

Chapter amendments approved:	OMPC	Owensboro	Daviess Co.	Whitesville
Re-adoption of Public Improvement Specifications	24-Mar-77	01-Apr-77	20-Apr-77	?
Revised Public Improvement Specifications	18-Apr-81	22-May-81	26-May-81	06-Jul-81
2002 Revised Public Improvement Specifications	08-Aug-02	No action required by legislative bodies		

1.0 PURPOSE. The purpose of this chapter is to give a general view of the working relationship between the Contractor/Developer and the local Government Engineer concerning the public improvement specifications listed in this manual. This chapter also explains some of the terminology used throughout this manual and lists the references referred to hereinafter. Any work subject to these specifications performed without due notification and/or inspection may result in non-acceptance of the proposed public improvement.

1.1 GENERAL. These specifications are established under the authority of the Owensboro Metropolitan Planning Commission under provisions as adopted December 17, 1946, for the convenience of all persons, firms or corporations constructing improvements which are, may become, or will affect public facilities under the jurisdiction of the City of Owensboro, City of Whitesville or County of Daviess.

1.2 DEFINITIONS. Whenever in these specifications the term **Contractor** is used, it shall refer to the person, firm or corporation installing the work.

Whenever in these specifications the term **Engineer** is used, it shall refer to the Owensboro City Engineer, the Daviess County Engineer, or their duly authorized representatives having jurisdiction over the work to be performed, the Director of Engineering for Regional Water Resource Agency (hereinafter referred to as RWRA), or other appropriate public utility engineer.

1.3 REFERENCES. Certain technical aspects concerning construction materials and methods of construction are based on the (KTC) Kentucky Transportation Cabinet Department of Highways, Standard Specifications for Road and Bridge Construction, current edition KTC (hereinafter called KTC Specifications). A copy of said specifications is on file in the office of the Owensboro City Engineer and Daviess County Engineer.

Other standards or specifications referred to are those of the American Concrete Institute (ACI), American Society

of Testing and Materials (ASTM), American Association of State Highway and Transportation Officials (AASHTO), Portland Cement Association (PCA), American Public Works Association (APWA), American Waterworks Association (AWWA), American Institute of Steel Construction (AISC), American National Standards Institute (ANSI), American Society of Civil Engineers (ASCE), Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), and the American Institute of Architects (AIA).

Standard drawings showing details of certain improvements, which may be issued by the Engineer, shall be complementary to and a part of this report.

1.4 INTERPRETATION. The Engineer shall decide on all questions that may arise as to the applicability and interpretation of the specifications or plans relating to the work, and all questions as to the acceptable fulfillment of the work performed by the Contractor. He shall decide any and all questions that may arise as to the quality and acceptability of materials furnished and work performed and as to the manner of performance of the work.

1.5 OBLIGATION OF THE CONTRACTOR. The Contractor shall perform and complete the work to the satisfaction of the Engineer and in accordance with these specifications. The Contractor shall conduct his work so as to minimize interference with public and private business and traffic. He shall at his own expense, whenever necessary or required, provide traffic control, barricades, flagmen, maintain lights, and take other precautions as may be necessary to protect life, property, adjacent buildings and structures. He shall at his own expense, whenever necessary or required provide dust, dirt and erosion control. The Contractor shall be liable for all damages and injuries received or sustained by any person, person's or property in consequence of any neglect in safeguarding the work or by any act of neglect or misconduct by him or his agents, subcontractors, employees or workmen.

1.6 OBLIGATION OF THE DEVELOPER. The Developer shall ensure that the Contractor shall perform all work to the satisfaction of the Engineer and in accordance with the approved plans and these specifications.

1.7 PLANS. For use during construction of improvements, the Developer shall submit two (2) complete sets of approved plans to the office of the Engineer, and two (2) complete sets shall be furnished to RWRA as required. The Owensboro Metropolitan Planning Commission shall have preliminarily approved these plans. The Developer shall submit one electronic copy of the plans approved by the OMPC to the Engineer.

All construction plans of sanitary sewers and sewage handling facilities, storm sewers and associated facilities and streets shall be certified by a Professional Engineer licensed in the State of Kentucky. In addition, one (1) copy of all design calculations in connection with sanitary and storm drainage report shall be furnished to the Engineer. A Professional Engineer licensed in the State of Kentucky shall certify these calculations.

1.8 COOPERATION. Cooperation with the office of the Engineer concerning construction planning and procedures is required. Reasonable notice shall be given the Engineer or his representative prior to beginning any phase of construction, normally 24 hours prior to work activity. When unstable soils or inclement weather makes it unreasonable to give 24-hour notice, backfilling of pipe trenches and construction of DGA road base may begin following a four (4)-business hour notice to the Engineer.

The Contractor/Developer should have a working relationship with the Engineer toward a method for stabilization, backfilling, compaction, and erosion control under adverse conditions.

After all construction and testing has been completed, a request for surety release may be submitted to the Engineer. The Engineer should not take more than two (2) weeks from the release request to complete the review.

1.9 DEFECTIVE MATERIALS AND WORKMANSHIP. The Engineer may condemn materials not in accordance with the specifications or defective work at any time before final approval and acceptance by the Engineer. Failure by the Engineer to condemn defective work shall not be construed as an acceptance of defective work.

1.10 FINAL INSPECTION. In addition to normal inspection that may be conducted during construction of development improvements, the Engineer and/or his representative will make a Final Inspection. Final Inspections will be made prior to acceptance of any unit for maintenance by the local government and only after all improvements are completed. As part of the Final Inspection, all sanitary and storm manholes or access openings shall be opened. All sanitary and storm drain facilities shall be cleaned of all dirt, mud and other foreign matter. The developer shall provide personnel as required to aid in the Final Inspection.

1.11 RECORD DRAWINGS.

Record drawings, including one (1) electronic copy, shall be provided to the Engineer, after final inspection has been performed.

A complete and accurate set of cut sheets shall be prepared showing the actual location of all sanitary sewer connections (taps). Connections shall be located by accurate field measurements relative to manhole structures. One (1) copy of this information shall be furnished to RWRA.

1.12 EXISTING UTILITIES. Special precautions shall be taken by the Contractor/Developer to avoid damage to existing overhead and underground utilities owned and operated by the city or by public or private utility companies.

Where existing utilities or appurtenant structures, either underground or aboveground, are encountered, they shall not be displaced or molested unless necessary, and in such case shall be replaced in as good or better condition than found as quickly as possible.

The Contractor/Developer shall bear the entire responsibility for locating, avoiding, or repairing damage to said existing facilities. The Contractor is responsible to call BUD (Before You Dig) two (2) days before starting any excavation work.

1.13 PERMITS, EASEMENTS AND RIGHTS-OF-WAY. Unless otherwise required by the agencies involved, the Contractor/Developer shall make application for, obtain and pay for all licenses, permits, easements and rights-of-way. The Contractor/Developer shall be required to comply with all local, state or federal ordinances, statutes, laws, regulations and/or codes whichever may apply.