERMIT• KPDES STORM WATER PERMIT, BMP AND APPROVAL LETTER• GUARDRAIL DELIVERY VERIFICATION SHEET
PART II	SPECIFICATIONS AND STANDARD DRAWINGS
	<ul style="list-style-type: none">• SPECIFICATIONS REFERENCE• SUPPLEMENTAL SPECIFICATION• [SN-1I] PORTABLE CHANGEABLE SIGNS• [SN-11M] SPECIAL NOTE FOR BARCODES ON PERMANENT SIGNS
PART III	EMPLOYMENT, WAGE AND RECORD REQUIREMENTS
	<ul style="list-style-type: none">• FEDERAL-AID CONSTRUCTION CONTRACTS - FHWA 1273• NONDISCRIMINATION OF EMPLOYEES• EXECUTIVE BRANCH CODE OF ETHICS• PROJECT WAGE RATES LOCALITY 3 / FEDERAL• NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EEO GRANT
PART IV	INSURANCE
PART V	BID ITEMS

PART I
SCOPE OF WORK

ADMINISTRATIVE DISTRICT - 06

CONTRACT ID - 171242

STP 5206 (010)

COUNTY - GRANT

PCN - DE04100361742

STP 5206 (010)

JONESVILLE ROAD (KY 36) (MP 13.700) ROADWAY IMPROVEMENTS AT KY 36 FROM US 25 AT WILLIAMSTOWN TO APPROXIMATELY 1 MILE EAST OF HEEKIN CLARKS ROAD (MP 14.761), A DISTANCE OF 02.90 MILES.GRADE & DRAIN WITH ASPHALT SURFACE SYP NO. 06-00411.00.

GEOGRAPHIC COORDINATES LATITUDE 38:37:33.00 LONGITUDE 84:34:24.00

COMPLETION DATE(S):

COMPLETED BY 11/02/2018

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.

ASPHALT MIXTURE

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

DGA BASE

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

DGA BASE FOR SHOULDERS

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

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

INCIDENTAL SURFACING

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

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.

ASPHALT PAVEMENT RIDE QUALITY CATEGORY A

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

OPTION A

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

Contrary to the Plans and Cross Section Sheets the Utility Poles associated to the wires directly spanning I-75 will not be relocated. These two poles are to remain in place and be graded around to such a degree that they are still accessible by a bucket truck for routine maintenance by the utility companies.

All three gore areas are to be graded such that all three are mowable and have no more than a 3:1 slope from KY 36. The Cross Sections were developed to completely remove the mound in the gore area on the southwest quadrant of the interchange. To save the pole and the utility crossing in this quadrant additional fill material might need to be hauled from the north east quadrant to complete Skyway Drive.

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

SPECIAL NOTE

For Tree Removal

**Grant County
Intersection Improvements of KY-36 and I-75
Item No. 6-411**

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

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

KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
TRAFFIC MANAGEMENT PLAN

County: Grant Item No.: 6-411.00

Federal Project No.: SP 5206 (10), FD52 041 0036 013-015

Project Description:

I-75 / KY 36 Interchange Reconstruction

Roadway Classification: Urban Rural
 Local Collector Arterial Interstate

ADT (Current) 52,800 AM Peak Current _____ PM Peak Current _____

Project Designation: Significant Other: _____

Traffic Control Plan Design:

Taper and Diversion Design Speeds 65 mph

Minimum Lane Width 12 ft. Minimum Shoulder Width NA

Minimum Bridge Width NA

Minimum Radius 950 ft. Maximum Grade 3.2%

Minimum Taper Length 140 ft. Minimum Intersection LOS F

Existing Traffic Queue Lengths NA Projected Traffic Queue Lengths NA

Comments:

Access to the business on KY 36 must be maintained at all times.

**KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
TRAFFIC MANAGEMENT PLAN
GRANT COUNTY, ITEM 6-411.00
I-75 / KY 36 INTERCHANGE**

Public Information Plan (PIP) and Temporary Traffic Control Plan (TTCP)

The following PIP and TTCP will cite the word "Referenced". This infers to this document as well as all bidding documents associated to the respective project, including but not limited to the Construction Plan Set, Capture all Promises – "CAP", KYTC Specifications, KYTC Standard Drawings, KYTC Sepia Drawings, KYTC Policy and Procedures for Safety and Mobility through Work Zones, Manual on Uniform Traffic Control Devices, FHWA's Guidance for Developing and Implementing Traffic Management Plans. (All being of Current Edition)

1) Public Information Plan

- | | |
|--|--|
| a) Prepared by | <input checked="" type="checkbox"/> KYTC or <input type="checkbox"/> _____ |
| b) Identify Trip Generators | Referenced; Trip Generators include local residential and business traffic, school buses, emergency responders |
| c) Identify Types of Road Users | Referenced; Cars, Trucks, School Buses |
| d) Public Information Message | Referenced; See Below |
| e) Public Information Strategies to be used | Referenced; See Below |
| f) Railroad Involvement | Referenced; See Below |
| g) Address Pedestrians, Bikes & Mass Transit | Referenced; See TTCP |
| h) Address Timing, Frequency, Updates, Effectiveness of Plan | Referenced; See TTCP |

The primary goal of the Public Information Plan (PIP) is to inform the motoring public and area stakeholders of project information including Temporary Traffic Control Plan (TTCP). The KYTC District Six Public Information Officer (PIO) will coordinate and disseminate to stakeholders and the media appropriate information regarding construction plans.

Local Stakeholders

- Officials
 - State Senator Damon Thayer
 - State Representative Brian Linder
 - County Judge Executive Stephen Wood
 - Williamstown Mayor Rick Skinner

- Local Agencies
 - Grant County Public Schools
 - Grant County Police and Fire

**KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
TRAFFIC MANAGEMENT PLAN
GRANT COUNTY, ITEM 6-411.00
I-75 / KY 36 INTERCHANGE**

- **Utility Companies**
 - Local utility companies are kept apprised of all new projects by District 6 and are invited to all pre-construction meetings
 - Most utilities are City of Williamstown owned

Trucking Firms and Out of State Stakeholders

Information will be distributed electronically to trucking firms via Director ? at the Department of Vehicle Registration (502-564-4540, *provide email*)? . Information will also be posted on the 511 website (www.511.ky.gov) and on the 511 telephone information system.

Presentation

A project description including anticipated schedule will be provided to the media, stakeholders and other emergency service agencies via e-mail prior to construction. Information will be provided to these groups via traffic advisories, press releases, and the District 6 website.

Media Strategies

The following media will be contacted at the beginning of the construction project at key construction transitions points during construction and at the end of construction:

Points of Media Contact

- Newspapers: *Grant County News*
- Radio: *Cincinnati Market*
- Television / Cable: *Cincinnati Market*

Milestones to Contact Media

Media shall be contacted immediately prior to construction and updated throughout construction, and at significant transitions of construction phases.

Public Information Message

Notifications of the closures and detours will be provided a minimum of one week advance notice. Appropriate time notification will be provided to the *Cincinnati Enquire* with respect to their days of publication. Further, variable message boards will be used throughout the community for notice.

**KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
TRAFFIC MANAGEMENT PLAN
GRANT COUNTY, ITEM 6-411.00
I-75 / KY 36 INTERCHANGE**

2) Temporary Traffic Control Plan (TTCP)

Phase 1

Description of Phase Activities

1. Construct south side of KY 36
2. Construct new Skyline Drive
3. Construct west side of Ramp A
4. Construct east side of Ramp C

Lane Use on Maintained Roads

Two-way, One-Lane traffic on KY 36.
Two Lanes of traffic on I-75 must be maintained at all times

Key Access Points

Arc Encounter

a) Is Road Closure Allowed?	No
b) Detour Conditions	No
c) Working Hour Restrictions	No
d) Holiday or Special Event Work Restrictions	No
e) Evaluation of Intersection LOS	N/A – Deleted thru remainder of Phases
f) Evaluation of Queue Lengths	N/A – Deleted thru remainder of Phases
g) Evaluation of User Costs & Incentives / Disincentives	No
h) Method of Project Bidding	Construction
i) Address Drop-Off Protection Criteria	Referenced
j) Temporary Barrier Requirements	Referenced
k) Evaluation of Existing Guardrail Conditions N/A.	Referenced;
l) Address Temporary Drainage	Referenced; Contractor to follow BMPs
m) Special Notes	N/A
n) Address Pedestrians, Bikes & Mass Transit	There is currently no Pedestrian or dedicated bike facilities on KY 36

Phase 2

Description of Phase Activities

1. Construct north side of KY 36

**KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
TRAFFIC MANAGEMENT PLAN
GRANT COUNTY, ITEM 6-411.00
I-75 / KY 36 INTERCHANGE**

Lane Use on Maintained Roads

Shift all KY 36 thru traffic to new construction

Key Access Points to Maintain

Arc Encounter

a) Is Road Closure Allowed?	No
b) Detour Conditions	No
c) Working Hour Restrictions	No
d) Holiday or Special Event Work Restrictions	No
g) Evaluation of User Costs & Incentives / Disincentives	Referenced
h) Method of Project Bidding	Referenced
i) Address Drop-Off Protection Criteria	Referenced
j) Temporary Barrier Requirements	Referenced
k) Evaluation of Existing Guardrail Conditions	Referenced
l) Address Temporary Drainage	Referenced; Contractor to follow BMPs
m) Special Notes	Referenced in Plan Set.
n) Address Pedestrians, Bikes & Mass Transit	Referenced;

Phase 3

Description of Phase Activities

1. Place final surface

Lane Use on Maintained Roads

All lanes open

Key Access Points to Maintain

Arc Encounter

a) Is Road Closure Allowed?	No
b) Detour Conditions	No
c) Working Hour Restrictions	No
d) Holiday or Special Event Work Restrictions	No
g) Evaluation of User Costs & Incentives / Disincentives	No
h) Method of Project Bidding	Referenced
i) Address Drop-Off Protection Criteria	Referenced
j) Temporary Barrier Requirements	Referenced
k) Evaluation of Existing Guardrail Conditions	Referenced
l) Address Temporary Drainage	Referenced; Contractor to follow BMPs

KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
TRAFFIC MANAGEMENT PLAN
GRANT COUNTY, ITEM 6-411.00
I-75 / KY 36 INTERCHANGE

- m) Special Notes Referred in Plan Set.
- n) Address Pedestrians, Bikes & Mass Transit Referred;

APPROVAL:


 _____ 8-11-17
Project Manager Date


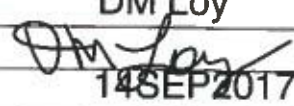
 _____ 8/11/17
TEBM for Project Delivery (Construction) Date

 _____ 8/17/17
TEBM for Engineering Support Services (Traffic) Date

_____ Date
FHWA Representative

Revisions to the TMP require review/approval by the signatories.

	KENTUCKY TRANSPORTATION CABINET Department of Highways DIVISION OF RIGHT OF WAY & UTILITIES	TC 62-226 Rev. 01/2016 Page 1 of 1
RIGHT OF WAY CERTIFICATION		

<input checked="" type="checkbox"/>	Original	<input type="checkbox"/>	Re-Certification	RIGHT OF WAY CERTIFICATION			
ITEM #		COUNTY		PROJECT # (STATE)		PROJECT # (FEDERAL)	
06-411.00		Grant		FD52 12FO 041 8666401R		00STP5288001	
PROJECT DESCRIPTION							
IMPROVE KY 36 FROM I-75 @WILLIAMSTOWN TO APPROXIMATELY 1 MILE WEST OF HEEKIN CLARKS ROAD.							
<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 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 checked="" 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		4	EXCEPTION (S) Parcel #		ANTICIPATED DATE OF POSSESSION WITH EXPLANATION		
Number of Parcels That Have Been Acquired		3					
Signed Deed		3					
Condemnation		0					
Signed ROE		1	Parcel 11				
Notes/ Comments (Use Additional Sheet if necessary)							
Parcel 11 - Signed Right of Entry Agreement by property owner. Waiting on exchange on an active project approval from Central Office.							
LPA RW Project Manager				Right of Way Supervisor			
Printed Name				Printed Name		Mike Bezold	
Signature				Signature			
Date				Date		09/14/2017	
Right of Way Director				FHWA			
Printed Name		DM Loy		Printed Name		No Signature Required	
Signature				Signature		as per FHWA-KYTC	
Date		14SEP2017		Date		Current Stewardship Agreement	

UTILITIES AND RAIL CERTIFICATION NOTE

**GRANT COUNTY, 00STP 05288 002
FD52 041 86664 01U
KY-36 FROM I-75 TO 1 MILE EAST OF HEEKIN CLARKS ROAD
SIX YEAR PLAN ITEM NUMBER 06-0411.00**

GENERAL PROJECT NOTE ON UTILITY PROTECTION

Damage to Utilities

Any intentional or accidental disruption of service due to damage to sewer or water mains caused by any of the contractor's operations without three days advance notice to the utility owner shall be cause for the Cabinet to charge liquidated damages in the amount of five thousand dollars per day (\$5,000/day) per occurrence against the contractor until such time as the utility main is restored.

Any intentional or accidental disruption of any individual water or sewer service caused by any of the contractor's operations without three days advance notice to the utility owner shall be cause for the Cabinet to charge liquidated damages in the amount of five hundred dollars per day (\$500/day) per occurrence against the contractor until such time as service is restored.

In the case of a main disruption, liquidated damages shall be charged at the main disruption rate only. Liquidated damages shall not be charged in addition for service disruptions when a main disruption is involved.

Flowable Fill Requirement

The road contractor **MUST** use flowable fill as the backfill media any place gas, water and sewer lines cross under existing or proposed roadway surfaces. It should also be noted that the cost of the flowable fill shall be incidental to the cost of the gas, water or sewer line being installed.

External Utility Permits

Kentucky Division of Water permits for water and sanitary sewer relocation construction are inserted in the project proposal.

Abandoned Utilities

The contractor shall safeload the entire length of all abandoned pipes 6 inches in diameter and larger under proposed pavement and under any existing pavement that is to remain. The contractor shall safeload the entire length of all abandoned pipes 15 inches and larger which will be located outside of proposed pavement but within project limits. A "Safeloading" bid item has been included in the road contract. The safeloading criteria above shall be observed unless otherwise directed by the Section Engineer or his representative.

Utility Phasing

The contractor should be aware that some utilities will need to be relocated first to accommodate the relocation of others. The contractor should review the plans and draw his own conclusions as to the phasing of the work of various utilities. The contractor should pay close attention to the proximity of construction of new facilities when working in the vicinity of existing water mains to prevent blow-outs.

UTILITIES AND RAIL CERTIFICATION NOTE

**GRANT COUNTY, 00STP 05288 002
FD52 041 86664 01U
KY-36 FROM I-75 TO 1 MILE EAST OF HEEKIN CLARKS ROAD
SIX YEAR PLAN ITEM NUMBER 06-0411.00**

Road Construction Field Adjustments To Accommodate Utilities

Some minor adjustments to road work may be required in the field to work around some poles and other utility infrastructure. The road contractor should discuss any adjustments with the Section Engineer or his inspector as they arise. The adjustments anticipated are to ditches and other such minor items so that poles and such are not in the center bottom of ditches where debris may collect.

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

The nature of the location of the project will require the contractor to work around multiple underground and overhead utilities. The contractor shall use caution to avoid damage to these utilities.

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

THE FOLLOWING COMPANIES ARE RELOCATING/ADJUSTING THEIR UTILITIES WITHIN THE PROJECT LIMITS AND WILL BE COMPLETE PRIOR TO CONSTRUCTION

No utilities will have been relocated prior to construction. Sanitary sewer and water facilities are to be relocated by the road contractor. Gas, electric, CATV, and telephone facilities will be relocated by the utility owner concurrently with the road construction.

THE FOLLOWING COMPANIES HAVE FACILITIES TO BE RELOCATED/ADJUSTED BY THE COMPANY OR THE COMPANY'S SUBCONTRACTOR AND IS TO BE COORDINATED WITH THE ROAD CONTRACT

City of Williamstown Electric and CATV, and Cincinnati Bell Telephone have overhead facilities that will be relocated by the utility owners concurrently with road construction. **Duke Energy Gas has underground facilities that will be relocated by the utility owner concurrently with road construction. The Department estimates the relocation of these utilities will be complete by July 1, 2018. This date is an estimation. The successful contractor should be aware that relocations by these utility owners may not be complete by this date should unforeseen extenuating circumstances arise.** The road contractor will be required to coordinate and cooperate with these utility owners and their contractors until completion of their work.

City of Williamstown Sanitary Sewer Force Main relocation is currently under construction by a contractor working for the City. The force main work and abandonment of the existing force main within the project limits should be complete by January 1, 2018. The existing proposed force main alignment is shown on the water and sanitary sewer relocation plans.

UTILITIES AND RAIL CERTIFICATION NOTE

**GRANT COUNTY, 00STP 05288 002
FD52 041 86664 01U
KY-36 FROM I-75 TO 1 MILE EAST OF HEKIN CLARKS ROAD
SIX YEAR PLAN ITEM NUMBER 06-0411.00**

The Department will consider submission of a bid as the Contractor’s agreement to not make any claims for additional compensation due to delays or other conditions created by the operations of the City of Williamstown, Cincinnati Bell and/or Duke Energy Gas. Working days will not be charged for those days on which work on City of Williamstown, Cincinnati Bell and/or Duke Energy Gas facilities is delayed, as provided in the current edition of the KY Standard Specifications for Road and Bridge Construction. Should a difference of opinion arise as to the rights of the Contractor and others working within the limits of, or adjacent to the project, the KYTC Section Engineer will decide as to the respective rights of the various parties involved in order to assure the completion of the Department’s work in general harmony and in a satisfactory manner, and his decision shall be final and binding upon the Contractor.

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

City of Williamstown Water and Sewer facilities are to be relocated by the road contractor using plans inserted into the road construction plans and specifications inserted into the project proposal. Appropriate utility bid items have been included in the contract bid documents.

Notes:

- Utility pipeline fittings are not bid as separate pay items in new utility main installations in this contract. Fittings are considered incidental to pipe and other items.
- Bidding contractors should note that several other items of pay have been modified from previous road contracts. The contractor should thoroughly review the Standard Utility Bid Item Descriptions for each utility discipline included in the contract. These bid item descriptions are included elsewhere in the project proposal.

THE FOLLOWING RAIL COMPANIES HAVE FACILITIES IN CONJUNCTION WITH THIS PROJECT AS NOTED

No Rail Involved **Minimal Rail Involved (See Below)** **Rail Involved (See Below)**

UNDERGROUND FACILITY DAMAGE PROTECTION – BEFORE YOU DIG

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

UTILITIES AND RAIL CERTIFICATION NOTE

**GRANT COUNTY, 00STP 05288 002
FD52 041 86664 01U
KY-36 FROM I-75 TO 1 MILE EAST OF HEEKIN CLARKS ROAD
SIX YEAR PLAN ITEM NUMBER 06-0411.00**

instructed to contact KY 811 for the location of existing underground utilities. Contact shall be made a minimum of two (2) and no more than ten (10) business days prior to excavation.

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

SPECIAL CAUTION NOTE – PROTECTION OF UTILITIES

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.

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

AREA UTILITIES CONTACT LIST

<u>Utility Company/Agency</u>	<u>Contact Name</u>	<u>Contact Information</u>
-------------------------------	---------------------	----------------------------

UTILITIES AND RAIL CERTIFICATION NOTE

**GRANT COUNTY, 00STP 05288 002
FD52 041 86664 01U
KY-36 FROM I-75 TO 1 MILE EAST OF HEKIN CLARKS ROAD
SIX YEAR PLAN ITEM NUMBER 06-0411.00**

**UTILITY CONTACT INFORMATION WILL BE PROVIDED AT THE PRECONSTRUCTION
CONFERENCE.**

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

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

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

PROTECTION OF EXISTING UTILITIES

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

PREQUALIFIED UTILITY CONTRACTORS

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

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

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

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

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

CONTRACT ADMINISTRATION RELATIVE TO UTILITY WORK

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

SUBMITTALS AND CORRESPONDENCE

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

ENGINEER

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

INSPECTOR OR RESIDENT PROJECT REPRESENTATIVE

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

NOTICE TO UTILITY OWNERS OF THE START OF WORK

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

UTILITY SHUTDOWNS

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

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

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

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

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

STATIONS AND DISTANCES

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

RESTORATION

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

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

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

MATERIAL

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

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

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

SECURITY OF SUPPLIED MATERIALS

If any utility materials are to be supplied by the utility owner, it will be the responsibility of the utility contractor to secure all utility owner supplied materials after delivery to the project site. The utility

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

Standard Water Bid Item Descriptions

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

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

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

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

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

W 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.

SECTION IV

Technical Specifications for Water Distribution & Sanitary Sewers

1. **Scope of Work**

The work to be performed consists of the furnishing of all materials, equipment, tools, supplies, services, labor and installation, complete, of the sewers and appurtenances as shown on the plans and profiles accompanying the specifications and contract documents and as may be further set out in any special provisions, addenda and change orders.

2. **Materials**

A. **Concrete**

All concrete shall be ready-mixed, meeting A.S.T.M. specification C-94 and as set out in the specifications hereinafter. The classes of concrete required and the items to be constructed of the various classes of concrete are as follows:

1. Class "A" – any reinforced concrete construction, manholes, piers, sewer bridges and special structures as detailed, unless otherwise called for on plans or in the specifications. Class "A" concrete shall have a twenty-eight (28) day compressive strength of three thousand five hundred (3,500) psi.
2. Class "B" – encasement around pipes and risers, trench blocking for connections, cradles, collars and unreinforced concrete construction, unless otherwise called for on plans or in the specifications. Class "B" concrete shall have a twenty-eight (28) day compressive strength of two thousand five hundred (2,500) psi.
3. Class "C" – concrete fill as called for on plans or in the specifications. Class "C" concrete shall have a twenty-eight (28) day compressive strength of one thousand-one hundred (1,100) psi.

Where class of concrete is not called for on the plans or elsewhere in the specifications, the class shall be "A".

B. **Granular Pipe Bedding**

Granular material for bedding pipe shall consist of clean, natural, unwashed sand, crushed gravel or crushed stone, free from cementitious substances and flat or flaky particles in an amount sufficient to cause

caking or packing, thereby forming a yielding or uneven support for the pipe. All material shall be of such sizes that one hundred percent (100%) will pass a three-quarter (3/4) inch screen and ninety-five percent (95%) will be retained on a #4 sieve. Crushed gravel and stone chips shall be considered as meeting this materials requirement.

C. Granular Backfill

Granular material for backfill above the pipe shall be clean, natural, unwashed crushed gravel, sand, or crushed stone, ranging in size from medium gravel to the medium sand with one hundred percent (100%) passing a on (1) inch screen and ninety percent (90%) being retained by a #60 sieve.

D. Sand

Sand material for bedding pipes or for backfill shall be clean, natural, unwashed sand, graded from fine to coarse and shall contain not more than ten percent (10%) by weight of clay and loam combined. All material shall pass a three-quarter (3/4) inch screen and not less than ninety-five percent (95%) shall pass a #4 sieve. Bank-run or pit-run sand that is clean and does not contain large pieces shall be considered as meeting this materials requirement.

E. Excavation Material for Compacted Backfill

Any material from excavation of trenches which are desired to be used for (a) replacement of unsuitable subgrade or foundation material, rock, shale or other material removed below pipe elevations; (b) pipe bedding; or (c) backfill above pipes which is to be compacted, shall be clean and shall be of such composition that said material can be compacted to ninety-five percent (95%) relative density with near optimum water content.

3. Construction Units

Construction units as distinguished from materials consist of fabricated units, delivered to the job ready for use in the work.

A. Ductile Iron Pipe and Fittings

Where ductile iron pipe is required, it shall conform to A.N.S.I. Standard A21. 50, unless a stronger class is called for. Fittings shall conform to A.N.S.I. Standard A21. 10, and A21.11.

All pipe and fittings shall be lined internally with cement mortar conforming to A.N.S.I. Standard A21.4.

B. Polyvinyl Chloride Pipe (PVC) and Fittings

PVC Water Main Pipe shall conform to AWWA C900, DR 14, rated at 200 psi.

PVC Gravity Pipe shall conform to A.S.T.M. D-3034, SDR 35 or A.S.T.M. F-794 with a minimum stiffness of 46 psi, or ASTM F949, A-2000.

PVC Force Main Pipe shall be in accordance with A.S.T.M. D2241, SDR 26 rated at 160 psi.

C. High Density Polyethylene Pipe (HDPE)

HDPE Water Main Pipe (Carrier Pipe in Road Crossings) shall be in accordance with AWWA C906, ASTM 714, DR 11, rated at 200 psi.

HDPE Gravity Pipe (Carrier Pipe in Road Crossings) shall be in accordance with AWWA C906, ASTM 714, DR 11, rated at 200 psi.

HDPE Gravity Pipe shall be in accordance with AWWA C906, ASTM 714, DR 13.5, rated at 160 psi.

D. Joints

Joints for pipe shall be as follows, unless otherwise called for on the plans or elsewhere in the specifications.

- 1) Ductile Iron Pipe Joints shall be of the roll-on rubber ring type as standard with the pipe manufacturer and approved by the Engineer, where below ground. Where the pipe is above ground, the joints shall be mechanical or flanged, unless otherwise called for on the plans or elsewhere in the specifications. Mechanical joints shall conform to A.N.S.I. Standard A21.11, and have retainer glands at elbows, bends, tees and crosses, unless concrete blocking is called for and used. Flanged joints shall conform to A.N.S.I. Standard B16.1, with Greylock gaskets.
- 2) PVC joints shall be of the bell and spigot type, in accordance with ASTM D3139 and ASTM F477 for pressure pipe and ASTM D3212 for gravity pipe.
- 3) HDPE joints shall be of the butt fused type per ASTM D2657.
- 4) PVC to HDPE Transition Couplings shall be Aquamine Series 2971 or Equal.

E. Steel Casing Pipe, Spacers, & End Seal

Steel Casing Pipe for Road Crossings shall be 3/8" steel casing pipe with a minimum yield strength of 35,000 psi. The minimum inside diameter of the casing pipe shall be at least 6" greater than the outside diameter of the carrier pipe joints or couplings.

Carrier Pipe Spacers shall be PSI Casing Spacers, Model S8G-2 or equal.

End Seals shall be PSI Casing End Seals, Model C, 1/8" Rubber or equal.

F. Gate Valves

Water Main Gate Valves shall be resilient seated, rated at 250 psi and conform to AWWA C509. Force Main Gate Valves shall be resilient seated, rated at 200 psi and conform to AWWA C500. Valve boxes shall be a cast iron screw type with a cast iron screw type and a cast iron cover marked "WATER". A 4"x24"x24" concrete pad shall be installed around each valve box.

G. Fire Hydrants

Fire Hydrants shall be Mueller Co. Centurion, Model A-423 or equal installed in accordance with the "Typical Fire Hydrant Assembly" Detail. Anchoring Pipe shall be 6" Clow No. F-1216 with roto-ring glands or equal.

H. Precast Manhole Sections

Where precast manhole sections are required, they shall conform to A.S.T.M. Specification C-478, with such additional requirements as may be set forth on the plans, details or special provisions.

Joints between sections shall be bell and spigot or tongue and groove type with the O-ring gaskets conforming to A.S.T.M. Specifications C-443 or flexible butyl rubber joint sealant.

I. Manhole

Bases for standard and drop manholes shall be precast reinforced concrete sections. Wall thickness and reinforcing shall be the same as specified for manhole barrel sections. Floor thickness shall be a minimum of six (6) inches with mesh reinforcement of 0.40 square inches per square foot, both ways. Concrete shall be three thousand five hundred (3,500) psi. Manhole bases shall be as manufactured by Aerocrete, Durocrete, Price Brothers, or approved equal.

When precast manhole bases are used, the sewer invert and bench shall be poured separately to the dimensions shown on the standard detail sheet.

Precast bases shall have rubber or neoprene openings to receive the sewer pipe. Joints shall be standard manufacturers products specifically designed for this purpose. Joints shall allow for pipe alignment of up to fifteen (15) degrees deflection.

J. Manhole Base Alternate

Cast in place bases may be used only when constructing a manhole over an existing sewer or with advance approval from the Engineer.

All bases shall be cast-in-place monolithic concrete, 3,500 psi. Where the sewer pipe or pipes enter and leave the manhole, the invert channel or channels shall be smooth and semi-circular in cross-section of the same diameter of the pipe leaving the manhole. The channel or channels may be formed directly in the concrete, may be half-tile laid in the concrete, or may be constructed by laying the pipe sections continuously through the manhole and breaking out completely the top half of the sections after the concrete has hardened.

The channel edges shall be trimmed neatly and shall not protrude into the sewer. Changes of direction of flow or sewer centerline within the manhole shall be made by forming the invert channel or channels along a smooth curve with as large a radius as the inside dimension of the manhole will allow, maintaining the semi-circular cross-section referred to above. The floor or bench of the manhole outside of the channel or channels shall be smooth and slope toward the channel or channels not less than one (1) inch per foot. The floor shall have no level surfaces.

The first joint outside the manhole, in any direction, of any pipe shall be approximately six (6) inches beyond the limits of the base unless otherwise directed by the Engineer.

K. Manhole Steps

All manhole steps shall be steel reinforcing rod encapsulated in polypropylene plastic conforming to the requirements to A.S.T.M. Specifications C-478.

Steel rods shall be three-eighth (3/8) inch minimum diameter conforming to A.S.T.M. Specification A-615

L. Manhole Frames and Covers and Other Iron Castings

All manhole frames and covers shall be of cast iron, conforming to A.S.T.M. Specification A-48, Class 30 or better. Neenah Foundry Company R-1733 or equal shall be considered standard, with the words

“SANITARY SEWER” cast in all covers, plainly visible. In addition, each frame shall have four (4) one (1) inch diameter holes equally spaced for attachment of the frame to the manhole. Other types of frames and covers and other details shall be as shown on the plans or described in the Special Provisions. Manhole frames and covers shall have a minimum total weight of four hundred (400) pounds. All lids shall be interchangeable with existing frames.

K. Brick

All brick used in sewers that will not be in direct contact with sewage may be of concrete, conforming to A.S.T.M. Specification C-55, Grade A. Where concrete blocks are used in manholes and structures, they shall conform to A.S.T.M. Specification C-139, sold units interlocking type.

4. Excavation

A. General

The contractor shall perform all excavation, including clearing and grubbing, necessary or required, for the construction of the sewers and appurtenances. The excavation shall include the removal and disposal of all materials of whatever nature encountered, including water and all obstructions that would interfere with the proper construction and completion of the sewers and appurtenances.

B. Clearing and Grubbing

The contractor shall clear within the limits of the sewer easement, only the limited amount of brush, hedges, trees (unless designated as not to be disturbed), stumps, logs and loose or projecting material what will allow the construction work to be completed.

All timber shall be cut into logs of less than twenty (20) feet length and neatly stacked. Unless otherwise specified, timber shall remain the property of the owner over whose property the easement has been obtained. All other limbs and brush shall be cut to lengths not exceeding twenty (20) feet, stacked or otherwise disposed of in a manner satisfactory to the Engineer. Stumps shall be removed and disposed of off-site.

Grubbing shall be required where in the opinion of the Engineer it is necessary, within the limits of excavation, in order to satisfactorily install the sewers and appurtenances and backfill the excavations.

All fences shall be temporarily removed where crossing the sewer easement, and shall be completely restored to a serviceable condition after construction work has been completed. Materials used in the fences shall be equal to or better than the original materials. Temporarily closures

shall be kept in place where livestock are in evidence. Trees not to be disturbed shall be protected from harm by machinery, materials or the construction work.

C. Excavation

Excavation shall include the removal and subsequent handling of all materials required for the installation of the sewer. This includes, but is not limited to, earth, loose rock, vegetation, debris, junk, brick, stone and other foreign matter encountered within the excavation, and soil of any moisture content whatsoever encountered.

D. Blasting

When blasting is necessary and authorized, in writing, by the Engineer, the contractor shall use utmost care not to endanger life and property. The contractor shall furnish adequate blasting and liability insurance as determined by the Owner and comply with local and state safety codes in effect at the time of the work, shall observe the recommendations set forth in Employers Mutual, Factory Mutual or Associated General Contractors safety manuals and shall be completely responsible for all blasting operations.

Blasting shall only be done by Kentucky certified blaster. Explosives and caps shall be kept in separate locked metal boxes, painted a bright color and stenciled with approved warning signs. When not in use, explosives and caps shall be store in separate magazines. Whenever a blast is to be made, signals warning persons of danger shall be used over blast area to confine all material lifted by blasting.

Excessive blasting or overshooting will not be permitted. Any material outside the authorized excavation limits which is shattered or loosened by blasting shall be removed at the contractor's expense. The engineer shall have the authority, with notice, to order blasting stopped if the method or amount is causing overshooting or is dangerous to life or destructive to property.

E. Trenches

The excavation of trenches from the ground surface down to the top of the pipe to be placed shall be of the necessary width to properly provide working space and maintain natural stability of the trench walls if possible. Where not possible, the width shall be at least as wide as the following specified width at the top to the pipe and the trench walls braced with jacks or shores if natural stability is not sufficient.

The trench width at the top of the pipe and from this point to the trench bottom shall be such that the clear space on each side of the pipe does not exceed twelve (12) inches, when the class of pipe bedding is "ordinary".

If the bedding is to be other than “ordinary”, special details and instruction will be found on the plans and detail sheet or in the Special Provisions. Whenever the contractor allows the trench width to exceed the maximum specified at the top to the pipe, he shall provide, at his own expense, cradling, encasement or special bedding as required by the Engineer for the particular circumstances.

The trench bottom shall be formed as follows, unless otherwise called for in the Special Provisions or details on the plans: The trench bottom shall be excavated to a point that undercuts the entire pipe a minimum of four (4) inches, including the joints. The undercut shall be backfilled with sand, limestone chips or select material previously approved by the Engineer for this project. At each joint, the material shall be undercut the same as called for above.

In rock excavation, the trench width shall not exceed that specified above for “ordinary” bedding; and the trench bottom shall be undercut not less than four (4) inches, nor more than eight (8) inches, below the entire pipe, including the joints. The undercut shall be backfilled and shaped to fit the pipe as called for above.

F. Appurtenances

The excavation for manholes and other appurtenances from the ground surface to the bottom of the appurtenance shall be of the width necessary to provide a minimum clearance of twelve (12) inches from the outside to the appurtenances to the sides of the excavation, provide proper working space and maintain natural stability of the sides of the excavation. If natural stability is not sufficient within the limits of the sewer easement or working limits allowed, the sides of the excavation shall be shored or sheeted and braced, or a trench box shall be utilized.

Bottom slabs or foundation footings may be poured against vertical sides of the excavation, thereby eliminating the need for form work for these items, unless the sides of the excavation will not stand almost vertical in which case form will be required.

G. Unauthorized Undercuts

When the contractor undercuts the trench bottom formed as outlined in Method One above at other than joints, and at joints to a point more than four (4) inches, he shall refill the undercuts with sand or crushed limestone chips and consolidate same to a density equal to the original in-site material.

When the contractor undercuts the excavation below the bottom of manhole and other appurtenances, other than when directed by the Engineer, he shall refill the undercut with Class “C” concrete or sand up to the required subgrade elevation.

Any costs incurred in refilling unauthorized undercuts shall be borne by the contractor.

H. Unstable Soil

If in the course of excavation, unstable soil is encountered at the point of the bottom of the required excavation, the contractor shall be authorized to undercut sufficiently to remove all the unstable soil to the limits specified by the Engineer.

The contractor shall refill the undercuts with crushed gravel or limestone chips and consolidate same to optimum density of the material, unless other means of refill are specified or ordered by the Engineer.

Any costs incurred in refilling authorized undercuts in unstable soil shall be reimbursable to the contractor on the basis of extra work or as otherwise set forth in the proposal.

I. Ground Water

Pipe trenches and excavations for appurtenances shall be kept free from water during trench bottom preparation, pipe laying an adjoining, pipe embedment and building of appurtenances in an adequate and acceptable manner.

Where the trench or excavation bottom is mucky or otherwise unstable because of ground water, or where the ground water elevation is above the bottom of the trench, or excavation, the ground water shall be lowered by means acceptable to the Engineer to the extent necessary to keep the trench or excavation free from water and the trench or excavation is in progress. The discharge of ground water from the trench or excavation area shall be to natural drainage channels, gutter, drains, or storm sewers which will conduct the water away from the trench or excavation area. Means of diverting any surface water away from the trench or excavation shall be taken and prevented from entering the trench or excavation area.

J. Shoring a Trench Box

Trenches and excavations for appurtenances shall be adequately shored and braced or a trench box utilized whenever the trenches and excavations cannot be opened up to a sufficient width to maintain natural soil stability and sloped per current O.S.H.A. regulations. All shoring shall meet safety codes in effect at the time of the work and if none are in effect, they shall meet the requirements of Employers Mutual, Factory Mutual, associated General Contractor's safety manuals or O.S.H.A. guidelines.

Shoring and sheeting, when used, that does not extend below the top of the sewer pipes may be removed at the contractor's option after the trench

backfill has been placed and compacted to a point one (1) foot above the top of the pipes. Following removal of the shoring and sheeting, the space left shall be filled immediately with backfill material and compacted.

Shoring and sheeting that extends below the top of the sewer pipes shall be left in place below a point one (1) foot above the top of the pipes and not be disturbed. The contractor may remove the portion of shoring and sheeting above this point at his option.

When shoring and sheeting is not removed, the portion to a point two (2) feet below finished grade shall be removed. Bracing shall not be removed until after the trench backfill has been placed and compacted to a point one (1) foot above the top of the sewer pipes.

K. Embankments

Earth embankments where required on the plans shall be constructed by the contractor to the lines and grade as shown on the plans or as give by the Engineer.

The entire area upon which the embankments are to be placed shall be stripped of grass, brush, topsoil, rubbish or any other organic material before embankment material is placed. All embankment material shall be furnished by the contractor and shall be of the best material available for compacting to a ninety-five percent (95%) density, as measured by the Proctor method, to a point level with the top of the sewer pipes. The material above the top of the sewer pipes shall be select earth, carefully placed and consolidated and shaped to the cross-sections shown on the plans. Topsoil stripped from the embankment areas shall be spread on the finished embankment slopes.

5. Pipe Installation

A. Preparation of Trench Bottom

When the trench bottom is undercut in an unauthorized manner or undercut because of unstable soil, the refill material shall be deposited in layers not exceeding four (4) inches over the entire trench bottom and shall be compacted mechanically to the optimum density of the material, up to required subgrade. The trench bottom shall be made ready to receive the pipe before same is lowered into the trench.

B. Pipe Laying

All pipe shall be laid up-grade from manhole to manhole, or other appurtenances as called for, with groove, collar or socket ends of pipe pointing up-grade. All joints shall be closed and accurately fitted and pipe barrels true to line and grade.

Whenever a line is to be added to an existing system, the new line shall be closed with a stopper or bulkhead at the beginning manhole at the outset of the job and remain closed until the line has been completely tested and approved.

The contractor shall use Laser beam alignment equipment to determine the exact position of each pipe section at the bottom of the trench. No pipe sections shall be disturbed in any manner after being laid and joints made. As the pipe sections are laid and joined, the interior of the pipe shall be cleaned of all dirt and foreign matter and water shall be excluded. Pipe laying shall not be done in severe cold (temperature below fifteen (15) degrees Fahrenheit) or wet weather, unless specifically authorized by the Engineer, because the class of workmanship will not usually be acceptable.

At the end of any work or whenever pipe laying ceases, the end of the pipe shall be closed with a suitable close fitting stopper. All pipe ends, branch connections and leads not to be used immediately or connected to other facilities or appurtenances shall be closed with a stopper or bulkhead and sealed in the same manner as the pipe joints, unless otherwise called for.

C. Pipe Bedding

As all pipe is laid, it shall be protected from lateral displacement and damage from impact or unbalanced loading during backfilling operations by being adequately embedded in suitable material.

Unless otherwise specified, the pipe bedding material shall be granular material, sand or select excavation material as outlined under Materials. Except where the pipe sections are to be encased in concrete or cradled in concrete, all pipe bedding shall be as follows:

- 1) Initial lateral support and vertical stability of the installed pipe sections during joining and bedding operations shall be secured by placing bedding material uniformly on both side of the pipe sections in sufficient amounts and thoroughly compacting the material against the pipe sections and back of joints,
- 2) As back section is secured and as pipe laying progresses, final bedding shall be secured by placing bedding material uniformly on both sides of the pipe sections. Tamping shall be done uniformly and simultaneously on both sides of the pipe sections in order to prevent lateral displacement of the sections. The bedding shall be placed as above until the top of the pipe sections have a minimum cover of twelve (12) inches. The bedding material shall be placed in the trench in such a manner that it will be scattered alongside the pipe sections and not dropped into the trench in compacted masses.

No pipe sections laid and joined shall be left without bedding being completed to, and including, the last section laid at any one time.

D. Pipe Cradle

Wherever pipe cradle is called for on the plans or ordered in by the Engineer, the contractor shall support the pipe sections with oak or other compressible blocks, being sure to keep the pipe sections on line and grade and then pour Class "B" concrete completely under each section and up to a point on both side of each section equal to one-half (1/2) of the pipe diameter, making sure that all voids are filled. In lieu of blocks, the contractor may use a bed of Class "B" concrete to initially support the pipe sections.

The minimum dimension of concrete under the pipe sections shall be four (4) inches and the concrete shall be poured to and against the trench walls on each side of the pipe sections.

Care shall be taken to assure that the pipe sections remain on line and grade during the placing of concrete and that the joints are not disturbed.

After the cradle is installed, the bedding of the pipe shall be completed as outlined hereinbefore under pipe bedding.

E. Pipe Encasement

Wherever pipe encasement is called for on the plans or ordered in by the Engineer, the contractor shall support the pipe sections on oak blocks or other compressible blocks, being sure to keep the pipe sections on line and grade and then pour Class "B" concrete completely under each section, along each side and up to a point at least four (4) inches above the top of each section, making sure that all voids are filled. In lieu of blocks, the contractor may use a bed of Class "B" concrete to initially support the pipe sections.

The minimum dimension of concrete under the pipe sections and on each side of the sections shall be four (4) inches. If the trench walls are nearly vertical from the bottom of the trench up to a point to which the encasement is to be poured, forms for forming the encasement may be omitted and the concrete poured to and against the trench walls. If the trench walls are not nearly vertical, proper forms shall be set for forming the encasement, unless otherwise called for by the Engineer. The space between the trench walls and any formed encasement shall be filled and compacted with approved pipe bedding or backfilling material.

Care shall be taken to assure that the pipe sections remain on line and grade during the placing of concrete and that the joints are not disturbed.

6. **Backfilling**

After the pipe sections have been embedded up to a point twelve (12) inches or more above the top of the pipe, or the pipe sections have been encased in concrete, if called for, the remainder of the trench shall be backfilled as outlined below:

A. **Consolidated Backfill**

Where the trench is located in a lawn or finished landscape area, in an unimproved road right-of-way publicly designated for improvement in a period of six (6) months or less after sewer construction is complete, where the ground surface slopes greater than twenty percent (20%) but less than forty percent (40%) in the same direction as the sewer centerline, or where indicated on the plans or directed by the Engineer, the backfill above the pipe bedding shall be deposited in layers approximately two (2) feet thick by means of frontend loaders or bulldozers and consolidated by mechanical means up to existing ground level. Excess material shall be spread on the trench and consolidated by running wheel or track-type machines over same, or by other mechanical means. The top of the trench directly over the sewer shall be left approximately one (1) foot above existing ground level. After all settling has occurred trench backfill shall be trimmed to existing ground level.

The backfill material shall be excavated material from the trench.

B. **Compacted Backfill**

Where the trench is located in an improved area such as a paved street, road, parking lot, parallel to a pavement edge or structure that is closer to the edge of the trench than the trench depth dimension, in an area to be paved immediately after sewer construction is completed, where the ground surface slopes greater than forty percent (40%) in the same direction as the sewer centerline, or where indicated on the plans or directed by the Engineer, the backfill above the pipe bedding shall be deposited in layers approximately six (6) inches thick by hand or approved mechanical means and mechanically tampered to a relative density of not less than ninety-five percent (95%) up to existing ground level or finished subgrade level if same has been established. The top of the backfill shall be struck off at a level three (3) inches above existing ground level or established finished subgrade level.

The backfill material shall be excavated material if it meets the requirement set forth under Materials, H. Excavation Material for Compacted Backfill. If excavated material will not meet these requirements, the backfill material shall be granular material or sand meeting the requirements set forth under Materials, F. or G., respectively.

C. Rock Backfill

Where the trench is located in areas from which rock had to be excavated in quantity other than isolated stones, the excavated rock may be used as part of the backfill above a point two (2) feet above the top to the pipe, or above a point one (1) foot above pipe encasement, but shall not be used where compacted backfill is required, unless specifically authorized by the Engineer. The rock fragments used in the backfill shall not exceed one-half (1/2) cubic yard in volume, shall not be dropped into the trench directly over the pipe centeline and shall be used with sufficient smaller dimensioned material so that voids between larger fragments shall be filled.

Rock shall not be used in the top twelve (12) inches of the backfill, except across creeks, gullies, ravines or areas designated by the Engineer, where the rock may be used to the existing ground level.

Rock shall be used for erosion control on steep or sharp drops along the sewer trenches, when rock is available from the excavation.

Any methods of backfilling other than the above shall not be used unless special instructions have been issued by the Engineer calling for other methods. Water flooding or jetting shall not be used in any method. Water shall only be used in minor quantities to improve compaction qualities of backfill materials when so ordered by the Engineer.

In all methods of backfilling that are used, no backfill material shall be dumped into the trench, or allowed to fall directly on the sewer centerline when the previously deposited bedding cover is less than two (2) feet above the top of the pipe. All backfill material shall be slowly shoved or "rolled" into the trench.

7. Manholes and Appurtenances

A. General

Manholes shall be constructed at the locations shown on the plans. The dimensions shall be as shown on the detail sheets and the depths shall be as indicated by either finished tip elevation given or depth dimension given on the plans. Top of manholes shall be flush with finished lawns, landscaped areas and pavements and shall not project above the existing ground level more than twelve (12) inches in other areas unless otherwise indicated on the plans.

The manholes shall be constructed of material hereinafter set forth and shall be of watertight construction. Appurtenances other than manholes shall be constructed according to details shown on the plans and as called for elsewhere in the specifications.

B. Manhole Barrels and Cones

All barrels and cones for standard and drop manholes shall be precast reinforced concrete sections.

The barrel sections shall be of the height required, but not less than one (1) foot in height. No opening shall be cut into a barrel section, the maximum dimension of which exceeds one-half (1/2) the section height.

When a manhole is less than five (5) feet deep, a cone section shall not be used. A top slab meeting A.S.T.M. Specification C-478 and as shown on the detail sheet shall be used. The frame opening in the slab shall be offset and located over the steps.

Joints between sections shall have O-ring gaskets conforming to A.S.T.M. Specification C-443 or shall be formed with flexible butyl rubber joint sealant. Butyl rubber sealant shall be applied as one section is lowered upon the other.

Where joints are formed using flexible butyl rubber sealant, contact areas shall be either free of moisture or coated with the manufacturer's recommended priming compound. The flexible joint sealant shall be applied around the outside joint section and the inside joint section shall be pointed with cement mortar to a smooth finish.

C. Drop Manholes

Drop manholes shall conform to all provisions hereinbefore or after set forth for manholes with the additional requirements for the drop pipe.

The drop pipe shall be of the same material as the sewer pipe used. The diameter of the drop pipe shall be as indicated on the detail sheet.

The drop pipe shall be totally encased in Class "B" concrete, formed, with a minimum covering dimension of four (4) inches. The base of the encasement shall be supported on stable soil or on an extension of the manhole base. No drop pipes shall be allowed inside of the manholes, unless special manhole dimensions and construction as determined by the Engineer is used.

D. Manhole fittings

Each manhole shall have steps, spaced at sixteen (16) inches on centers. Each manhole shall have a cast iron frame and cover set concentrically on top of the cone section, or top slab if used. The frame shall be set in a bed of butyl rubber sealant and after setting anchored with four (4) five-eighths (5/8) inch diameter steel bolts. Bolts of manholes in pavement shall be tape wrapped to protect them from paving materials.

E. Backfilling

Backfilling around manholes and appurtenances shall be done in the same manner as backfilling for the sewers that enter and leave the manholes. Backfilling shall not be done until all concrete has gained initial strength and the Engineer has inspected the exterior of the manhole and approved same.

8. Existing Sewers

Existing sewers shall not be disturbed, unless work is required on the existing sewers and set forth as such on the plans. All work required on existing sewers shall be of the same class of workmanship as that on new sewers, and all sections of the specifications herein shall apply to the existing sewers. Only materials from the existing sewers expressly called for to be reused shall be used in the work. All other materials from the existing sewers shall be disposed of as directed.

Any sewer main or manhole that is to be abandoned or removed shall be performed at the locations and by the method directed by the KYTC Section Engineer in accordance with the appropriate "Safeloading" or "S Manhole Abandon/Remove" bid item descriptions. The "Safeloading" bid item description is contained in the KYTC Standard Specifications for Road and Bridge Construction. The "S Manhole Abandon/Remove bid item description is contained in the project bid proposal with all other utility bid item descriptions.

Connections made between new and existing sewers shall be at manholes, unless otherwise called for on the plans. Where a collar is called for, it shall have the dimensions and details as shown on the detail sheet or on the plans. All collars shall be constructed in a manner of workmanship that will produce a watertight structure. Factory –made adaptors furnished by the pipe manufacturer or other sources approved by the Engineer, may be used in lieu of collars.

When working on existing sewers, the contractor shall make arrangements to effectively handle the sewage in the sewers while construction is underway. When it is necessary to block an existing sewer section for any reason of construction, the contractor must provide adequate pumping equipment to handle the sewage flow from a point immediately upstream of the blocked section a point immediately downstream of the blocked section. Unless otherwise called for, the points referred to above may be manholes.

9. Tests

A. Materials

The contractor shall submit to the Engineer, test reports for materials supplied to be used in the construction whenever the Engineer has not received certified letters from materials suppliers that materials meet the

specifications called for, or there is visible evidence on the work site that the materials do not conform to the visual inspection section of the specifications called for.

The test reports shall be based upon standard methods of testing as called for in the materials specifications and as set forth by the American Society for Testing Materials (A.S.T.M.). The testing shall be done at a laboratory approved by the Engineer.

B. Displacement of Pipe

The sewer pipe sections shall be checked by the Engineer to determine if any displacement of the pipe sections from alignment and grade have occurred as each portion of the sewer is completed between a manhole locations. The test shall be as follows:

After the pipe sections have been laid, the joints completed and the bedding completed to the top of the pipe sections, flash a light beam by means of a strong flashlight or reflecting sunlight through the portion of the sewer between manhole locations or by utilizing a laser beam.

When viewed from the opposite end of the portion of the sewer from the light location, the light beam should be full throughout the sections, but not less than two-thirds (2/3) full under any circumstances. There shall be no "dips" in the grade of the pipe invert.

If the pipe sections show any misalignment, displacement or any other defects in the sections or joints, the contractor shall remedy the defect to the satisfaction of the Engineer. If the pipe sections are true to line and grade, the bedding shall be completed and backfilling undertaken.

Upon completion of the sewer system, the above test shall be repeated as a final check on alignment and grade and witnessed by the Engineer.

C. Deflection of Pipe

A deflection test shall be performed on all gravity sanitary sewers using flexible pipe. The test shall be conducted after the final backfill has been in place at least 30 days. No pipe shall exceed a deflection of 5%. If the deflection test is to be run using a rigid ball or mandrel, it shall have a diameter equal to 95% of the inside diameter of the pipe. The test shall be performed without mechanical pulling devices.

D. Air Test

All gravity lines shall be subjected to a low pressure air test in accordance with ASTM C-828. Each section of gravity line shall be pressurized to 4

psig, and the pressure drop shall not exceed 0.5 psig over a five (5) minute period.

All Water Mains and Force Mains shall be tested to 50 psi over the operating pressure of the pipe. The test pressure shall be maintained for six (6) hours and the amount of water used to maintain the test pressure shall not exceed five (5) gallons per 24 hours per mile of pipe per inch nominal diameter of the pipe.

E. Manholes Water tightness

All Manholes shall tested for water tightness by means of a vacuum test. The Vacuum Test shall be conducted in accordance with the procedures outlined in A.S.T.M. C1244-93.

F. Disinfection

Upon Completion of construction, disinfection shall be strictly in accordance with the procedure designated in the State Regulations, which reads as follows:

"All new water distribution systems including storage distribution tanks and repaired portions of, or all extensions to existing systems shall be thoroughly disinfected before being placed in service, by the use of chlorine or chlorine compounds in such amounts as to produce a concentration of at least fifty (50) ppm and a residual of at least twenty five (25) ppm at the end of 24 hours and followed by thorough flushing."

New water distribution lines shall not be placed into service until bacteriological samples taken at the points specified in 401 KAR 8:150 Section 4 (2) are examined and are shown to be negative following disinfection.

10. Site Restoration and Cleanup

Upon completion of the sewer construction, the contractor shall restore the work sites to a condition equivalent to that as existed before he started work, except that sites that were substandard as to cleanliness such as open dumps or debris-strewn areas shall be restored to a condition equivalent to a clean seeded field.

When all construction work has been completed and restoration undertaken, the work sites shall be cleaned up and all machinery, tools, surplus construction materials, surplus excavated materials, temporary buildings and debris removed and satisfactorily disposed of. Surplus excavated materials, including rock may be disposed of along unimproved easements, but only as approved by the Engineer. Rock will be used primarily for erosion control. Any existing ditches or water-courses, culverts or similar facilities that are filled, clogged or damaged due to the construction work shall be cleaned and repaired to a condition satisfactory to the Engineer and/or the Property Owner.

All areas in unimproved easements, such as through a field or woods, shall have a trench backfilled, after the backfill has settled initially, trimmed to slightly above existing ground level. The site shall be seeded with a mixture of grass seeds as specified in the Kentucky Department of Highways Specifications for highway slopes, unless another mixture is approved by the Engineer. The seed shall be worked into the solid by raking. All sites in lawns or finished landscaped and sodded areas shall have the trench backfill trimmed to ground level, fertilized as called for herein before and sodded. The sod shall be either salvaged sod from the sites, taken up and preserved prior to starting construction, or secured from an approved sod farm, having sod that closely resembles in grass composition that of the adjacent undisturbed areas. Seed shall be sown at a rate of two (2) pounds per on thousand (1,000) square feet. Seeded areas shall be covered with straw mulch to approximately two (2) inches loose depth (approximately two (2) tons per acres).



MATTHEW G. BEVIN
GOVERNOR

CHARLES G. SNAVELY
SECRETARY

ENERGY AND ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION

AARON B. KEATLEY
COMMISSIONER

300 SOWER BOULEVARD
FRANKFORT, KENTUCKY 40601

March 10, 2017

Josh Stinson
Williamstown Municipal Water Dept.
400 N Main St
Williamstown, KY 41097

RE: KY Route # 36 Utility Relocation
Grant County, KY
Williamstown Municipal Water Dept.
AI #: 1506, APE20170001
PWSID #: 0410472-17-001

Dear Mr. Stinson:

We have reviewed the plans and specifications for the above referenced project. The plans include the construction of approximately 890 LF of 6-inch PVC and 610 LF of 6-inch DI waterline. This is to advise that plans and specifications for the above referenced project are APPROVED with respect to sanitary features of design, as of this date with the requirements contained in the attached construction permit.

If you have any questions concerning this project, please contact Mr. Mortaza Tabayeh at 502-782-7086.

Sincerely,

A handwritten signature in black ink, appearing to read "T. Humphries".

Terry Humphries, P.E.
Supervisor, Engineering Section
Water Infrastructure Branch
Division of Water

TH: MT

Enclosures

C: Hicks & Mann Inc.
Grant County Health Department
Division of Plumbing



Distribution-Water Line Extension
Williamstown Municipal Water Dept
Facility Requirements

Activity ID No.:APE20170001

Page 1 of 4

PORT000000026 (WLE) 890 LF of 6-inch PVC and 610 LF of 6-inch DI:

Narrative Requirements:

Condition No.	Condition
T-1	Construction of this project shall not result in the water system's inability to supply consistent water service in compliance with 401 KAR 8:010 through 8:600. [401 KAR 8:100 Section 5]
T-2	The public water system shall not implement a change to the approved plans without the prior written approval of the cabinet. [401 KAR 8:100 Section 4(3)]
T-3	A proposed change to the approved plans affecting sanitary features of design shall be submitted to the cabinet for approval in accordance with Section 2 of this administrative regulation. [401 KAR 8:100 Section 4(2)]
T-4	During construction, a set of approved plans and specifications shall be available at the job site. Construction shall be performed in accordance with the approved plans and specifications. [401 KAR 8:100 Section 3(1)]
T-5	Unless construction begins within two (2) years from the date of approval of the final plans and specifications, the approval shall expire. [401 KAR 8:100 Section 3(3)]
T-6	Upon completion of construction, a professional engineer shall certify in writing that the project has been completed in accordance with the approved plans and specifications. [401 KAR 8:100 Section 4(1)]
T-7	The system shall be designed to maintain a minimum pressure of 20 psi at ground level at all points in the distribution system under all conditions of flow. [Recommended Standards for Water Works 8.2.1, Drinking Water General Design Criteria IV.1.a]
T-8	Water lines should be hydraulically capable of a flow velocity of 2.5 ft/s while maintaining a pressure of at least 20 psi. [Drinking Water General Design Criteria IV.1.b]
T-9	The normal working pressure in the distribution system at the service connection shall not be less than 30 psi under peak demand flow conditions. Peak demand is defined as the maximum customer water usage rate, expressed in gallons per minute (gpm), in the pressure zone of interest during a 24 hour (diurnal) time period. [Drinking Water General Design Criteria IV.1.d]
T-10	When static pressure exceeds 150 psi, pressure reducing devices shall be provided on mains or as part of the meter setting on individual service lines in the distribution system. [Drinking Water General Design Criteria IV.1.c]
T-11	The minimum size of water main in the distribution system where fire protection is not to be provided should be a minimum of three (3) inch diameter. Any departure from minimum requirements shall be justified by hydraulic analysis and future water use, and can be considered only in special circumstances. [Recommended Standards for Water Works 8.2.2, Drinking Water General Design Criteria IV.2.b]

Distribution-Water Line Extension
Williamstown Municipal Water Dept
Facility Requirements

Activity ID No.:APE20170001

PORT000000026 (WLE) 890 LF of 6-inch PVC and 610 LF of 6-inch DI:

Narrative Requirements:

Condition No.	Condition
T-12	Water mains not designed to carry fire-flows shall not have fire hydrants connected to them. [Recommended Standards for Water Works 8.4.1.b]
T-13	Flushing devices should be sized to provide flows which will give a velocity of at least 2.5 feet per second in the water main being flushed. [Recommended Standards for Water Works 8.2.4.b, Recommended Standards for Water Works 8.4.1.b]
T-14	No flushing device shall be directly connected to any sewer. [Recommended Standards for Water Works 8.2.4.b, Recommended Standards for Water Works 8.4.1.b]
T-15	Pipe shall be constructed to a depth providing a minimum cover of 30 inches to top of pipe. [Drinking Water General Design Criteria IV.3.a]
T-16	Water mains shall be covered with sufficient earth or other insulation to prevent freezing. [Recommended Standards for Water Works 8.7]
T-17	A continuous and uniform bedding shall be provided in the trench for all buried pipe. Backfill material shall be tamped in layers around the pipe and to a sufficient height above the pipe to adequately support and protect the pipe. Stones found in the trench shall be removed for a depth of at least six inches below the bottom of the pipe. [Recommended Standards for Water Works 8.7]
T-18	Water line installation shall incorporate the provisions of the AWWA standards and/or manufacturer's recommended installation procedures. [Recommended Standards for Water Works 8.7]
T-19	All materials used for the rehabilitation of water mains shall meet ANSI/NSF standards. [Recommended Standards for Water Works 8.1]
T-20	Packing and jointing materials used in the joints of pipe shall meet the standards of AWWA and the reviewing authority. [Recommended Standards for Water Works 8.1]
T-21	All tees, bends, plugs and hydrants shall be provided with reaction blocking, tie rods or joints designed to prevent movement. [Recommended Standards for Water Works 8.7]
T-22	All materials including pipe, fittings, valves and fire hydrants shall conform to the latest standards issued by the ASTM, AWWA and ANSI/NSF, where such standards exist, and be acceptable to the Division of Water. [Recommended Standards for Water Works 8.1]
T-23	Water mains which have been used previously for conveying potable water may be reused provided they meet the above standards and have been restored practically to their original condition. [Recommended Standards for Water Works 8.1]

Distribution-Water Line Extension
Williamstown Municipal Water Dept
Facility Requirements

Activity ID No.:APE20170001

Page 3 of 4

PORT000000026 (WLE) 890 LF of 6-inch PVC and 610 LF of 6-inch DI:

Narrative Requirements:

Condition No.	Condition
T-24	Manufacturer approved transition joints shall be used between dissimilar piping materials. [Recommended Standards for Water Works 8.1]
T-25	The minimum size of water main which provides for fire protection and serving fire hydrants shall be six?inch diameter. [Recommended Standards for Water Works 8.2, Drinking Water General Design Criteria IV.2.a]
T-26	Pipes and pipe fittings containing more than 8% lead shall not be used. All products shall comply with ANSI/NSF standards. [Recommended Standards for Water Works 8.1]
T-27	Gaskets containing lead shall not be used. Repairs to lead?joint pipe shall be made using alternative methods. [Recommended Standards for Water Works 8.1]
T-28	Pipe materials shall be selected to protect against both internal and external pipe corrosion. [Recommended Standards for Water Works 8.1]
T-29	Dead end mains shall be equipped with a means to provide adequate flushing. [Recommended Standards for Water Works 8.2]
T-30	The hydrant lead shall be a minimum of six inches in diameter. Auxiliary valves shall be installed on all hydrant leads. [Recommended Standards for Water Works 8.4.3]
T-31	A sufficient number of valves shall be provided on water mains to minimize inconvenience and sanitary hazards during repairs. [Recommended Standards for Water Works 8.3]
T-32	Wherever possible, chambers, pits or manholes containing valves, blow?offs, meters, or other such appurtenances to a distribution system, shall not be located in areas subject to flooding or in areas of high groundwater. Such chambers or pits should drain to the ground surface, or to absorption pits underground. The chambers, pits and manholes shall not connect directly to any storm drain or sanitary sewer. Blow?offs shall not connect directly to any storm drain or sanitary sewer. [Recommended Standards for Water Works 8.6]
T-33	At high points in water mains where air can accumulate provisions shall be made to remove the air by means of air relief valves. [Recommended Standards for Water Works 8.5.1]
T-34	Automatic air relief valves shall not be used in situations where flooding of the manhole or chamber may occur. [Recommended Standards for Water Works 8.5.1]
T-35	The open end of an air relief pipe from automatic valves shall be extended to at least one foot above grade and provided with a screened, downward?facing elbow. [Recommended Standards for Water Works 8.5.2.c]

Distribution-Water Line Extension
Williamstown Municipal Water Dept
Facility Requirements

Activity ID No.:APE20170001

Page 4 of 4

PORT000000026 (WLE) 890 LF of 6-inch PVC and 610 LF of 6-inch DI:

Narrative Requirements:

Condition No.	Condition
T-36	Discharge piping from air relief valves shall not connect directly to any storm drain, storm sewer, or sanitary sewer. [Recommended Standards for Water Works 8.5.2.d]
T-37	Water pipe shall be constructed with a lateral separation of 10 feet or more from any gravity sanitary or combined sewer measured edge to edge where practical. If not practical a variance may be requested to allow the water pipe to be installed closer to the gravity sanitary or combined sewer provided the water pipe is laid in a separate trench or undisturbed shelf located on one side of the sewer with the bottom of the pipe at least 18 inches above the top of the gravity sanitary or combined sewer pipe. [Drinking Water General Design Criteria IV.3.b]
T-38	Water lines crossing sanitary, combined or storm sewers shall be laid to provide a minimum vertical distance of 18 inches between the outside of the water main and the outside of the sanitary, combined or storm sewer with preference to the water main located above the sanitary, combined or storm sewer. [Drinking Water General Design Criteria IV.3.c]
T-39	At crossings, one full length of water pipe shall be located so both joints will be as far from the sewer as possible. [Recommended Standards for Water Works 8.8.3.b]
T-40	There shall be no connection between the distribution system and any pipes, pumps, hydrants, or tanks whereby unsafe water or other contaminating materials may be discharged or drawn into the system. [Recommended Standards for Water Works 8.10.1]
T-41	Water utilities shall have a cross connection program conforming to 401 KAR 8. [Recommended Standards for Water Works 8.10.1]
T-42	Installed pipe shall be pressure tested and leakage tested in accordance with the appropriate AWWA Standards. [Recommended Standards for Water Works 8.7.6]
T-43	New, cleaned and repaired water mains shall be disinfected in accordance with AWWA Standard C651. The specifications shall include detailed procedures for the adequate flushing, disinfection, and microbiological testing of all water mains. In an emergency or unusual situation, the disinfection procedure shall be discussed with the Division of Water. [Recommended Standards for Water Works 8.7.7]
T-44	A minimum cover of five feet shall be provided over pipe crossing underwater. [Recommended Standards for Water Works 8.9.2]
T-45	Valves shall be provided at both ends of water crossings so that the section can be isolated for testing or repair; the valves shall be easily accessible, and not subject to flooding for pipes crossing underwater. [Recommended Standards for Water Works 8.9.2.b]
T-46	Permanent taps or other provisions to allow insertion of a small meter to determine leakage and obtain water samples on each side of the valve closest to the supply source for pipes crossing. [Recommended Standards for Water Works 8.9.2.c]



MATTHEW G. BEVIN
GOVERNOR

CHARLES G. SNAVELY
SECRETARY

ENERGY AND ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION

AARON B. KEATLEY
COMMISSIONER

300 SOWER BOULEVARD
FRANKFORT, KENTUCKY 40601

February 20, 2017

Mark Miller
400 N Main St
Williamstown, KY 41097

Re: KY Route #36 Utility (Sewer) Relocation
Grant County, Kentucky
Project ID #: 17-0076
Williamstown WWTP & Landfarm
Activity ID #: 1505, APE20170001
Receiving Treatment Plant KPDES #KY0021008

Dear Mr. Miller:

We have reviewed the plans and specifications for the above referenced project. The plans include the construction of approximately 230 LF of 8-inch PVC, 470 LF of 8-inch PVC, 70 LF of 10-inch HDPE and 304 LF of 10-inch PVC gravity, 291 LF of 4-inch PVC force main and 410 LF of 4-inch HDPE force main. This is to advise that plans and specifications for the above referenced project are APPROVED with respect to sanitary features of design, as of this date with the requirements contained in the attached construction permit.

If we can be of any further assistance or should you wish to discuss this correspondence, please do not hesitate to contact Mr. Mortaza Tabayeh at 502-782-7086.

Sincerely,

Terry Humphries, P.E.
Supervisor, Engineering Section
Water Infrastructure Branch
Division of Water

TH / MT
Enclosures

C: Grant County Health Department
Hicks & Mann Inc.
Division of Plumbing



Sewer Line Construction
Williamstown WWTP & Landfarm
Facility Requirements

Activity ID No.:APE20170001

Page 1 of 5

GACT000000010 (KY Route # 36, Utility (Sewer) Relocation) 230 LF of 8-inch PVC, 470 LF of 8-inch PVC, 70 LF of 10-inch HDPE and 304 LF of 10-inch PVC gravity, 291 LF of 4-inch PVC forcemain and 410 LF of 4-inch HDPE forcemain:

Submittal/Action Requirements:

Condition No.	Condition
S-1	When this project is completed, the applicant shall: submit written certification: Due 30 calendar days after Completion of Construction to the Division of Water that the facilities have been constructed and tested in accordance with the approved plans and specifications and the approval conditions. Such certification shall be signed by a registered professional engineer. Failure to certify may result in penalty assessment and/or future approvals being withheld. [401 KAR 5:005 Section 24(2)]

Narrative Requirements:

Condition No.	Condition
T-1	The plans and specifications submitted for the project are approved by the Department of Environmental Protection as to sanitary features, subject to the requirements contained within the permit. [401 KAR 5:005 Section 24(3)]
T-2	Authority to construct these sewers is hereby granted. This approval is issued under the provisions of KRS Chapter 224.10-100 (19) regulations promulgated pursuant thereto. Issuance of this permit does not relieve the permittee from the responsibility of obtaining any permits or licenses required by this cabinet and other state, federal, and local agencies. [401 KAR 5:005 Section 24(3)(c)2]
T-3	A permit to construct a facility shall be effective and valid for twenty-four (24) months upon issuance unless otherwise conditioned. If construction has not commenced within twenty-four (24) months following a permit's issuance, a new permit shall be obtained before construction may begin. [401 KAR 5:005 Section 24(1)]
T-4	The permit is issued to the applicant, and the permittee shall remain the responsible party for compliance with all applicable statutes and administrative regulations until a notarized applicable change in ownership certification is submitted and the transfer of ownership is acknowledged by the cabinet. [401 KAR 5:005 Section 28(1)]
T-5	The issuance of a permit by the cabinet does not convey any property rights of any kind or any exclusive privilege. [401 KAR 5:005 Section 24(5)]
T-6	There shall be no deviations from the plans and specifications submitted with the application or the conditions specified, unless authorized in writing by the cabinet. [401 KAR 5:005 Section 24(3)(b)1]

Sewer Line Construction
Williamstown WWTP & Landfarm
Facility Requirements

Activity ID No.:APE20170001

GACT000000010 (KY Route # 36, Utility (Sewer) Relocation) 230 LF of 8-inch PVC, 470 LF of 8-inch PVC, 70 LF of 10-inch HDPE and 304 LF of 10-inch PVC gravity, 291 LF of 4-inch PVC forcemain and 410 LF of 4-inch HDPE forcemain:
Narrative Requirements:

Condition No.	Condition
T-7	<p>For subfluvial pipe crossings, a floodplain construction permit will not be required pursuant to KRS 151.250, if the following requirements of 401 KAR 4:050 Section 2 are met:</p> <ol style="list-style-type: none"> 1) During the construction of the crossing, no material may be placed in the stream or in the flood plain of the stream to form construction pads, coffer dams, access roads, etc., unless prior approval has been obtained from the cabinet. 2) The trench shall be backfilled as closely as possible to the original contour. All excess material from construction of the trench shall be disposed of outside of the flood plain, unless the applicant has received prior approval from the cabinet to fill within the flood plain. 3) For subfluvial crossings of erodible channels, there shall be at least thirty (30) inches of clear cover above the top of the pipe or conduit at all points. 4) For subfluvial crossings of nonerodible channels, there shall be at least six (6) inches of clear cover above the top of the pipe or conduit at all points, and the pipe or conduit shall be encased on all sides by at least six (6) inches of concrete. 5) The weight of a pipe and its contents during normal operating conditions at all points must exceed that of an equal volume of water, or the applicant must provide the division with sufficient information to show that the pipe and joints have sufficient strength. <p>Contact the Floodplain Management Section of the Surface Water Permits Branch at (502) 564-3410 with any question on these requirements. [KRS 151.250 & 401 KAR 4:060]</p>
T-8	<p>If any portion of the sewer project will be constructed in or along a stream or wetland, contact the Water Quality Certification Section, located within the Water Quality Branch, at 502-564-3410, to determine if a 401 certification will be required. [KRS 224.16-050]</p>
T-9	<p>Facilities shall be designed and constructed in accordance with the "Recommended Standards for Wastewater Facilities" of the Great Lakes-Upper Mississippi River Board of State Public Health and Environmental Managers, commonly referred to as "Ten States' Standards", 2004 edition. [401 KAR 5:005 Section 7(1)(a)]</p>
T-10	<p>Gravity sewer lines and force mains shall be designed and constructed to give mean velocities, when flowing full, of not less than two (2) feet per second. Velocity calculations shall incorporate roughness coefficients pursuant to 401 KAR 5:005 Section 8(8). [401 KAR 5:005 Section 8(8)]</p>
T-11	<p>Sewer line pipe material, joints, fittings, and installation shall conform to the latest ASTM specifications. [Ten States (WW) 33.7-33.9]</p>
T-12	<p>Gravity sewer lines and force mains shall have a minimum of thirty (30) inches of cover or provide comparable protection. [401 KAR 5:005 Section 8(9)]</p>

Sewer Line Construction
Williamstown WWTP & Landfarm
Facility Requirements

Activity ID No.:APE20170001

Page 3 of 5

GACT000000010 (KY Route # 36, Utility (Sewer) Relocation) 230 LF of 8-inch PVC, 470 LF of 8-inch PVC, 70 LF of 10-inch HDPE and 304 LF of 10-inch PVC gravity, 291 LF of 4-inch PVC forcemain and 410 LF of 4-inch HDPE forcemain:

Narrative Requirements:

Condition No.	Condition
T-13	Sewer lines crossing water mains shall be laid to provide a vertical distance of eighteen (18) inches between the outside of the water main and the outside of the sewer line. This shall be the case where the water main is either above or below the sewer line. The crossing shall be arranged so that the sewer line joints are equidistant and as far as possible from the water main joints. Where a water main crosses under a sewer, adequate structural support shall be provided for the sewer line to prevent damage to the water main. [Ten States (WW) 38.32]
T-14	Sewer lines shall be laid at least ten (10) feet horizontally from any existing or proposed water main. The distance shall be measured from edge to edge. [Ten States (WW) 38.31]
T-15	If gravity sewer lines and force mains are to be constructed in fill areas, the fill areas shall be compacted to ninety-five (95) percent density as determined by the Standard Proctor Density test or to a minimum of ninety (90) percent density as determined by the Modified Proctor Density test prior to the installation of the sewer lines. [401 KAR 5:005 Section 8(10)]

Sewer Line Construction
Williamstown WWTP & Landfarm
Facility Requirements

Activity ID No.:APE20170001

Page 4 of 5

PORT0000000025 (KY Route #36 Utility (Sewer) Relocation) 230 LF of 8-inch PVC, 470 LF of 8-inch PVC, 70 LF of 10-inch HDPE and 304 LF of 10-inch PVC gravity:

Narrative Requirements:

Condition No.	Condition
T-1	The integrity of a new gravity sewer line shall be verified by either the infiltration-exfiltration or low pressure air testing method, and a deflection test shall be performed, if using flexible pipe. The deflection test shall be performed after the final backfill has been in place for at least thirty (30) days with no pipe exceeding a deflection of five (5) percent. Additionally, each new manhole shall be tested for water tightness. [401 KAR 5:005 Section 8(6)(a)]
T-2	The entrance of groundwater into or loss of waste from a new gravity sewer line shall be limited to two-hundred (200) gpd per inch of diameter per mile of the gravity sewer line. This limitation includes manholes, gravity sewer lines, and appurtenances. [401 KAR 5:005 Section 8(5)]
T-3	Concrete anchors shall be provided, with a spacing not over thirty-six (36) feet center to center, on all gravity sewer lines having a slope greater than twenty (20) percent and up to thirty-five (35) percent. [Ten States (WW) 33.46]

Sewer Line Construction
Williamstown WWTP & Landfarm
Facility Requirements

Activity ID No.:APE20170001

Page 5 of 5

PORT0000000026 (KY Route #36 Utility (Sewer) Relocation) 291 LF of 4-inch PVC forcemain and 410 LF of 4-inch HDPE forcemain:

Narrative Requirements:

Condition No.	Condition
T-1	The integrity of any proposed force main shall be verified by leakage tests. The specifications shall include testing methods and leakage limits. [401 KAR 5:005 Section 8(6)(b)]
T-2	Each high point in the sewer force main shall have an automatic air release valve. [401 KAR 5:005 Section 8(19)]
T-3	Adequate thrust blocks shall be provided at all significant bends in any proposed sewer force main, in order to prevent movement of the main. [Ten States (WW) 49.4]
T-4	Pumps and force mains handling raw wastewater shall be capable of passing spheres of at least three (3) inches in diameter. Pump suction and discharge openings, as well as sewer force main pipe, shall be a minimum of four (4) inches in diameter. The above requirements do not apply to grinder pump stations or force mains directly connected to grinder pump stations. [Ten States (WW) 42.33, 49.1]

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 KENTUCKY DIVISION OF WATER

NATIONWIDE PERMIT AUTHORIZATION AND GENERAL WATER QUALITY CERTIFICATION

PROJECT: Roadway Improvements to KY 36
Grant County, KY
KYTC Item No. 6-411

The Section 404 and 401 activities for this project have been previously permitted under the authority of the Department of the Army Nationwide Permit No. 14 “Linear Transportation Projects” and by a Kentucky Division of Water “General Water Quality Certification”. 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.

**Roadway Improvements to KY 36
Grant County, KY
KYTC Item No. 6-411.00**

SUMMARY OF SECTION 404 IMPACTS

- Sta. 38+84** – Extend an existing 60" culvert. The total stream disturbance to the intermittent stream is approximately **232 feet**, including approximately 29' of channel lining placement at the end of the culvert. The area impact is approximately **0.016** acres. No wetlands or special use waters will be impacted.
- Sta. 38+84** – Extend an existing 48" culvert. The total stream disturbance to the intermittent stream is approximately **94 feet**, including approximately 24' of channel lining placement at the end of the culvert. The area impact is approximately **0.004** acres. No wetlands or special use waters will be impacted.

NOTE: A temporary crossing or work pad may be required over the existing channel immediately upstream or downstream of the bridge in order to facilitate the movement of traffic, materials and equipment. The temporary crossing will be built to accommodate a 2-year storm event, with excess flow designed to overtop the structure, with the structure remaining intact. Only clean rock fill and steel culvert pipes will be used. All fill material will be removed and the site will be stabilized and re-vegetated after the crossing is no longer needed.

NOTICE:

All impacts are below regulatory notification thresholds, but all work is subject to the Nationwide 14 permit conditions, Nationwide General Conditions and the Kentucky Division of Water Quality Certification General Conditions.



STEVEN L. BESHEAR
GOVERNOR

LEONARD K. PETERS
SECRETARY

ENERGY AND ENVIRONMENTAL PROTECTION CABINET

DEPARTMENT FOR ENVIRONMENTAL PROTECTION

DIVISION OF WATER

200 FAIR OAKS LANE

FRANKFORT, KENTUCKY 40601

www.kentucky.gov

General Certification--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.

General Certification--Nationwide Permit # 14
Linear Transportation Projects
Page 2

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.

General Certification--Nationwide Permit # 14
Linear Transportation Projects
Page 2

- 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.



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.

SPECIAL NOTE

Filing of eNOI for KPDES Construction Stormwater Permit

County: Grant

Route: KY 36

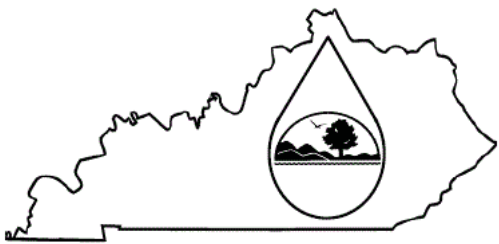
Item No.: 6-411

KDOW Submittal ID: 2ee2f6ca-17ce-4809-a820-
75c8d2a9a36c

Project Description: I-75 / KY 36 Interchange Reconstruction

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

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

	<h2 style="margin: 0;">KENTUCKY POLLUTION DISCHARGE ELIMINATION SYSTEM (KPDES)</h2> <p style="margin: 5px 0;">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="margin: 5px 0;">Click here for Instructions (Controls/KPDES_FormKYR10_Instructions.htm)</p> <p style="margin: 5px 0; font-size: small;">Click here to obtain information and a copy of the KPDES General Permit. (http://dep.ky.gov/formslibrary/Documents/KYR10PermitPage.pdf)</p> <p style="margin: 5px 0; font-size: x-small;">(*) indicates a required field; (✓) indicates a field may be required based on user input or is an optionally required field</p>
---	---

Reason for Submittal:(*) <input type="text" value="Application for New Permit Coverage"/>	Agency Interest ID: <input type="text" value="Agency Interest ID"/>	Permit Number:(✓) <input type="text" value="KPDES Permit Number"/>
--	--	---

If change to existing permit coverage is requested, describe the changes for which modification of coverage is being sought:(✓)

ELIGIBILITY:
Stormwater discharges associated with construction activities disturbing individually one (1) acre or more, including, in the case of a common plan of development, contiguous construction activities that cumulatively equal one (1) acre or more of disturbance.

EXCLUSIONS:
The following are excluded from coverage under this general permit:
 1) Are conducted at or on properties that have obtained an individual KPDES permit for the discharge of other wastewaters which requires the development and implementation of a Best Management Practices (BMP) plan;
 2) Any operation that the DOW determines an individual permit would better address the discharges from that operation;
 3) Any project that discharges to an Impaired Water listed in the most recent Integrated Report, §305(b) as impaired for sediment and for which an approved TMDL has been developed.

SECTION I -- FACILITY OPERATOR INFORMATION (PERMITTEE)

Company Name:(✓) <input type="text" value="Kentucky Transportation Cabinet"/>	First Name:(✓) <input type="text" value="Robert"/>	M.I.: <input type="text" value="A"/>	Last Name:(✓) <input type="text" value="Yeager"/>
Mailing Address:(*) <input type="text" value="421 Buttermilk Pike"/>	City:(*) <input type="text" value="Covington"/>	State:(*) <input type="text" value="Kentucky"/>	Zip:(*) <input type="text" value="41017"/>
eMail Address:(*) <input type="text" value="kevin.rust@ky.gov"/>	Business Phone:(*) <input type="text" value="859-341-2700"/>	Alternate Phone: <input type="text" value="859-341-2707"/>	

SECTION II -- GENERAL SITE LOCATION INFORMATION

Project Name:(*) <input type="text" value="I-75 / KY 36 Interchange"/>	Status of Owner/Operator(*) <input type="text" value="State Government"/>	SIC Code(*) <input type="text" value="1611 Highway and Street Const"/>	
Company Name:(✓) <input type="text" value="Kentucky Transportation Cabinet"/>	First Name:(✓) <input type="text" value="Kevin"/>	M.I.: <input type="text" value="J"/>	Last Name:(✓) <input type="text" value="Rust"/>
Site Physical Address:(*) <input type="text" value="220 Stewartville Road"/>			
City:(*) <input type="text" value="Williamstown"/>	State:(*) <input type="text" value="Kentucky"/>	Zip:(*) <input type="text" value="41097"/>	
County:(*) <input type="text" value="Grant"/>	Latitude(decimal degrees)(*)DMS to DD Converter (https://www.fcc.gov/media/radio/dms-decimal) <input type="text" value="38.626041"/>	Longitude(decimal degrees)(*) <input type="text" value="-84.573333"/>	

SECTION III -- SPECIFIC SITE ACTIVITY INFORMATION

Project Description:(*)

a. For single projects provide the following information

Total Number of Acres in Project:(√) <input style="width:95%;" type="text" value="22.8"/>	Total Number of Acres Disturbed:(√) <input style="width:95%;" type="text" value="22.8"/>
Anticipated Start Date:(√) <input style="width:95%;" type="text" value="11/1/2017"/>	Anticipated Completion Date:(√) <input style="width:95%;" type="text" value="11/2/2018"/>

b. For common plans of development provide the following information

Total Number of Acres in Project:(√) <input style="width:95%;" type="text" value="# Acre(s)"/>	Total Number of Acres Disturbed:(√) <input style="width:95%;" type="text" value="# Acre(s)"/>
Number of individual lots in development, if applicable:(√) <input style="width:95%;" type="text" value="# lot(s)"/>	Number of lots in development:(√) <input style="width:95%;" type="text" value="# lot(s)"/>
Total acreage of lots intended to be developed:(√) <input style="width:95%;" type="text" value="Project Acres"/>	Number of acres intended to be disturbed at any one time:(√) <input style="width:95%;" type="text" value="Disturbed Acres"/>
Anticipated Start Date:(√) <input style="width:95%;" type="text"/>	Anticipated Completion Date:(√) <input style="width:95%;" type="text"/>

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

	Company Name			
+				

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	
1	No	38.6240556	-84.573447	Clarks Creek	Delete
2	No	38.6248083	-84.571931	Clarks Creek	Delete
3	No	38.6249278	-84.571511	Clarks Creek	Delete
4	No	38.6249306	-84.574639	Clarks Creek	Delete
5	No	38.6253778	-84.577822	Clarks Creek	Delete
6	No	38.6260417	-84.572061	Clarks Creek	Delete
7	No	38.6261083	-84.575728	Clarks Creek	Delete
8	No	38.6262944	-84.574825	Clarks Creek	Delete
9	No	38.6264528	-84.577283	Clarks Creek	Delete
10	No	38.6274333	-84.574811	Clarks Creek	Delete

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

Name of MS4: <input style="width:95%;" type="text"/>											
Date of application/notification to the MS4 for construction site permit coverage: <input style="width:95%;" type="text" value="Date"/>	Discharge Point(s):(*) <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:5%;"></th> <th style="width:30%;">Latitude</th> <th style="width:30%;">Longitude</th> <th style="width:10%;"></th> <th style="width:15%;"></th> </tr> </thead> <tbody> <tr> <td style="text-align:center;">+</td> <td style="height: 60px;"></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		Latitude	Longitude			+				
	Latitude	Longitude									
+											

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?: (*)	<input style="width:95%;" type="text" value="No"/>
If Yes, describe scope of activity: (√)	<input style="width:95%;" type="text" value="describe scope of activity"/>
Is a Clean Water Act 404 permit required?:(*)	<input style="width:95%;" type="text" value="No"/>

Is a Clean Water Act 401 Water Quality Certification required?:(*)	No
--	----

SECTION VII -- NOI PREPARER INFORMATION			
First Name:(*) Jerry	M.I.: F	Last Name:(*) Keith	Company Name:(*) Kentucky Transportation Cabinet
Mailing Address:(*) 911 S. Main Street	City:(*) Williamstown	State:(*) Kentucky	Zip:(*) 41097
eMail Address:(*) jerry.keith@ky.gov	Business Phone:(*) 859-341-2700	Alternate Phone: 859-444-2112	

SECTION VIII -- ATTACHMENTS	
Facility Location Map:(*)	<input type="button" value="Upload file"/>
Supplemental Information:	<input type="button" value="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:(*) Signature	Title:(*) Title		
First Name:(*) First Name	M.I.: MI	Last Name:(*) Last Name	
eMail Address:(*) eMail Address	Business Phone:(*) Phone	Alternate Phone: Phone	Signature Date:(*) Date

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



Kentucky Transportation Cabinet

Highway District 6

And

_____ **(2), Construction**

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

Groundwater protection plan

For Highway Construction Activities

For

I-75 / KY 36 Interchange

**Project: PCN ## - #####
Item 06-411.00**

KyTC BMP Plan for Project PCN ## -

Project information

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

1. Owner – Kentucky Transportation Cabinet, District 6
2. Resident Engineer: (2)
3. Contractor name: (2)
Address: (2)

Phone number: (2)
Contact: (2)
Contractors agent responsible for compliance with the KPDES permit requirements (3):
4. Project Control Number (2)
5. Route (Address) KY 36
6. Latitude/Longitude (project mid-point) dd/mm/ss, dd/mm/ss 38^37'33"
north, 84^34'24" west
7. County (project mid-point) Grant County
8. Project start date (date work will begin): (2)
9. Projected completion date: (2)

KyTC BMP Plan for Project PCN ## -

A. Site description:

1. Nature of Construction Activity (from letting project description) **Roadway reconstruction**
2. Order of major soil disturbing activities **(2) and (3)**
3. Projected volume of material to be moved **102,622 CY**
4. Estimate of total project area (acres) **22.6 Acres**
5. Estimate of area to be disturbed (acres) **22.6 Acres**
6. Post construction runoff coefficient will be included in the project drainage folder. Persons needing information pertaining to the runoff coefficient will contact the resident engineer to request this information. **0.9**
7. Data describing existing soil condition **(2)**
8. Data describing existing discharge water quality (if any) **(2)**
9. Receiving water name, **Clarks Creek**
10. TMDLs and Pollutants of Concern in Receiving Waters: **(1 DEA)**
11. Site map – Project layout sheet plus the erosion control sheets in the project plans that depict Disturbed Drainage Areas (DDAs) and related information. These sheets depict the existing project conditions with areas delineated by DDA (drainage area bounded by watershed breaks and right of way limits), the storm water discharge locations (either as a point discharge or as overland flow) and the areas that drain to each discharge point. These plans define the limits of areas to be disturbed and the location of control measures. Controls will be either site specific as designated by the designer or will be annotated by the contractor and resident engineer before disturbance commences. The project layout sheet shows the surface waters and wetlands.
12. Potential sources of pollutants:

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

KyTC BMP Plan for Project PCN ## -

B. Sediment and Erosion Control Measures:

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

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

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

KyTC BMP Plan for Project PCN ## -

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

KyTC BMP Plan for Project PCN ## -

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

C. Other Control Measures

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

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

3. Hazardous Waste

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

4. Spill Prevention

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

- **Good Housekeeping:**

KyTC BMP Plan for Project PCN ## -

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

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

➤ **Hazardous Products:**

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

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

The following product-specific practices will be followed onsite:

➤ **Petroleum Products:**

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

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

KyTC BMP Plan for Project PCN ## -

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

➤ **Fertilizers:**

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

➤ **Paints:**

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

➤ **Concrete Truck Washout:**

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

➤ **Spill Control Practices**

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

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

KyTC BMP Plan for Project PCN ## -

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

D. Other State and Local Plans

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

E. Maintenance

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

F. Inspections

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

KyTC BMP Plan for Project PCN ## -

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

KyTC BMP Plan for Project PCN ## -

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

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

H. Groundwater Protection Plan (3)

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

- Contractors statement: (3)

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

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

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

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

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

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

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

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

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

KyTC BMP Plan for Project PCN ## -

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

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

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

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

Contractor and Resident Engineer Plan certification

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

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

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

Resident Engineer and Contractor Certification:

(2) Resident Engineer signature

Signed _____ title _____, _____ signature
 Typed or printed name²

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

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

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

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

Sub-Contractor Certification

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

Subcontractor

Name:
Address:
Address:

Phone:

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

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

Signed _____ title _____, _____
Typed or printed name¹ signature

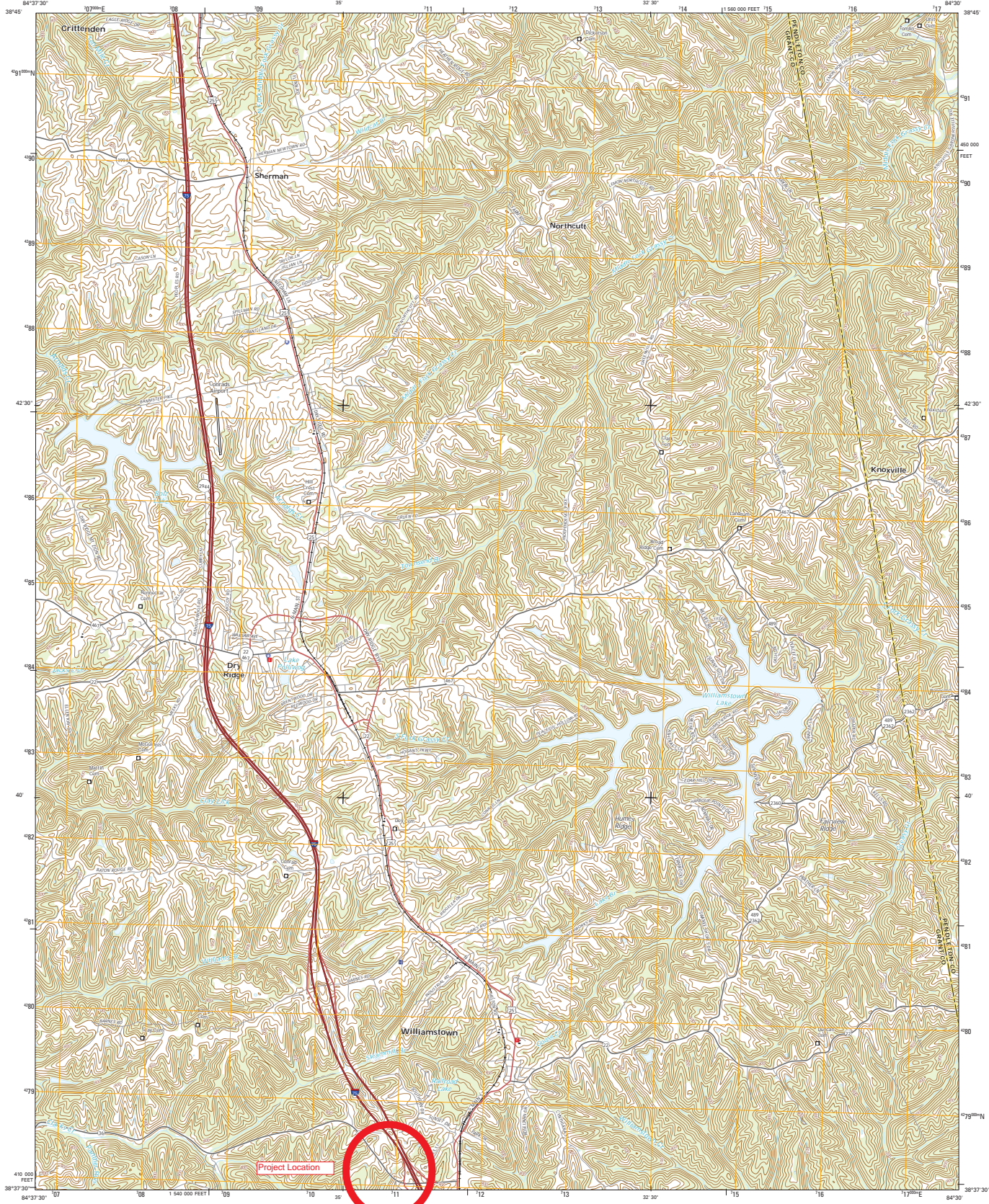
1. Sub Contractor Note: to be signed by a person who is the owner, a responsible corporate officer, a general partner or the proprietor or a person designated to have the authority to sign reports by such a person in accordance with 401 KAR 5:060 Section 9. This delegation shall be in writing to: Manager,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



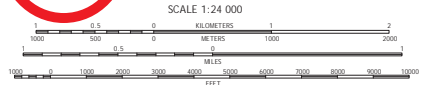
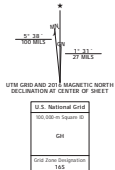
U.S. DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY



WILLIAMSTOWN QUADRANGLE
KENTUCKY
7.5-MINUTE SERIES



Produced by the United States Geological Survey
North American Datum of 1983 (NAD83)
North Geospatial System of 1983 (NGS83) Projection and
1000-meter grid. Universal Transverse Mercator, Zone 18S
10 000-foot ticks. Kentucky Coordinate System of 1983 (form
zone)
This map is not a legal document. Boundaries may be
generalized for this map scale. Private land owner government
restrictions may not be shown. Obtain permission before
entering private lands.
Imagery: NMAP, July 2014
Roads: U.S. Census Bureau, 2010, 2014
Names: National Hydrography Dataset, 2014
Contours: National Elevation Dataset, 2002
Boundaries: Multiple sources; see metadata file 1972 - 2014
Wetlands: FWS National Wetlands Inventory 1977 - 2014



CONTOUR INTERVAL 20 FEET
NORTH AMERICAN VERTICAL DATUM OF 1988
This map was produced to conform with the
National Geospatial Program US Topo Product Standards, 2011.
A metadata file associated with this product is gdtm version 6.6.19



1	2	3	1 Verona
4	5	6	2 Wolford
7	8	9	3 De Moss
10	11	12	4 Ellison
13	14	15	5 Gadsden
16	17	18	6 Lawrenceville
19	20	21	7 Mason
22	23	24	8 Barry

ADJOINING QUADRANGLES



WILLIAMSTOWN, KY
2016



GUARDRAIL DELIVERY VERIFICATION SHEET

Contract Id: _____

Contractor: _____

Section Engineer: _____

District & County: _____

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

***Required Signatures before Leaving Project Site**

Printed Section Engineer's Representative _____ & Date _____

Signature Section Engineer's Representative _____ & Date _____

Printed Contractor's Representative _____ & Date _____

Signature Contractor's Representative _____ & Date _____

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

Printed Bailey Bridge Yard Representative _____ & Date _____

Signature Bailey Bridge Yard Representative _____ & Date _____

Printed Contractor's Representative _____ & Date _____

Signature Contractor's Representative _____ & Date _____

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

Completed Form Submitted to Section Engineer Date: _____ By: _____

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:

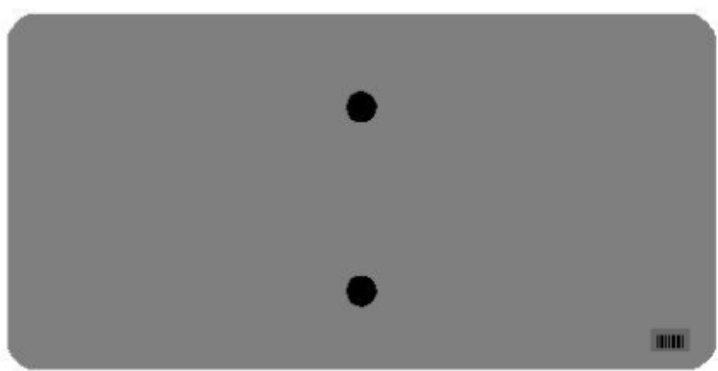
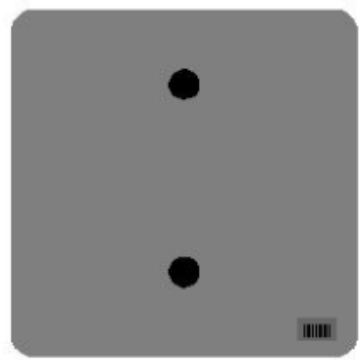
<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
24631EC	Barcode Sign Inventory	Each

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.

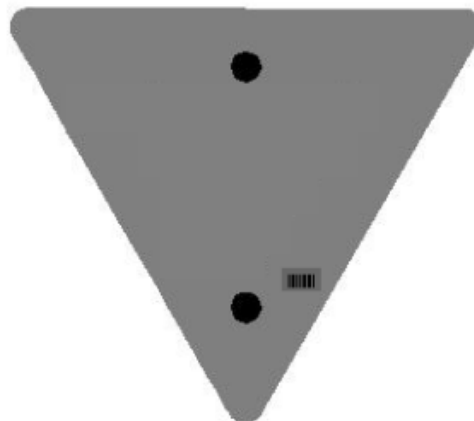
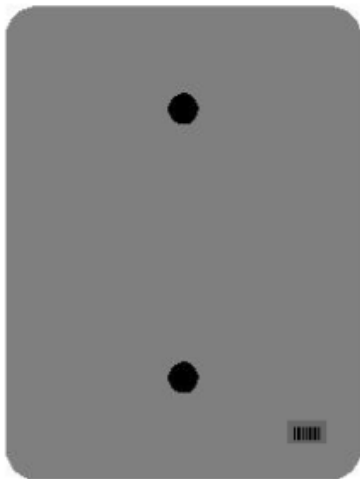
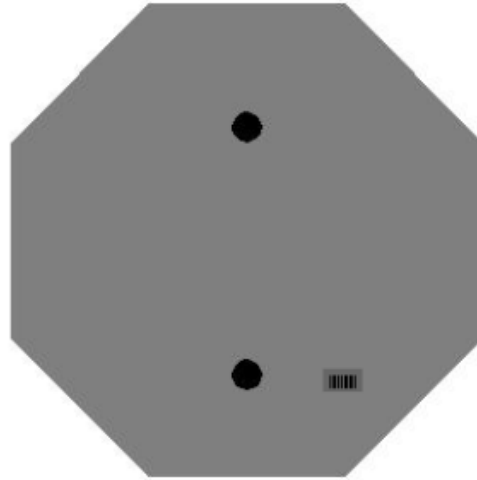
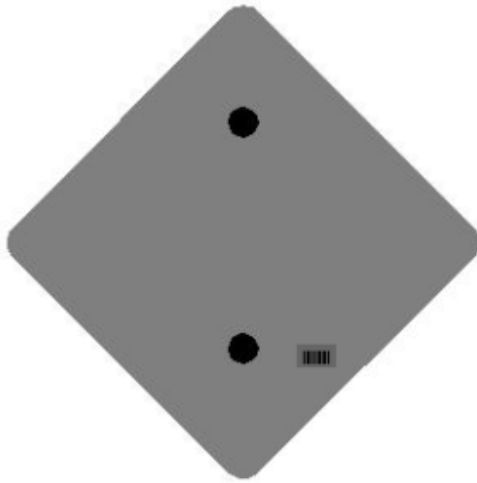
One Sign Post



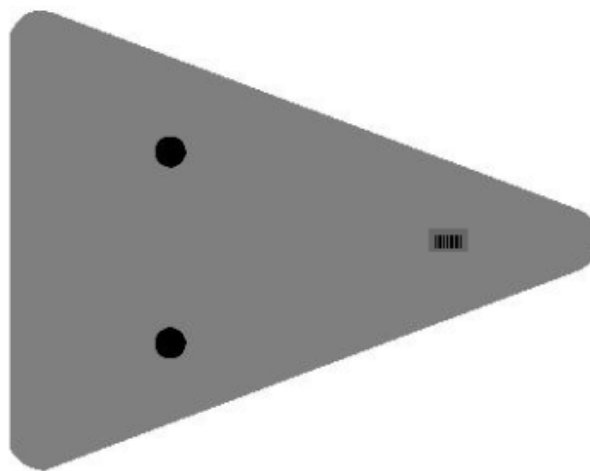
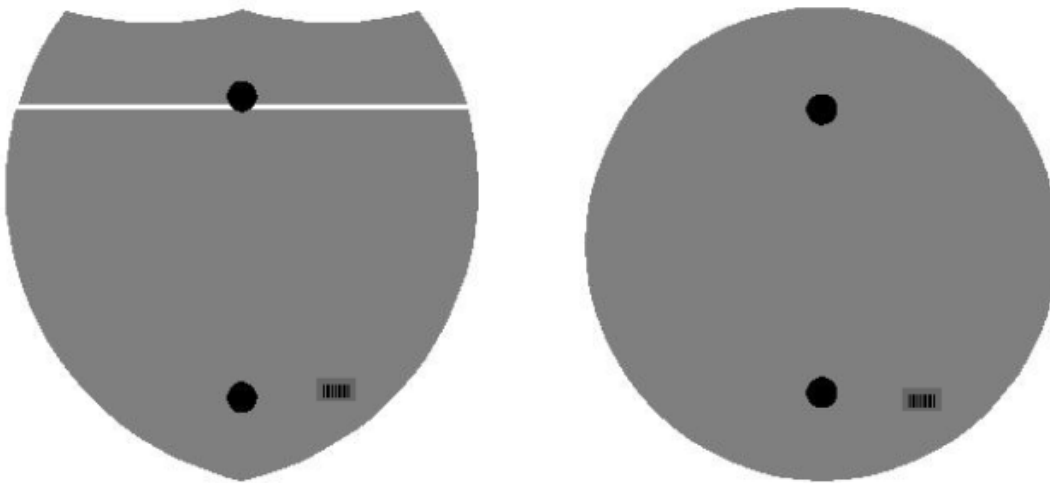
↑
2" Wide Post



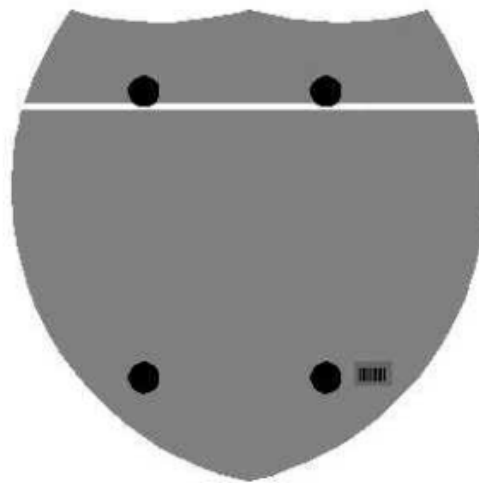
One Sign Post



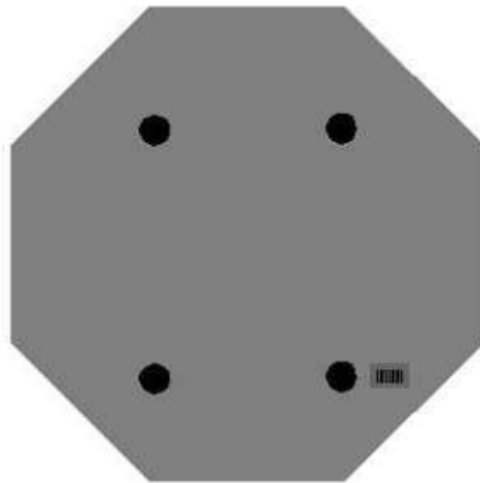
One Sign Post



Double Sign Post



Interstate
Shield

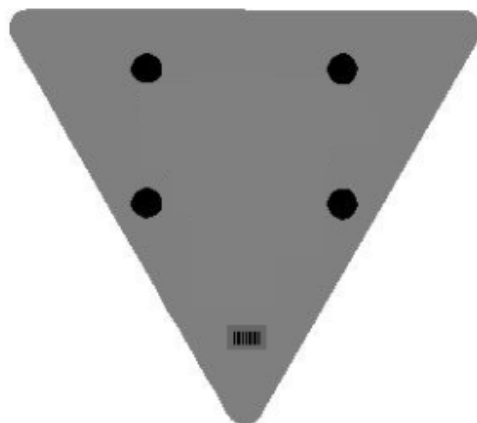


48" Stop

2 Post Signs



↑
2" Wide Post



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: KY170100 09/15/2017 KY100

Superseded General Decision Number: KY20160100

State: Kentucky

Construction Type: Highway

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

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 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 (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
1	01/13/2017
2	02/03/2017
3	03/10/2017
4	05/19/2017
5	07/14/2017
6	08/04/2017
7	08/11/2017
8	09/08/2017
9	09/15/2017

BRIN0004-003 06/01/2016

BRECKENRIDGE COUNTY

	Rates	Fringes
BRICKLAYER.....	\$ 25.96	11.38

BRKY0001-005 06/01/2016

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

	Rates	Fringes
BRICKLAYER.....	\$ 25.96	11.38

BRKY0002-006 06/01/2016

BRACKEN, GALLATIN, GRANT, MASON & ROBERTSON COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 27.01	11.38

BRKY0007-004 06/01/2016

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

	Rates	Fringes
BRICKLAYER.....	\$ 32.20	18.78

BRKY0017-004 06/01/2016

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

	Rates	Fringes
BRICKLAYER.....	\$ 25.64	11.38

CARP0064-001 05/01/2015

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

ELEC0212-008 06/05/2017

BRACKEN, GALLATIN and GRANT COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 27.90	17.56

ELEC0212-014 12/01/2014

BRACKEN, GALLATIN & GRANT COUNTIES:

	Rates	Fringes
Sound & Communication Technician.....	\$ 22.75	10.08

ELEC0317-012 06/01/2016		

BOYD, CARTER, ELLIOT & ROWAN COUNTIES:

	Rates	Fringes
ELECTRICIAN (Wiremen)		
Cable Splicer.....	\$ 32.68	18.13
Electrician.....	\$ 33.31	22.98

ELEC0369-007 06/01/2016		

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

	Rates	Fringes
ELECTRICIAN.....	\$ 30.56	16.10

ELEC0575-002 05/29/2017		

FLEMING, GREENUP, LEWIS & MASON COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 32.15	15.77

ENGI0181-018 07/01/2017		

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

OPERATING ENGINEER CLASSIFICATIONS

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

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

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

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

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

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

EMPLOYEES ASSIGNED TO WORK BELOW GROUND LEVEL ARE TO BE PAID 10% ABOVE BASIC WAGE RATE. THIS DOES NOT APPLY TO OPEN CUT WORK.

IRON0044-009 06/01/2017

BRACKEN, GALLATIN, GRANT, HARRISON, ROBERTSON,
BOURBON (Northern third, including Townships of Jackson, Millersburg, Ruddel Mills & Shawhan);
CARROLL (Eastern third, including the Township of Ghent);
FLEMING (Western part, excluding Townships of Beechburg, Colfax, Elizaville, Flemingsburg, Flemingsburg Junction, Foxport,

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

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 23.76	19.15
Structural.....	\$ 27.60	20.10

 IRON0070-006 06/01/2017

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

	Rates	Fringes
IRONWORKER.....	\$ 28.30	21.85

 IRON0769-007 06/01/2017

BATH, BOYD, CARTER, ELLIOTT, GREENUP, LEWIS, MONTGOMERY & ROWAN
 CLARK (Eastern third, including townships of Bloomingdale, Hunt, Indian Fields, Kiddville, Loglick, Rightangele & Thomson);
 FLEMING (Townships of Beechburg, Colfax, Elizaville, Flemingsburg, Flemingsburg Junction, Foxport, Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills, Nepton, Pecksridge, Plummers Landing, Plummers Mill, Poplar Plains, Ringos Mills, Tilton & Wallingford);

MASON (Eastern third, including Townships of Helena, Marshall, Orangeburg, Plumville & Springdale);
NICHOLAS (Eastern eighth, including the Township of Moorefield Sprout)

	Rates	Fringes
IRONWORKER		
ZONE 1.....	\$ 31.33	23.97
ZONE 2.....	\$ 31.73	23.97
ZONE 3.....	\$ 33.33	23.97

ZONE 1 - Up to 10 mile radius of Union Hall, Ashland, Ky.,
1643 Greenup Ave.

ZONE 2 - 10 to 50 mile radius of Union Hall, Ashland, Ky.,
1643 Greenup Ave.

ZONE 3 - 50 mile radius & over of Union Hall, Ashland, Ky.,
1643 Greenup Ave.

LABO0189-003 07/01/2016

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

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 23.14	13.29
GROUP 2.....	\$ 23.39	13.29
GROUP 3.....	\$ 23.44	13.29
GROUP 4.....	\$ 24.04	13.29

LABORERS CLASSIFICATIONS

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

GROUP 2 - Batter Board Man (Sanitary & Storm Sewer); Brickmason Tender; Mortar Mixer Operator; Scaffold Builder; Burner & Welder; Bushhammer; Chain Saw Operator; Concrete Saw Operator; Deckhand Scow Man; Dry Cement Handler; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste

- Level C; Forklift Operator for Masonary; Form Setter; Green Concrete Cutting; Hand Operated Grouter & Grinder Machine Operator; Jackhammer; Pavement Breaker; Paving Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven Georgia Buggy & Wheel Barrow; Power Post Hole Digger; Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind Trencher; Sand Blaster; Concrete Chipper; Surface Grinder; Vibrator Operator; Wagon Driller

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

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

LABO0189-008 07/01/2017

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

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 23.14	13.29
GROUP 2.....	\$ 23.39	13.29
GROUP 3.....	\$ 23.44	13.29
GROUP 4.....	\$ 24.04	13.29

LABORERS CLASSIFICATIONS

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

GROUP 2 - Batter Board Man (Sanitary & Storm Sewer); Brickmason Tender; Mortar Mixer Operator; Scaffold Builder; Burner & Welder; Bushhammer; Chain Saw Operator; Concrete Saw Operator; Deckhand Scow Man; Dry Cement Handler; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Level C; Forklift Operator for Masonary; Form Setter; Green Concrete Cutting; Hand Operated Grouter & Grinder

Machine Operator; Jackhammer; Pavement Breaker; Paving Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven Georgia Buggy & Wheel Barrow; Power Post Hole Digger; Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind Trencher; Sand Blaster; Concrete Chipper; Surface Grinder; Vibrator Operator; Wagon Driller

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

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

LABO0189-009 07/01/2014

BRECKINRIDGE & GRAYSON COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 22.66	11.10
GROUP 2.....	\$ 22.91	11.10
GROUP 3.....	\$ 22.96	11.10
GROUP 4.....	\$ 23.56	11.10

LABORERS CLASSIFICATIONS

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

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

Vibrator Operator; Wagon Driller

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

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

PAIN0012-005 06/11/2005

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

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

PAIN0012-017 05/01/2015

BRACKEN, GALLATIN, GRANT, MASON & OWEN COUNTIES:

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

PAIN0118-004 06/01/2014

ANDERSON, BRECKINRIDGE, BULLITT, CARROLL, GRAYSON, HARDIN,
HENRY, JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY,

SPENCER, TRIMBLE & WASHINGTON COUNTIES:

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 18.50	11.97
Spray, Sandblast, Power Tools, Waterblast & Steam Cleaning.....	\$ 19.50	11.97

PAIN1072-003 12/01/2016

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

	Rates	Fringes
Painters:		
Bridges; Locks; Dams; Tension Towers & Energized Substations.....	\$ 32.98	16.15
Power Generating Facilities..	\$ 29.74	16.15

PLUM0248-003 06/01/2017

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

	Rates	Fringes
Plumber and Steamfitter.....	\$ 35.00	25.12

PLUM0392-007 06/01/2014

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

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 29.80	17.79

PLUM0502-003 08/01/2016

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

	Rates	Fringes
PLUMBER.....	\$ 32.00	20.13

SUKY2010-160 10/08/2001

Rates Fringes

Truck drivers:

GROUP 1.....	\$ 16.57	7.34
GROUP 2.....	\$ 16.68	7.34
GROUP 3.....	\$ 16.86	7.34
GROUP 4.....	\$ 16.96	7.34

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Mobile Batch Truck Tender

GROUP 2 - Greaser; Tire Changer; & Mechanic Tender

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

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

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

=====
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.

=====

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
9.2%	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 Grant 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

171242

Page 1 of 4

Report Date 10/4/17

Section: 0001 - PAVING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	00001		DGA BASE	9.00	TON		\$	
0020	00003		CRUSHED STONE BASE	5,778.00	TON		\$	
0030	00078		CRUSHED AGGREGATE SIZE NO 2	9,679.00	TON		\$	
0040	00100		ASPHALT SEAL AGGREGATE	69.00	TON		\$	
0050	00103		ASPHALT SEAL COAT	8.30	TON		\$	
0060	00190		LEVELING & WEDGING PG64-22	1,479.00	TON		\$	
0070	00203		CL2 ASPH BASE 1.50D PG64-22	355.00	TON		\$	
0080	00205		CL3 ASPH BASE 1.50D PG64-22	633.00	TON		\$	
0090	00212		CL2 ASPH BASE 1.00D PG64-22	1,624.00	TON		\$	
0100	00214		CL3 ASPH BASE 1.00D PG64-22	4,318.00	TON		\$	
0110	00301		CL2 ASPH SURF 0.38D PG64-22	329.00	TON		\$	
0120	00388		CL3 ASPH SURF 0.38B PG64-22	1,943.00	TON		\$	
0130	02101		CEM CONC ENT PAVEMENT-8 IN	95.00	SQYD		\$	

Section: 0002 - ROADWAY

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0140	01015		INSPECT & CERTIFY EDGE DRAIN SYSTEM	1.00	LS		\$	
0150	01310		REMOVE PIPE	524.00	LF		\$	
0160	01585		REMOVE DROP BOX INLET	3.00	EACH		\$	
0170	01811		STANDARD CURB AND GUTTER MOD	3,192.00	LF		\$	
0180	01875		STANDARD HEADER CURB	75.00	LF		\$	
0190	02159		TEMP DITCH	3,700.00	LF		\$	
0200	02160		CLEAN TEMP DITCH	1,850.00	LF		\$	
0210	02230		EMBANKMENT IN PLACE	117,207.00	CUYD		\$	
0220	02242		WATER (FOR DUST CONTROL)	500.00	MGAL		\$	
0230	02262		FENCE-WOVEN WIRE TYPE 1	1,301.00	LF		\$	
0240	02351		GUARDRAIL-STEEL W BEAM-S FACE	2,290.00	LF		\$	
0250	02360		GUARDRAIL TERMINAL SECTION NO 1	5.00	EACH		\$	
0260	02367		GUARDRAIL END TREATMENT TYPE 1	1.00	EACH		\$	
0270	02369		GUARDRAIL END TREATMENT TYPE 2A	1.00	EACH		\$	
0280	02381		REMOVE GUARDRAIL	545.00	LF		\$	
0290	02391		GUARDRAIL END TREATMENT TYPE 4A	3.00	EACH		\$	
0300	02429		RIGHT-OF-WAY MONUMENT TYPE 1	14.00	EACH		\$	
0310	02432		WITNESS POST	3.00	EACH		\$	
0320	02483		CHANNEL LINING CLASS II	284.00	TON		\$	
0330	02484		CHANNEL LINING CLASS III	36.00	TON		\$	
0340	02545		CLEARING AND GRUBBING (APPROXIMATELY 22.6 ACRES)	1.00	LS		\$	
0350	02562		TEMPORARY SIGNS	500.00	SQFT		\$	
0360	02585		EDGE KEY	419.00	LF		\$	
0370	02599		FABRIC-GEOTEXTILE TYPE IV	35,919.00	SQYD		\$	
0380	02600		FABRIC GEOTEXTILE TY IV FOR PIPE	2,008.00	SQYD	\$2.00	\$	\$4,016.00
0390	02625		REMOVE HEADWALL	5.00	EACH		\$	
0400	02650		MAINTAIN & CONTROL TRAFFIC	1.00	LS		\$	
0410	02671		PORTABLE CHANGEABLE MESSAGE SIGN	1.00	EACH		\$	

PROPOSAL BID ITEMS

171242

Page 2 of 4

Report Date 10/4/17

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0420	02676		MOBILIZATION FOR MILL & TEXT	1.00	LS		\$	
0430	02677		ASPHALT PAVE MILLING & TEXTURING	377.00	TON		\$	
0440	02701		TEMP SILT FENCE	3,700.00	LF		\$	
0450	02703		SILT TRAP TYPE A	22.00	EACH		\$	
0460	02704		SILT TRAP TYPE B	22.00	EACH		\$	
0470	02705		SILT TRAP TYPE C	22.00	EACH		\$	
0480	02706		CLEAN SILT TRAP TYPE A	22.00	EACH		\$	
0490	02707		CLEAN SILT TRAP TYPE B	22.00	EACH		\$	
0500	02708		CLEAN SILT TRAP TYPE C	22.00	EACH		\$	
0510	02720		SIDEWALK-4 IN CONCRETE	1,813.00	SQYD		\$	
0520	02726		STAKING	1.00	LS		\$	
0530	02775		ARROW PANEL	1.00	EACH		\$	
0540	03171		CONCRETE BARRIER WALL TYPE 9T	1,103.00	LF		\$	
0550	04795		CONDUIT-2 IN	72.00	LF		\$	
0560	05950		EROSION CONTROL BLANKET	3,869.00	SQYD		\$	
0570	05952		TEMP MULCH	72,900.00	SQYD		\$	
0580	05953		TEMP SEEDING AND PROTECTION	54,600.00	SQYD		\$	
0590	05963		INITIAL FERTILIZER	3.00	TON		\$	
0600	05964		20-10-10 FERTILIZER	5.00	TON		\$	
0610	05985		SEEDING AND PROTECTION	92,200.00	SQYD		\$	
0620	05989		SPECIAL SEEDING CROWN VETCH	13,092.00	SQYD		\$	
0630	05990		SODDING	1,515.00	SQYD		\$	
0640	05992		AGRICULTURAL LIMESTONE	58.00	TON		\$	
0650	06510		PAVE STRIPING-TEMP PAINT-4 IN	40,000.00	LF		\$	
0660	06511		PAVE STRIPING-TEMP PAINT-6 IN	12,000.00	LF		\$	
0670	08903		CRASH CUSHION TY VI CLASS BT TL3	2.00	EACH		\$	
0680	10020NS		FUEL ADJUSTMENT	63,052.00	DOLL	\$1.00	\$	\$63,052.00
0690	10030NS		ASPHALT ADJUSTMENT	41,758.00	DOLL	\$1.00	\$	\$41,758.00
0700	20392NS835		ELECTRICAL JUNCTION BOX TYPE C	3.00	EACH		\$	
0710	20550ND		SAWCUT PAVEMENT	7,069.00	LF		\$	
0720	20911ED		HIGH SLUMP 3000 PSI GROUT	222.00	CUYD		\$	
0730	21543EN		BORE AND JACK CONDUIT	60.00	LF		\$	
0740	23158ES505		DETECTABLE WARNINGS	154.00	SQFT		\$	
0750	23864EC		CHANNEL LINING CLASS III-MOD	666.00	TON		\$	
0760	24814EC		PIPELINE INSPECTION	1,672.00	LF		\$	

Section: 0003 - DRAINAGE

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0770	00078		CRUSHED AGGREGATE SIZE NO 2	8.00	TON		\$	
0780	00440		ENTRANCE PIPE-15 IN	23.00	LF		\$	
0790	00462		CULVERT PIPE-18 IN	173.60	LF		\$	
0800	00472		CULVERT PIPE-60 IN	187.80	LF		\$	
0810	00521		STORM SEWER PIPE-15 IN	20.70	LF		\$	
0820	00522		STORM SEWER PIPE-18 IN	2,525.30	LF		\$	
0830	00524		STORM SEWER PIPE-24 IN	356.60	LF		\$	
0840	01000		PERFORATED PIPE-4 IN	4,538.00	LF		\$	
0850	01010		NON-PERFORATED PIPE-4 IN	249.00	LF		\$	
0860	01020		PERF PIPE HEADWALL TY 1-4 IN	1.00	EACH		\$	

PROPOSAL BID ITEMS

171242

Page 3 of 4

Report Date 10/4/17

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0870	01024		PERF PIPE HEADWALL TY 2-4 IN	1.00	EACH		\$	
0880	01028		PERF PIPE HEADWALL TY 3-4 IN	5.00	EACH		\$	
0890	01032		PERF PIPE HEADWALL TY 4-4 IN	1.00	EACH		\$	
0900	01202		PIPE CULVERT HEADWALL-15 IN	1.00	EACH		\$	
0910	01204		PIPE CULVERT HEADWALL-18 IN	4.00	EACH		\$	
0920	01208		PIPE CULVERT HEADWALL-24 IN	2.00	EACH		\$	
0930	01220		PIPE CULVERT HEADWALL-60 IN	1.00	EACH		\$	
0940	01456		CURB BOX INLET TYPE A	13.00	EACH		\$	
0950	01511		DROP BOX INLET TYPE 5D	2.00	EACH		\$	
0960	01642		JUNCTION BOX-18 IN	4.00	EACH		\$	
0970	01643		JUNCTION BOX-24 IN	1.00	EACH		\$	
0980	01653		JUNCTION BOX-SPECIAL	1.00	EACH		\$	
0990	01740		CORED HOLE DRAINAGE BOX CON-4 IN	12.00	EACH		\$	
1000	01756		MANHOLE TYPE A	1.00	EACH		\$	

Section: 0004 - SEWER

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1010	02690		SAFELOADING (EXISTING ABANDONED PIPES)	50.00	CUYD		\$	
1020	15010		S CONCRETE PIPE ANCHOR	2.00	EACH		\$	
1030	15017		S ENCASEMENT STEEL BORED RANGE 4 (18-IN)	470.00	LF		\$	
1040	15092		S MANHOLE	4.00	EACH		\$	
1050	15093		S MANHOLE ABANDON/REMOVE	4.00	EACH		\$	
1060	15095		S MANHOLE CASTING STANDARD	1.00	EACH		\$	
1070	15098		S MANHOLE SPECIAL (MH #6, TYPE C)	1.00	EACH		\$	
1080	15112		S PIPE PVC 08 INCH	230.00	LF		\$	
1090	15118		S PIPE SPECIAL (8-IN HDPE)	470.00	LF		\$	

Section: 0005 - SIGNING - STRIPING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1100	06401		FLEXIBLE DELINEATOR POST-M/W	56.00	EACH		\$	
1110	06404		FLEXIBLE DELINEATOR POST-M/Y	41.00	EACH		\$	
1120	06406		SBM ALUM SHEET SIGNS .080 IN	263.00	SQFT		\$	
1130	06407		SBM ALUM SHEET SIGNS .125 IN	113.00	SQFT		\$	
1140	06410		STEEL POST TYPE 1	183.00	LF		\$	
1150	06411		STEEL POST TYPE 2	627.00	LF		\$	
1160	06441		GMSS GALV STEEL TYPE C	2,468.00	LB		\$	
1170	06451		REMOVE SIGN SUPPORT BEAM	3.00	EACH		\$	
1180	06490		CLASS A CONCRETE FOR SIGNS	14.70	CUYD		\$	
1190	06491		STEEL REINFORCEMENT FOR SIGNS	399.00	LB		\$	
1200	06514		PAVE STRIPING-PERM PAINT-4 IN (WHITE)	10,758.00	LF		\$	
1210	06514		PAVE STRIPING-PERM PAINT-4 IN (YELLOW)	15,348.00	LF		\$	

PROPOSAL BID ITEMS

171242

Page 4 of 4

Report Date 10/4/17

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1220	06515		PAVE STRIPING-PERM PAINT-6 IN (WHITE)	3,650.00	LF		\$	
1230	06515		PAVE STRIPING-PERM PAINT-6 IN (YELLOW)	2,105.00	LF		\$	
1240	06516		PAVE STRIPING-PERM PAINT-8 IN	335.00	LF		\$	
1250	06547		PAVE STRIPING-THERMO-12 IN Y	1,634.00	LF		\$	
1260	06568		PAVE MARKING-THERMO STOP BAR-24IN	258.00	LF		\$	
1270	06572		PAVE MARKING-DOTTED LANE EXTEN	310.00	LF		\$	
1280	06574		PAVE MARKING-THERMO CURV ARROW	35.00	EACH		\$	
1290	06575		PAVE MARKING-THERMO COMB ARROW	3.00	EACH		\$	
1300	06576		PAVE MARKING-THERMO ONLY	6.00	EACH		\$	
1310	06592		PAVEMENT MARKER TYPE V-B W/R	42.00	EACH		\$	
1320	06593		PAVEMENT MARKER TYPE V-B Y/R	24.00	EACH		\$	
1330	20418ED		REMOVE & RELOCATE SIGNS	2.00	EACH		\$	
1340	20419ND		ROADWAY CROSS SECTION	1.00	EACH		\$	
1350	21596ND		GMSS TYPE D	14.00	EACH		\$	
1360	24631EC		BARCODE SIGN INVENTORY	69.00	EACH		\$	

Section: 0006 - WATERLINE

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1370	14002		W AIR RELEASE VALVE SPECIAL (2-IN)	1.00	EACH		\$	
1380	14005		W ENCASEMENT CONCRETE (STREAM CROSSING)	20.00	LF		\$	
1390	14008		W ENCASEMENT STEEL BORED RANGE 3 (12-IN)	110.00	LF		\$	
1400	14019		W FIRE HYDRANT ASSEMBLY	2.00	EACH		\$	
1410	14036		W PIPE DUCTILE IRON 06 INCH	520.00	LF		\$	
1420	14059		W PIPE PVC 06 INCH	890.00	LF		\$	
1430	14094		W TIE-IN 06 INCH	2.00	EACH		\$	
1440	14105		W VALVE 06 INCH	2.00	EACH		\$	

Section: 0007 - DEMOBILIZATION &/OR MOBILIZATION

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1450	02568		MOBILIZATION	1.00	LS		\$	
1460	02569		DEMOBILIZATION	1.00	LS		\$	