



CALL NO. 100

CONTRACT ID. 201314

CALLOWAY COUNTY

FED/STATE PROJECT NUMBER NHPP 6411 (039)

DESCRIPTION RELOCATE US641 - STATELINE RD (KY893)

WORK TYPE GRADE, DRAIN & SURFACE WITH BRIDGE

PRIMARY COMPLETION DATE 12/1/2023

LETTING DATE: October 23,2020

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 am EASTERN DAYLIGHT TIME October 23,2020. Bids will be publicly announced at 10:00 am EASTERN DAYLIGHT TIME.

PLANS AVAILABLE FOR THIS PROJECT.

DBE CERTIFICATION REQUIRED - 9%

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• NATIONAL HIGHWAY• ASPHALT MIXTURE• INCIDENTAL SURFACING• FUEL AND ASPHALT PAY ADJUSTMENT• ASPHALT PAVEMENT RIDE QUALITY CAT A• COMPACTION OPTION A• MATERIAL TRANSFER VEHICLE (MTV)• HOLD AWARD• SPECIAL NOTE(S) APPLICABLE TO PROJECT• TREE REMOVAL• BRIDGE DEMOLITION, RENOVATION AND ASBESTOS ABATEMENT• ASBESTOS ABATEMENT REPORT• RIGHT OF WAY CERTIFICATION• UTILITY IMPACT & RAIL CERTIFICATION NOTES• WATER QUALITY CERTIFICATION• KPDES STORM WATER PERMIT, BMP AND ENOI• PERMIT(S)
PART II	SPECIFICATIONS AND STANDARD DRAWINGS
	<ul style="list-style-type: none">• SPECIFICATIONS REFERENCE• SUPPLEMENTAL SPECIFICATION• [SN-1I] PORTABLE CHANGEABLE SIGNS• [SN-11D] ROCK BLASTING• [SN-11F] TURF REINFORCEMENT MAT• [SP-69] EMBANKMENT AT BRIDGE END BENT STRUCTURES
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 1 / FEDERAL• NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EEO CALLOWAY
PART IV	INSURANCE
PART V	BID ITEMS

PART I
SCOPE OF WORK

ADMINISTRATIVE DISTRICT - 01

CONTRACT ID - 201314

NHPP 6411 (039)

COUNTY - CALLOWAY

PCN - DE01806412014

NHPP 6411 (039)

RELOCATE US641 - STATELINE RD (KY893) FROM KY893 TO MIDDLE FORK CLARKS RIVER BRIDGE, A
DISTANCE OF 07.95 MILES.GRADE, DRAIN & SURFACE WITH BRIDGE SYP NO. 01-00314.20.
GEOGRAPHIC COORDINATES LATITUDE 36:32:34.00 LONGITUDE 88:20:13.00

COMPLETION DATE(S):

COMPLETED BY 12/01/2023

APPLIES TO ENTIRE CONTRACT

CONTRACT NOTES

PROPOSAL ADDENDA

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

BID SUBMITTAL

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

JOINT VENTURE BIDDING

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

UNDERGROUND FACILITY DAMAGE PROTECTION

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

REGISTRATION WITH THE SECRETARY OF STATE BY A FOREIGN ENTITY

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

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

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

SPECIAL NOTE FOR PROJECT QUESTIONS DURING ADVERTISEMENT

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

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

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

HARDWOOD REMOVAL RESTRICTIONS

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

INSTRUCTIONS FOR EXCESS MATERIAL SITES AND BORROW SITES

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

ACCESS TO RECORDS

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

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

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

April 30, 2018

FEDERAL CONTRACT NOTES

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

- | | |
|--------------------------------|--|
| 102.02 Current Rating | 102.08 Preparation and Delivery of Proposals |
| 102.13 Irregular Bid Proposals | 102.14 Disqualification of Bidders |
| 102.09 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 Proposal Line Number, Category Number, and the Project Line Number can be found in the “material listing” on the Construction Procurement website under the specific letting;
3. The dollar value of each proposed DBE subcontract and the percentage of total project contract value this represents. DBE participation may be counted as follows:
 - a. If DBE suppliers and manufactures assume actual and contractual responsibility, the dollar value of materials to be furnished will be counted toward the goal as follows:
 - The entire expenditure paid to a DBE manufacturer;
 - 60 percent of expenditures to DBE suppliers that are not manufacturers provided the supplier is a regular dealer in the product involved. A regular dealer must be engaged in, as its principal business and in its own name, the sale of products to the public, maintain an inventory and own and operate distribution equipment; and
 - The amount of fees or commissions charged by the DBE firms for a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials, supplies, delivery of materials and supplies or for furnishing bonds, or insurance, providing such fees or commissions are determined to be reasonable and customary.

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

UPON AWARD AND BEFORE A WORK ORDER WILL BE ISSUED

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

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

CONSIDERATION OF GOOD FAITH EFFORTS 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 (hard copy along with an electronic copy) of this information must be received in the Division of Contract Procurement no later than 12:00 noon of the tenth calendar day after receipt of notification that they are the apparent low bidder.

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

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

1. Whether the bidder attended any pre-bid meetings that were scheduled by the Cabinet to inform DBEs of subcontracting opportunities;
2. Whether the bidder provided solicitations through all reasonable and available means;
3. Whether the bidder provided written notice to all DBEs listed in the DBE directory at the time of the letting who are prequalified in the areas of work that the bidder will be subcontracting;
4. Whether the bidder followed up initial solicitations of interest by contacting DBEs to determine with 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 Disadvantaged Enterprise Business Liaison Officer (DEBLO) in the Office of Civil Rights and Small Business Development to give notification of the bidder's inability to get DBE quotes;
5. Whether the bidder selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise perform these work items with its own forces;
6. Whether the bidder provided interested DBEs with adequate and timely information about the plans, specifications, and requirements of the contract;
7. Whether the bidder negotiated in good faith with interested DBEs not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached;
8. Whether quotations were received from interested DBE firms but were rejected as unacceptable without sound reasons why the quotations were considered unacceptable. The fact that the DBE firm's quotation for the work is not the lowest quotation received will not in itself be considered as a sound reason for rejecting the quotation as unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a DBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy DBE goals;
9. Whether the bidder specifically negotiated with subcontractors to assume part of the responsibility to meet the contract DBE goal when the work to be subcontracted includes potential DBE participation;
10. Whether the bidder made any efforts and/or offered assistance to interested DBEs in obtaining the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal; and
11. Any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include DBE participation.

FAILURE TO MEET GOOD FAITH 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 of Subcontractor Payment (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 completed and signed within 7 days of being paid by the Cabinet.

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

******* IMPORTANT *******

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

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

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

DEFAULT OR DECERTIFICATION OF THE DBE

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

PROHIBITION ON TELECOMMUNICATIONS EQUIPMENT OR SERVICES

In accordance with the FY 2019 National Defense Authorization Act (NDAA), 2 CFR 200.216, and 2 CFR 200.471, Federal agencies are prohibited, after August 13, 2020, from obligating or expending financial assistance to obtain certain telecommunications and video surveillance services and equipment from specific producers. As a result of these regulations, contractors and subcontractors are prohibited, on projects with federal funding participation, from providing telecommunication or video surveillance equipment, services, or systems produced by:

- Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)
- Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities)

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.

NATIONAL HIGHWAY

Be advised this project is on the NATIONAL HIGHWAY SYSTEM.

ASPHALT MIXTURE

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

INCIDENTAL SURFACING

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

FUEL AND ASPHALT PAY ADJUSTMENT

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

ASPHALT PAVEMENT RIDE QUALITY CATEGORY A

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

OPTION A

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

MATERIAL TRANSFER VEHICLE (MTV)

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

SPECIAL NOTE FOR AWARD OF CONTRACT

In accordance to section 103.02 of the Standard Specifications for Road and Bridge Construction, the Department may hold and not award the contract for a period not to exceed sixty (60) calendar days from the date of letting.

US 641 Calloway County
Proposed Special Notes Related to Island Protection

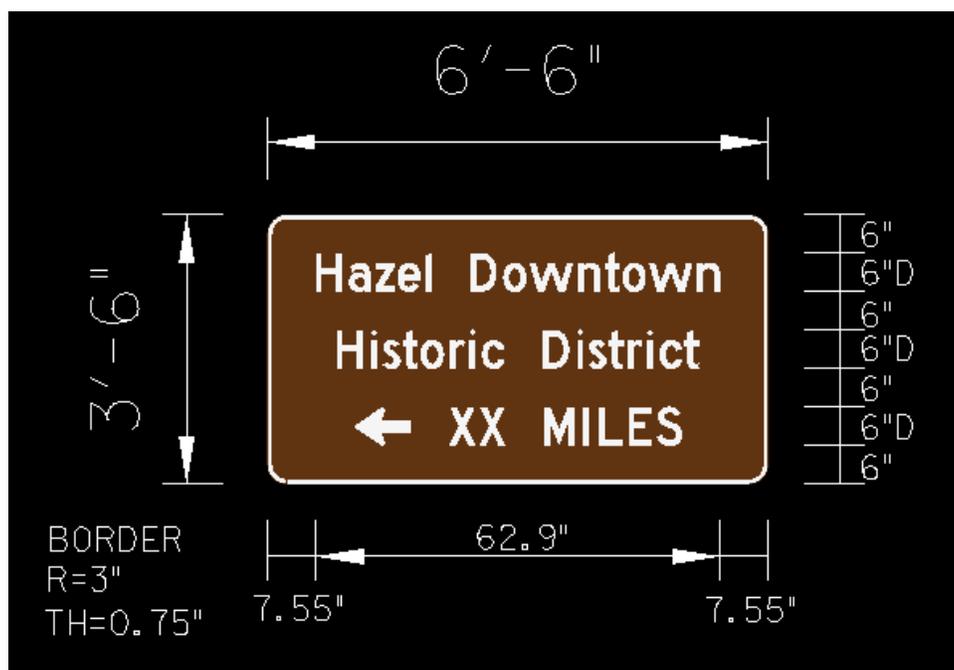
1. A temporary crossing of the unnamed Tributary north of the Middle Fork Clarks River is permissible; No temporary crossing of the Middle Fork Clarks River is allowed. The crossing shall be constructed of clean stone placed on a geotextile to facilitate removal at the end of its service life. The temporary crossing shall be constructed of pipes laid in the tributary channel aligned to the channel's flow. The pipes shall be placed in the channel based on the hydraulics of the tributary and MFCR and shall be sized to not disrupt flow at normal pool. The temporary crossing shall also be designed to be overtopped during periods of higher water and flood events. Prior to construction, the contractor will be required to submit pipe sizing calculations and a schematic of the proposed design for the temporary crossing to the KYTC for review and concurrence. The KYTC may provide the pipe sizing calculations and schematic to the USACE for review if deemed necessary.
2. With the exception of the construction of a temporary crossing and installation of erosion control measures, no disturbance of the island is permissible prior to clearing and grading the island and placement of rip rap as specified in the plans.
3. The island and channel change shall be brought to final grade, including rip rap, prior to pier construction. Grading of the island and channel change shall be completed within 14 days of beginning clearing operations. Additional time for completion of this work may be approved by the Engineer.
4. Rip rap shall be underlain by a geotextile as specified in the plans. Where pier construction is not expected to occur within 15 days, the geotextile shall be placed but covering with rip rap is not required. The area left uncovered shall be the minimum necessary for driving of sheet piles for coffer dams. The exposed fabric shall be inspected weekly for deterioration and be repaired or replaced as necessary.
5. Activities on the island shall be limited to those that cannot reasonably be performed from the bank. A crane may be located on the island to construct the piers. Stockpiling and staging of materials and equipment on the island shall be prohibited. Any materials deployed on the island surface to facilitate access and movement on the final graded surface shall be underlain with a geotextile and removed within 48 hours of completion of the activity.
6. Excavation for foundation construction shall be prevented from entering the Middle Fork Clarks River and its tributary. The contractor's erosion and sediment control plan shall clearly identify all materials to be used for the pier construction and method of containment and disposal of material not a part of the permanent structure. Additionally, an upland detention pond on the bank shall be constructed in order to filter pumped water before it re-enters the river or tributary. The detention pond shall not be located on the island. If storage of fill material is necessary, it shall be stored such that runoff from the storage area does not enter the river or its tributary without first passing through approved erosion control features.

August 2020

Special Note for Hazel Wayfinding Signs

US 641 Calloway County Item No. 1-314.2

In accordance with the Section 106 Memorandum of Agreement between the Federal Highway Administration and the Kentucky State Historic Preservation Office that resolved impacts to historic properties, two signs are to be erected to raise driver awareness of the nearby Hazel Downtown Historic District. Wayfinding signs shall be placed at locations to be determined in consultation with the City of Hazel during construction by the Resident Engineer. Signs shall be fabricated to the dimensions shown below and include the following information: "Hazel Downtown Historic District" number of miles to destination, and a directional arrow. The Contractor shall coordinate and receive approval with KYTC District 1 Traffic and City of Hazel before ordering and manufacturing sign.



Items and quantities listed will be included in the General Summary for bidding purposes. Estimated quantities are for the two (2) signs as required per the Section 106 Memorandum of Agreement.

- **SBM ALUM SHEET SIGNS .125 IN = 45.5 SQFT**
 - Bid Item Code:6407
- **STEEL POST TYPE I = POST LENGTH ~ 16 LF AND TWO POSTS REQUIRED = TOTAL POST LENGTH OF 64 LF**
 - Bid Item Code 6410
- **BARCODE SIGN INVENTORY = 2**
 - Bid Item Code 24631EC

SPECIAL NOTE FOR DYNAMIC PILE TESTING

Calloway County (1-314.20) US641 over Brushy Creek and Tributary to Clarks Fork

1.0 GENERAL

1.1 Scope of Work The scope of work includes furnishing all labor, equipment and analyses associated with dynamic testing of driven piles as specified in this Special Note and in general accordance with ASTM D 4945, *High-Strain Dynamic Testing of Piles*. Dynamic testing involves attaching at least two strain transducers and two accelerometers to the pile near the pile head during initial driving or at a convenient location during restrike testing. A cable or wireless transmission connects the sensors near the pile head with the Pile Driving Monitoring Hardware located a safe distance from the pile, but not more than 330 ft from the pile. The piles that are to be tested must be of sufficient extra length to ensure that sensors are not driven into the ground.

1.2 Personnel Qualifications Perform dynamic pile testing utilizing the services of an independent Dynamic Pile Testing Consultant with qualified personnel as described below.

- Pile Driving Monitoring - An engineer with a minimum of 3 years dynamic pile testing and analysis experience or who has achieved Basic or better certification under the High-Strain Dynamic Pile Testing Examination and Certification process of the Pile Driving Contractors Association or Foundation QA.
- Wave Equation and Pile Driving Analyses - A licensed professional engineer with a minimum of 5 years dynamic pile testing and analysis experience or who has achieved Advanced or better certification under the High-Strain Dynamic Pile Testing Examination and Certification process of the Pile Driving Contractors Association or Foundation QA.

1.3 Equipment Supply equipment such as sensors, cables or wireless transmitters, etc. conforming to ASTM D 4945, *High-Strain Dynamic Testing of Piles* and furnished by the dynamic testing consultant. Prior to beginning work, submit the product name and manufacturer of the hardware and software components below for acceptance by the Engineer. If requested by the Engineer submit additional information including technical specifications, etc.

- Pile Driving Modeling - Wave Equation Software
- Pile Driving Monitoring - Hardware & Software
- Pile Driving Analysis - Signal Matching Software

To prepare the pile for sensor attachment, provide a drill (and bit) of sufficient power, operated by either a DC battery (preferred) or a generator. A hammer drill is required for preparation of concrete piles.

1.4 Submittals and General Testing & Analysis Requirements See Tables 1 and 2 on the following page. The Engineer will respond to the Contractor regarding acceptability of submittals as soon as practical.

Table 1 - Schedule of Dynamic Pile Testing Submittals			
Submittal Number	Submittal Item	Calendar Days	Event
1	Proposed independent dynamic pile testing consultant, and a listing of assigned personnel and their experience and qualifications.	45 Before	Start of Pile Driving Monitoring
2	Details of the hardware and software components, method of testing, and materials to be used.	45 Before	Start of Pile Driving Monitoring
3	Completed <i>Pile and Driving Equipment Data Form</i> (Figure 1 of this Special Note) and the results of wave equations analyses.	21 Before	Start of Pile Driving Monitoring
4	Preliminary Reports as defined in Section 3.1 of this Special Note.	1 After	Completion of Each Field Test
5	Summary Report(s) as defined in Section 3.2 of this Special Note.	10 After	Completion of All Field Tests
Provide all submittals and reports in .pdf format.			

Table 2 - General Testing and Analysis Requirements		
Item	Requirement	
Wave Equation Analysis	Minimum of 1 and sufficient additional analyses as needed to define performance for all combinations of piles, driving systems and subsurface conditions anticipated.	
Dynamic Testing Pile Resistance (i.e. Capacity)	Required Nominal Pile Resistance (i.e. Ultimate Pile Capacity) as shown in the plans and/or as directed by the Engineer.	
End of Initial Driving Test Frequency	Minimum of 1 production pile for each substructure or as directed by the Engineer during the final 25 feet of initial driving	
Beginning of Restrike Test Frequency	Minimum of 1 production pile for each substructure or as directed by the Engineer.	
Time Interval between End of Initial Driving and Restrike	Minimum of 72 hours unless stated otherwise elsewhere in the contract documents and/or directed otherwise by the Engineer based on the criteria below.	
	Soil Type	Time Delay Until Restrike
	Clean Sands	24 hours
	Silty Sands	48 hours
	Sandy Silts	72 – 120 hours
	Silts and Clays	7 - 14 Days
Shales	7 Days	
Pile Driving Analyses using Signal Matching Techniques	For each End of Initial Driving Test and each Beginning of Restrike Test	
Perform testing and analyses in accordance with this table and ASTM D 4945, <i>High-Strain Dynamic Testing of Piles</i>.		

2.0 TESTING AND ANALYSES

2.1 Preconstruction Wave Equation Analyses At least 21 calendar days before beginning pile driving monitoring submit to the Engineer the completed Pile and Driving Equipment Data Form (Figure 1 of this Special Note) and preconstruction wave equation analyses performed by the Dynamic Pile Testing Consultant in accordance with Table 2 in this Special Note and a summary report of the results. The required nominal resistance (i.e. ultimate capacity) is provided in the plans and/or elsewhere in the contract documents. Upon request, the Geotechnical Report for the structure can be provided.

The purpose of the wave equation analyses is to assess the ability of all proposed pile driving systems to install piles to the required nominal resistance (i.e. ultimate capacity) and the desired penetration depth within allowable driving stresses. Acceptability of the wave equation report and the adequacy of analyses will be determined by the Engineer. In the Wave Equation Summary Report, include:

- a. drivability graph relating pile resistance (i.e. capacity), blow count and driving stresses to depth;
- b. bearing graph relating the pile resistance (i.e. capacity) to the pile driving resistance which indicates blow count versus resistance (i.e. capacity) and stroke; and
- c. constant resistance (i.e. capacity) analysis or inspectors chart to assist the Engineer in determining the required driving resistance at other field-observed strokes.

2.1.1 Acceptance by the Engineer of the proposed pile driving system will be based upon the wave equation analyses indicating that the proposed system can develop the specified pile resistance (i.e. capacity) at a pile driving rate of 3 to 10 blows per inch (36 to 120 blows/ft.) at the end of driving and beginning of restrrike, and within allowable driving compressive stress of 90% of the yield stress of the piles. Provide preliminary pile driving criteria based on wave equation analyses and any anticipated resistance (i.e. capacity) changes after driving, set-up or relaxation, subject to revision based upon dynamic pile testing field measurements.

2.1.2 If any changes or modifications are made to the accepted pile driving system, additional wave equation analyses in accordance with Section 2.1 of this Special Note will be required.

2.2 High-Strain Dynamic Pile Testing

2.2.1 Perform dynamic pile testing at the locations and frequency required in accordance with Table 2 in this Special Note.

2.2.2 Dynamic pile testing involves monitoring the response of a pile subjected to heavy impact applied by the pile hammer at the pile head. The testing will provide information on the driving stresses, pile resistance (i.e. capacity), structural integrity, and hammer efficiency.

2.2.3 Engage an independent dynamic pile testing consultant and qualified personnel in accordance with Section 1.2 of this Special Note. Prior to testing, the Engineer will review and accept the proposed independent dynamic pile testing consultant, the experience and qualifications of assigned personnel, details of the method of testing, a list of equipment, and the method of analysis of test results.

2.2.4 Perform all field testing and measurements in the presence of the Engineer or authorized representative.

2.2.5 Remote Dynamic Pile Testing where data is collected in the field and sent to the office of the Dynamic Pile Testing Consultant **will not be allowed** on this project. The testing consultant is required to have at least one person meeting the requirements for “Pile Driving Monitoring” as defined in Section 1.2 of the Special Note for Dynamic Pile Testing in the field during all dynamic pile testing. However, “wireless” technology that eliminates cables from the test pile to the data acquisition equipment will be allowed.

2.3 Field Testing

2.3.1 Equipment Perform dynamic pile testing field measurements using equipment, software and recording equipment accepted in accordance with Section 1.4 of this Special Note. Analyze the data collected at the end of initial driving and the beginning of restrike using accepted signal matching techniques and software.

2.3.2 Monitoring During Driving During pile driving, instrument the piles and monitor them with testing equipment satisfying the requirements of Section 1.3 of this Special Note. Prior to lifting the pile to be dynamically tested, provide a minimum of 3 ft of clear access to 180 degree opposite faces of the pile for pile preparation then drill and prepare holes for sensor attachment. Sensors are usually attached near the pile top.

2.3.2.1 Install two sets of strain transducers and accelerometers near the top of each pile to be tested, and use a compatible measuring and recording system to record the data during driving.

2.3.2.2 Appropriately position and fix the equipment required to be attached to the pile to the satisfaction of the Engineer.

2.3.2.3 Use a pile driving hammer and other equipment capable of delivering an impact force sufficient to mobilize the specified pile resistance (i.e. capacity) indicated in the structure plans without damaging the pile.

2.3.2.4 Use the testing equipment to monitor pile stresses during driving to prevent pile damage and ensure pile integrity and resistance (i.e. capacity). If the testing equipment indicates overstressing or damage to the pile, immediately discontinue driving and notify the Engineer and propose a new pile driving system, modifications to existing system, or new pile installation procedures. Acceptance by the Engineer of any proposed changes to the pile driving system or pile installation procedures will be based upon the results of additional wave equation analyses in accordance with Section 2.1.2 of this Special Note.

2.3.3 Preparation of the Pile Head The preparation of the pile head for the application of dynamic test load may involve, where appropriate, trimming the head, cleaning, and building up the pile using materials that, at the time of testing, safely withstand the impact stresses. Provide an impact surface that is flat and at right angles to the pile axis.

2.3.4 Dynamic Measurement and Analysis Begin monitoring of pile driving when pile driving begins. Record and process the data immediately in the field by the pile driving monitoring equipment and software. Unless monitoring indicates that additional driving will damage the pile, continue pile driving and monitoring until both the specified pile tip elevation and the specified pile resistance (i.e. capacity) are reached. When the level of the sensors is within 1 foot of any obstruction endangering the survival of sensors or cables, halt driving to remove the sensors from the pile. If additional driving is required, remove the obstruction or splice the pile and reattach the sensors to the head of the next pile segment prior to resuming driving. For each pile tested, perform pile driving analysis using signal matching techniques for a selected blow at the end of driving (EOD) to determine the relative capacities from end bearing and skin friction along the pile. Unless stated elsewhere in the contract documents or directed otherwise by the Engineer use the table below to determine the pile resistance (i.e. capacity) required at EOD.

Soil Type	Setup Factor	EOD Resistance as a % of Required Nominal Resistance
Clay	2.0	≈ 50%
Silt-Clay & Sand-Clay	1.5	≈ 70%
Sand-Silt & Fine Sand	1.2	≈ 85%
Sand & Sand-Gravel	1.0	≈ 100%

Make any required adjustments to the fuel and/or power setting of the hammer if necessary to verify the resistance at a pile driving rate of 3 to 10 blows per inch (36 to 120 blows/ft.) at the end of driving and beginning of restrrike and within allowable driving compressive stress of 90% of the yield stress of the piles or to meet other applicable testing objectives.

2.3.4.1 Perform beginning of restrrike (BOR) tests at the frequency indicated in Table 2 of this Special Note with the time interval between end of initial driving and beginning of restrrike in accordance with Table 2 of this Special Note. During restrrike, instrument and monitor the pile in a manner similar to that used during initial driving. For each restrrike test, perform pile driving analysis using signal matching techniques for a selected blow from the beginning of restrrike to determine the relative capacities from end bearing and skin friction along the pile.

2.3.4.2 Perform the restrike test with a warmed-up hammer by striking the pile a minimum of 10 blows unless testing equipment indicates overstressing or damage to the pile. If such overstressing or damage to the pile is indicated, immediately discontinue driving and notify the Engineer. Unless directed otherwise by the Engineer perform a redrive with dynamic testing for the remaining length of the test pile unless excessive driving stresses are encountered. In the event initial restrike testing indicates a pile resistance below the specified resistance, an additional restrike test after the redrive may be required as directed by the Engineer.

2.3.4.3 The Engineer may request use of pile driving monitoring equipment and software on additional piles if inconclusive results are obtained or unusual driving conditions are encountered.

2.3.4.4 Evaluate pile resistance and integrity based on the standard procedure used in practice.

2.3.4.5 Immediately provide tabular records of the dynamic pile testing field measurements obtained at the end of initial driving and at the beginning of restrike to the Engineer.

3.0 DYNAMIC PILE TEST REPORTS

3.1 Preliminary Dynamic Pile Test Reports Submit a preliminary test report for each pile tested for review by the Engineer. In the reports, include tabular as well as graphical presentation of the dynamic test results versus depth and proposed pile driving criteria for the additional piles to be installed at the substructure unit of the pile tested. Also include the following:

- a. The maximum force applied to the pile head.
- b. The maximum pile head velocity.
- c. The maximum energy imparted to the pile.
- d. The assumed soil damping factor and wave speed.
- e. Static resistance (i.e. capacity) estimate.
- f. The maximum compressive and tensile forces in the pile .
- g. Pile integrity.
- h. Blows per inch.
- i. Stroke.
- j. Summary results of pile driving analysis from up to three selected blows analyzed using signal matching techniques and software.
- k. Results of refined wave equation analyses based upon dynamic testing signal matching analysis, including tabular and graphical inspector's charts at EOD and BOR for the required pile resistance values specified for each specific substructure.

The Engineer will use the results of the preliminary reports to provide pile driving criteria for production piles to the Contractor.

3.2 Dynamic Pile Test Summary Report Submit a summary report of all piles tested on each structure for review by the Engineer. (Where phased construction is used it may be desirable to provide different reports for each phase. In such cases, the contractor should seek the approval of the Engineer.) In the report, include the results of hammer performance, pile driving stresses, and pile resistance during initial driving and restrrike for all piles tested. Also include the following:

- a. Identification of the structure, including: County, Route, Crossing, and Drawing Number.
- b. Date of testing and date of pile installation.
- c. Pile identification number and location.
- d. All information given in preliminary reports as follows:
 1. Length of pile below the surface.
 2. Total length of pile, including projection above the surface at time of test.
 3. Length of pile from instrumentation position to tip.
- e. Hammer type, drop, and other relevant details.
- f. Blow selected for signal matching analysis.
- g. Maximum compressive and tensile stresses, stroke, and resistance (i.e. capacity) versus penetration depth.
- h. Temporary compression.
- i. Pile integrity and location of damage, if any.
- j. Force/velocity versus time trace.
- k. Force/velocity match curve.
- l. Resistance distribution along the pile.
- m. Detailed graphical and tabular results from up to three selected blows analyzed using signal matching techniques and software.
- n. Results of refined wave equation analyses based upon dynamic testing signal matching analysis, including tabular and graphical inspector's charts at EOD and BOR for the required pile resistance values for each specific substructure.

4.0 INCIDENTAL EQUIPMENT

Prior to the beginning of dynamic testing, provide one electronic device to aid in recording pile hammer blows, stroke, and energy such as an "E-Saximeter" or accepted equivalent meeting the specifications in the Appendix to this Special Note. This device will immediately become property of the Department for use on the project.

Provide field training by someone proficient in the use of the device to ensure that approximately 3 to 5 employees of the Department are competent in the use of the device. This training may be performed by a representative of the independent Dynamic Pile Testing Consultant who is proficient in the use of the device or a manufacturer's representative. The required training time is anticipated to be no more than one day.

The cost of furnishing this device and providing the training is incidental to the contract price for "Dynamic Pile Testing" and no separate payment will be made.

5.0 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Dynamic pile testing will be measured per each. Payment for each restrike test performed will be in addition to payment for each test performed at the end of initial driving. Payment for redrive testing will be included in the price for the restrike test immediately prior to the redrive. Payment for each test will include pile driving monitoring and pile driving analysis performed. Payment for the above described work, including all material, equipment, tools, labor and any other incidental work necessary to complete this item.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Dynamic Pile Testing	Each

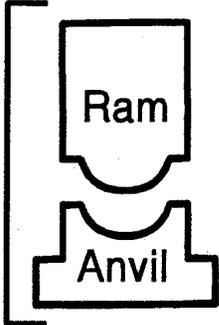
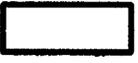
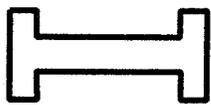
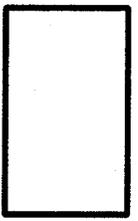
Contract No.: _____		Structure Name and/or No.: _____													
Project: _____		Pile Driving Contractor or Subcontractor: _____													
County: _____		(Piles driven by)													
Hammer Components		Hammer	Manufacturer: _____ Model No.: _____ Hammer Type: _____ Serial No.: _____ Manufacturers Maximum Rated Energy: _____ (ft. - lb.) Stroke at Maximum Rated Energy: _____ (ft.) Range in Operating Energy: _____ to _____ (ft. - lb.) Range in Operating Stroke: _____ to _____ (ft.) Ram Weight: _____ (lb.) Modifications: _____ _____ _____												
		Striker Plate	Weight: _____ (lb.) Diameter: _____ (in.) Thickness: _____ (in.)												
		Hammer Cushion	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Material #1</td> <td style="width: 50%;">Material #2 (for Composite Cushion)</td> </tr> <tr> <td>Name: _____</td> <td>Name: _____</td> </tr> <tr> <td>Area: _____ (in.²)</td> <td>Area: _____ (in.²)</td> </tr> <tr> <td>Thickness/Plate: _____ (in.)</td> <td>Thickness/Plate: _____ (in.)</td> </tr> <tr> <td>No. of Plates: _____</td> <td>No. of Plates: _____</td> </tr> <tr> <td colspan="2">Total Thickness of Hammer Cushion: _____</td> </tr> </table>	Material #1	Material #2 (for Composite Cushion)	Name: _____	Name: _____	Area: _____ (in. ²)	Area: _____ (in. ²)	Thickness/Plate: _____ (in.)	Thickness/Plate: _____ (in.)	No. of Plates: _____	No. of Plates: _____	Total Thickness of Hammer Cushion: _____	
	Material #1	Material #2 (for Composite Cushion)													
	Name: _____	Name: _____													
	Area: _____ (in. ²)	Area: _____ (in. ²)													
	Thickness/Plate: _____ (in.)	Thickness/Plate: _____ (in.)													
	No. of Plates: _____	No. of Plates: _____													
	Total Thickness of Hammer Cushion: _____														
		Helmet (Drive Head)	Weight: _____ (lb.)												
	Pile Cushion	Material: _____ Area: _____ (in. ²) Thickness/Sheet: _____ (in.) No. of Sheets: _____ Total Thickness of Pile Cushion: _____ (in.)													
	Pile	Pile Type: _____ Wall Thickness: _____ (in.) Taper: _____ Cross Sectional Area: _____ (in. ²) Weight/Foot: _____ Ordered Length: _____ (ft.) Design Load: _____ (kips) Ultimate Pile Capacity: _____ (kips) Description of Splice: _____ _____ Driving Shoe/Closure Plate Description: _____ _____ Submitted By: _____ Date: _____ Telephone No.: _____ Fax No.: _____													

Figure 1
Pile and Driving Equipment Data Form (From FHWA-HI-097-014)

Appendix

Physical:

Size: 100mm X 190mm X 50mm (4 inches X 7.5 inches X 2 inches)
Weight: 0.7 kg (1.5 lb.)
Temperature range: -10 to 50°C (14 to 104°F) operating
Power: built-in rechargeable battery w/ 8 hour min duration
Display: LCD, 4 Lines x 16 characters, viewing area 62 mm by 26 mm (2.5 inches by 1 inch)
Keypad: Large key (1.27 mm²), non tactile

Electronic:

32 bit microcontroller up to 20.97 MHz
12 bit digital to analog converter 8 bit 4 channel analog to digital converter
Internal microphone 70 to 115 dB
RS232 connector for data transfer
4 MB internal memory

Functional and Other:

Maximum blow detection rate: 68 bpm for open end diesel hammers; 300 bpm for all others
Furnished with SAXLINK program for data transfer in text format
Operates in English or SI units
Full one year warranty
Technical manual included

SPECIAL NOTE FOR CONCRETE SEALING

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

I. DESCRIPTION. Perform all work in accordance with the Department's 2019 Standard Specifications, and applicable Supplemental Specifications, the attached sketches, and these Notes. Section references are to the Standard Specifications.

This work consists of: (1) Furnish all labor, materials, tools, and equipment; (2) Clean the bridge deck; (3) Seal the bridge deck; (4) Maintain & control traffic; and, (5) Any other work specified as part of this contract.

II. MATERIALS.

A. Sealer. Use one of the following:

Product	Supplier
Protectosil BHN	Evonik Industries
Protectosil 300S	Evonik Industries
TK-590-40 Tri-Silane 40%	TK Products
SW-244-100	Chemical Products Industries, Inc.
TK-590-1 MS Tri-Silane	TK Products
MasterProtect H1000	BASF
Aquanil Plus 40	ChemMasters
SIL-ACT ATS-100	Advanced Chemical Technologies
Certivex Penseal BTS 100%	Vexcon
Pentreat 244-40	W.R. Meadows
Aquanil Plus 40A	ChemMasters

- B. Coverage Rate:** Follow all manufacturers recommendations for coverage rates except the application rate must not exceed the square footage coverage rate per gallon of sealer as given in the chart below. If the manufacturer recommends a coverage rate greater than given in the table below, apply sealer at the rate given in the table below for the chosen sealers silane percentage.

% Silane	Coverage rate (ft ² /gallon)
100	300
40	120
20	60

III. CONSTRUCTION.

- A. Curing Compound.** Contrary to Section 609.03.12 of the specifications, curing compound is not to be used on this deck due to potentially causing issues with the concrete sealer. During the deck pour, finishing, and tining operations the Class AA concrete shall be kept continuously moist with the use of a mister until burlap or curing blankets are applied to the surface. At no point should water be pooling or running off the surface or the surface of the concrete be allowed to become dry. After the burlap or curing blankets are installed, cure in accordance with the specifications. Include all costs in the unit price bid for Class AA concrete. Failure to properly cure the concrete in accordance with this note and the specifications may result in weakened or cracked concrete. If the concrete is weakened or cracked due to improper curing, the contractor will be responsible for providing alternates to fix the issues to the Engineer for review and the contractor will be solely responsible for all costs to do so, up to complete replacement. Do not begin any construction on fixing any issues without approval of the Engineer.
- B. Cleaning the Deck.** Dry clean the deck to remove all loose debris. Remove all visible hydrocarbons from the surface with detergent approved by the manufacturer of the deck sealant. Pressure wash all surfaces to be sealed at 2000 to 3000 psi. Install pressure gauges at each wand to verify pressure. Use 30° fan tip or as recommended by the manufacturer of the deck sealant. Hold pressure washing wand a minimum of 45° from the deck with a maximum stand-off distance of 12 inches.
- C. Sealing the Deck.** Allow new concrete to cure a minimum 28 days prior to application of sealer. Monitor weather conditions prior to sealer application. Refer to manufacturer's recommendations for proper ambient conditions. Do not apply sealer if precipitation is anticipated within the time stated by the manufacturer. Allow the deck to dry 24 hours (after washing or rain event) before sealer application. The deck can be reopened to traffic while drying. Sealer must be applied within 48 hours of washing or the deck must be rewashed. Divide the deck into predefined areas of specific square footage to aid in

determining usage. Comply with manufacturer's usage recommendation. Using a low pressure pump, apply sealer and spread evenly with broom or squeegee; do not allow pooling to remain. When each predefined area is complete, measure the amount of sealer used to verify proper usage. After sealing, follow manufacturer's recommended cure time before opening to traffic. On vertical surfaces, apply the sealer in a flooding application from the bottom up, so the material runs down 6 to 8 inches below the spray pattern.

D. Inspection: Monitor all aspects of the project to assure compliance to this specification. Observe and document general conditions during the entirety of the project. Verify that each phase of work has been satisfactorily completed prior to beginning the next phase. Phases are described as follows:

1. Dry cleaning to remove loose debris, verify and document:
 - a. All debris has been removed and disposed of properly.
2. Removal of hydrocarbons, verify and document:
 - a. The manufacturer's recommended detergent is used for removal.
 - b. Hydrocarbons have been satisfactorily removed.
3. Pressure washing, verify and document:
 - a. Washing pressure at the wand.
 - b. Tip size used.
 - c. Wash angle and stand-off distance.
 - d. The deck is satisfactorily cleaned.
4. Sealer application, verify and document:
 - a. Proper cure time for new concrete.
 - b. Deck surface is dry.
 1. Document time since washed.
 2. Was deck opened to traffic after washing?
 - c. Ambient conditions.
 1. Document ambient temperature, surface temperature, relative humidity, and dew point.
 - d. Application and distribution method.
 - e. Coverage to be complete and even.
 - f. Material is not allowed to remain pooled.
 - g. Monitor material usage.
 - h. No traffic until proper cure time is allowed.

IV. MEASUREMENT

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

V. PAYMENT

- A. Concrete Sealing.** Payment at the contract unit price per square feet is full compensation for the following: (1) Furnish all labor, materials, tools, and equipment; (2) Clean the bridge deck; (3) Seal the bridge deck and all other

portions of concrete required to be sealed; (4) Maintain & control traffic; and, (5)
Any other work specified as part of this contract.

SPECIAL NOTE FOR INLAID PAVEMENT MARKERS

I. DESCRIPTION

Except as provided herein, perform all work in accordance with the Department's Standard and Supplemental Specifications and applicable Standard and Sepia Drawings, current editions. Article references are to the Standard Specifications. This work shall consist of:

- (1) Maintain and Control Traffic; and (2) furnish and install Inlaid Pavement Markers (IPMs) in recessed grooves; and (3) any other work as specified by these notes and the Contract.

II. MATERIALS

The Department will sample all materials in accordance with the Department's Sampling Manual. Make the materials available for sampling a sufficient time in advance of the use of the materials to allow for the necessary time for testing unless otherwise specified in these Notes.

A. Maintain and Control Traffic. See Traffic Control Plan.

B. Markers. Provide reflective lenses with depth control breakaway positioning tabs. Before furnishing the markers, provide to the Engineer the manufacturer's current recommendations for adhesives and installation procedures. Use one brand and design throughout the project. Use markers meeting the specifications in the table below.

SPECIFICATIONS FOR HOUSING AND REFLECTOR	
Material:	Polycarbonate Plastic
Weight:	Housing 2.00 oz.
	Reflector 2.00oz.
Housing Size:	5.00" x 3.00" x 0.70" high
Specific Intensity of Reflectivity at 0.2° Observation Angle	
White:	3.0 at 0°entrance angle
	1.2 at 20°entrance angle
Yellow:	60% of white values
Red:	25% of white values

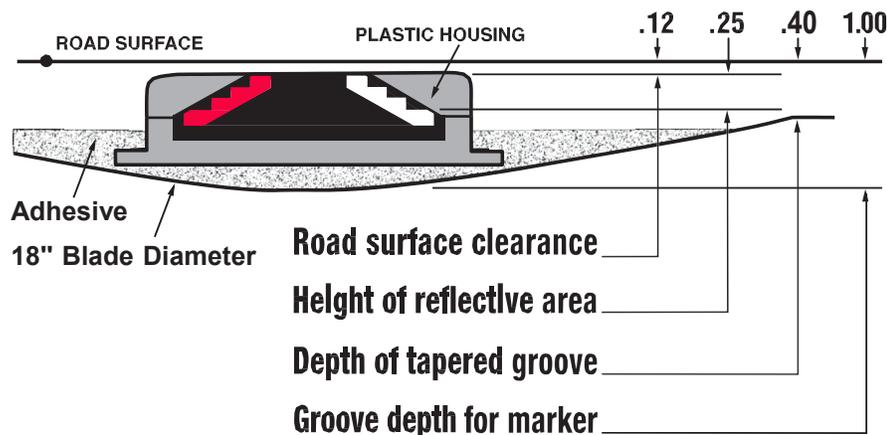
C. Adhesives. Use adhesives that conform to the manufacturer's recommendations.

III. CONSTRUCTION

A. Maintain and Control Traffic. See Traffic Control Plan.

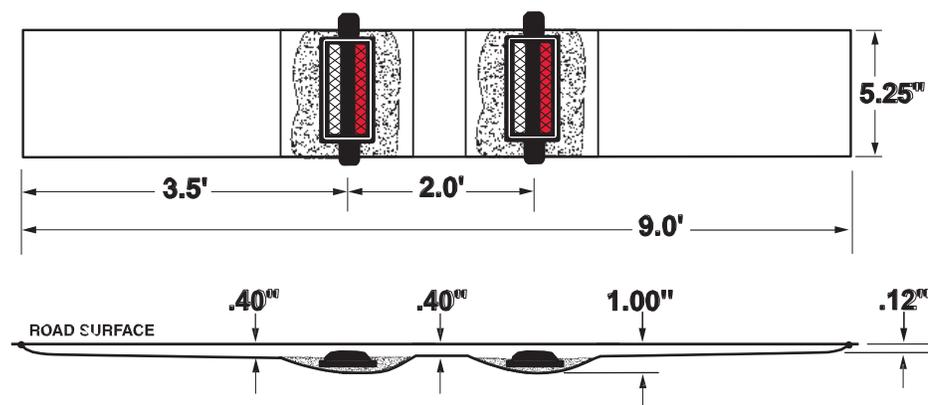
B. Installation. Install IPMs in recessed grooves cut into the final course of pavement according to the manufacturer's recommendations. Do not cut the grooves until the pavement has cured sufficiently to prevent damaging the pavement. Cut installation grooves using diamond blades on saws that accurately control groove dimensions. Remove all dirt, grease, oil, loose or unsound layers, and any other material from the marker area which would reduce the bond of the adhesive. Maintain pavement surfaces in a clean condition until placing markers.

Prepare the pavement surfaces, and install the markers in the recessed groove according to the drawing below. Use an approved snowplowable epoxy adhesive. Ensure that the adhesive bed area is equal to the bottom area of the marker, and apply adhesive in sufficient quantity to force excess out around the entire perimeter of the marker. Use materials, equipment, and construction procedures that ensure proper adhesion of the markers to the pavement surface according to the manufacturer's recommendations. Remove all excess adhesive from in front of the reflective faces. If any adhesive or foreign matter cannot be removed from the reflective faces, or if any marker fails to properly adhere to the pavement surface, remove and replace the marker at no additional cost to the Department.



Inlaid Pavement Markers
Page 3 of 4

C. Location and Spacing. Install the markers in the pattern for high reflectivity with two (2) IPMs per groove. Locate and space markers as shown in the current standard drawings or sepias (note: use Inlaid Pavement Markers wherever Type V Pavement Markers are called for). Do not install markers on bridge decks. Do not install a marker on top of a pavement joint or crack. Offset the recessed groove a minimum of **3** inches from any longitudinal pavement joint or crack and at least one inch from the painted stripe, ensuring that the finished line of markers is straight with minimal lateral deviation. Give preference to maintaining the **3**-inch offset between recessed groove and joint as opposed to keeping the line of markers straight.



Place inlaid markers as much in line with existing pavement striping as possible. Place markers installed along an edge line or channelizing line so that the near edge of the plastic housing is no more than one inch from the near edge of the line. Place markers installed along a lane line between and in line with the dashes. Do not place markers over the lines except where the lines deviate visibly from their correct alignment, and then only after obtaining the Engineer's prior approval of the location.

If conflicts between recessed groove placement in relation to pavement joint and striping cannot be resolved, obtain the Engineer's approval to eliminate the marker or revise the alignment.

D. Disposal of Waste. Dispose of all removed pavement, debris, and other waste at sites off the right of way obtained by the Contractor at no additional cost to the Department. See Special Note for waste and Borrow.

E. Restoration. Be responsible for all damage to public and/or private property resulting from the work. Restore all damaged features in like kind materials and design at no additional cost to the Department.

Inlaid Pavement Markers

Page 4 of 4

F. On-Site Inspection. Make a thorough inspection of the site prior to submitting a bid and be thoroughly familiar with existing conditions so that the work can be expeditiously performed after a contract is awarded. The Department will consider submission of a bid as evidence of this inspection having been made and will not honor any claims for money or grant Contract time extensions resulting from site conditions.

G. Caution. Do not take information shown on the drawings and in this proposal and the types and quantities of work listed as an accurate or complete evaluation of the material and conditions to be encountered during construction, but consider the types and quantities of work listed as approximate only. The bidder must draw his own conclusion as to the conditions encountered. The Department does not give any guarantee as to the accuracy of the data and no claim will be considered for additional compensation or extension of Contract time if the conditions encountered are not in accordance with the information shown.

IV. MEASUREMENT

A. Maintain and Control Traffic. See Traffic Control Plan.

B. "INLAID PAYMENT MARKER" shall be measured as each. One (1) installation of "INLAID PAVEMENT MARKER" will consist of grooving the pavement, removing cuttings and debris, preheating pavement to remove moisture, adhesives, and installation of two (2) markers with all lenses in accordance with this note.

Note: Each pay item of Inlaid Pavement Marker will require two markers.

V. PAYMENT

A. Maintain and Control Traffic. See Traffic Control Plan.

B. Inlaid Pavement Markers. The Department will make payment for the completed and accepted quantity of completely installed "INLAID PAVEMENT MARKERS" at the Contract unit price, each. Accept payment as full compensation for all labor, equipment, materials, and incidentals to accomplish this work to the satisfaction of the Engineer. A system of one (1) groove and two (2) markers shall be paid as one "INLAID PAVEMENT MARKER". The bid item "INLAID PAVEMENT MARKER" shall be used regardless of the color and type of lenses required.

December 5, 2018

August 2020

**US 641 Calloway County
SPECIAL NOTE FOR TC ENERGY AGREEMENT FOR GAS LINE CROSSING
AND
PROJECT CONSTRUCTION PHASING**

This project involves crossing three high pressure gas lines at multiple locations within the project limits. The Kentucky Transportation Cabinet (KYTC), Department of Highways has worked with TC Energy (aka Trans Canada Gas) to obtain an agreement regarding crossing gas lines under TC Energy jurisdiction.

Specific locations wherein the gas lines are crossed are shown on the plans. In addition, Plan Sheet R79C details specific requirements per the KYTC Agreement with TC Energy. These requirements must be followed or the agreement with TC Energy will be nullified.

The Agreement with TC Energy is in effect until August 13, 2021. Thus, project construction phasing must be developed such that the 8-inch Class A Concrete Cap as shown on Sheet R79C has been constructed and approved by TC Energy representatives prior to August 1, 2021. All work associated with crossing the gas lines completed prior to completion of the concrete cap must be done in strict compliance with the Agreement with TC Energy, the referenced Guidelines, and the Heavy Equipment Crossing Information Form provided by TC Energy. Once the concrete cap is constructed and approved, and the required TC Energy Heavy Equipment Crossing Forms completed as appropriate, typical construction practices for crossing the gas lines may be used.

Construction of the concrete cap must be completed and approved by the Engineer and TC Energy by August 1, 2021. Failure to complete the work by August 1, 2021 may result in delays associated with working with TC Energy to extend the Agreement by one year until 2022. In event construction of the concrete cap cannot be completed by August 1, 2021, the Contractor waives all claims for delay associated with the KYTC obtaining an extension for the Agreement.



ANR Pipeline Company

ENCROACHMENT AGREEMENT

Kentucky Transportation Cabinet
200 Mero Street
Frankfort, KY 40601

October 20, 2019

**Re: US Highway 641 Expansion
Calloway County, KY**

TC Energy's Pipeline Integrity Group Engineer has completed a review of your proposal for the above captioned project. The results of the review are contained in the Engineering Guidelines dated **August 13, 2019** (the "Guidelines"), which are attached hereto and incorporated herein as Exhibit A. Kentucky Transportation Cabinet (hereinafter "**Applicant**"), and its contractors will be held responsible to adhere to the terms herewith provided by which ANR Pipeline Company (hereinafter "**ANR**"), issues this Encroachment Agreement (the "Agreement").

- 1 **Term: Two Years (730 days) from the date of this document stated above (August 13, 2019). Construction activity permitted under this agreement must be completed within this stated term.**
- 2 All work must comply with the Guidelines and your approved design plans and drawings which have been stamped "**Reviewed and Approved as Noted by TC Energy Engineering Pipeline Integrity Group Engineer**" and which are attached hereto and incorporated herein as Exhibit B (the "Approved Plans"). Any changes to the design, description, and/or construction within the Approved Plans must be approved in writing, and in advance of any construction, by TC Energy's Pipeline Integrity Group Engineer. Such approval, if given, shall be deemed to be subject to all the terms and conditions hereof. Upon separate written request, subsequent to installation of the facility, **Applicant** will provide **ANR** with an as-built drawing related to the crossing(s) on the Property.
- 3 The crossing of **ANR** pipelines shall be made in accordance with all applicable laws, rules and regulations relative to pipeline construction. **Applicant** agrees to maintain all facilities installed pursuant to the **Applicant's** project in good condition at all times, and that such maintenance shall conform to all applicable rules, laws and regulations.
- 4 Prior to commencement of **Applicant's** construction and/or installation activities, **Applicant** shall provide **ANR** with a schedule of its proposed activities. **ANR** must have a representative on site at all times when work is being performed over/near its pipelines and/or within its Right of Way and Easement.
- 5 Except for emergency situations, notice of at least seventy-two (72) hours in advance of any maintenance must be provided. You must contact **ANR** Operations representative: **Ryan Delancey, Cell 859.377.0713**: *Please note that voice messages do not constitute 72-hour notice. Person to person contact must be made.*
- 6 Compliance with these terms and those contained in the Guidelines does not suggest or imply that you, your contractors, consultants or any other associated party is relieved of any responsibility or liability in the event **ANR's** pipelines or facilities are damaged in any way before, during or after the construction of the encroachment. **Applicant** does not waive any rights that it may have against any third parties who cause any damage or injury to **ANR**, its affiliates, parent and subsidiary companies, and **ANR** will hold all parties responsible for costs incurred for any issues arising from **Applicant's** activities.

- 7 The rights and consent granted by this Agreement may not be assigned without **ANR's** prior written consent. The responsibilities and obligations of **Applicant** pursuant to this agreement shall extend to its successors and assigns.
- 8 All rights granted hereunder shall be subject and subordinate to the paramount rights granted to **ANR** to occupy and use all or any portion or portions of its right of way and easement in its operations, and the operations conducted by **Applicant** will be performed at no direct cost or expense to **ANR**.
- 9 Please be advised that **ANR** is now and will continue to utilize the land included within said easement for pipeline purposes and that in doing so, may at any time, or from time to time, enter upon said land, place and transport machinery and equipment thereon, and excavate trenches and ditches thereon. **ANR** facilities will not be removed from service, nor will the placement of such facilities be adjusted because of **Applicant's** facility.
- 10 **Applicant**, on behalf of itself and any other person or entity claiming by or through **Applicant**, hereby waives, releases, discharges and agrees to save, defend, hold harmless and indemnify **ANR**, its affiliates, parent and subsidiary companies, and each of their respective successors, assigns, affiliates, owners, members, officers, directors, shareholders, employees, agents, contractors and subcontractors, and any other individuals or entities claiming by or through any of them (collectively, the "Releasees"), from and against all claims, causes of action, suits, debts, expenses, general damages, interest, costs and demands whatsoever, against the Releasees, which arise out of, are connected with, or relate in any way **Applicant's** activities as contemplated herein.
- 11 **Applicant** shall secure all necessary permits from all governmental agencies having jurisdiction thereof for the installation, maintenance and operation of **Applicant's** project and shall comply with all applicable laws, rules and regulations at all times hereafter. The consent hereby granted is subject to the existing easement rights and/or leasehold interests of **ANR** at the above referenced location. **ANR** cannot, and does not, by execution of this Agreement, grant a right of way or other land use rights to **Applicant** but executes this Agreement solely to signify that insofar as its interests are concerned and insofar as such is required under applicable law, it consents to the **Applicant's** proposed project, provided such project is completed and maintained in accordance with the provisions of this Agreement, and the exhibits attached to this Agreement, and all applicable laws, rules and regulations. Therefore, **Applicant** agrees to secure any other rights of way, easements and/or permits from any parties holding interests in the real property concerned and which are necessary for **Applicant's** construction, installation, operation and maintenance of **Applicant's** Project. Nothing herein contained shall be construed as impairing any rights or privileges or obligations of **ANR** under its easement and/or leasehold rights to the real property identified above, including the construction of additional pipelines and appurtenances from time to time (if allowed for therein).
- 12 Prior to any construction activities within the right of way all contractors must be provided and have in their possession a copy of this Agreement, including the Guidelines dated **August 13, 2019** and the Approved Plans to confirm that they are aware of the conditions, requirements and obligations for crossing pursuant to this Agreement.
- 13 **ANR requires that Applicant and/or each of Applicant's contractors/subcontractors on this project submit State One Call tickets (call 811) in accordance with the applicable One Call system's advance notification requirements for each different phase of the project that involves earth disturbance (grading, excavating, trenching, digging, etc.).**

ANR looks forward to working with you to minimize impact resulting from this project and also provide for the safety of the general public and the integrity of our pipelines. Should you have any further questions regarding this Agreement please contact me at **1.800.562.8931**.

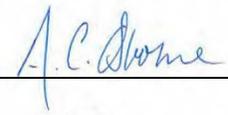
No work is permitted under the terms of this Encroachment Agreement until the Encroachment Agreement has been countersigned, dated and a copy returned to: us_crossings@transcanada.com

By: 

Name: Karen Macejewski

Title: Land Representative and As Authorized Signatory

Date: August 13, 2019

By: 

Name: Alex Osborne

Title: Manager, Land Services and As Authorized Signatory

Date: August 13, 2019

COUNTERSIGNED AND AGREED TO:
For: **Kentucky Transportation Cabinet**

By: 

Name: E. Chris Kuntz

Title: TEBM Project Development

Date: 8/13/2020

The signature below is to be secured on site prior to construction activity within the ANR Right of Way to confirm presence of a TC Energy Representative.

TC Energy representative: _____

Printed Name: _____

cc: Land Representative w/att
Field Tech(s) w/att

 TRANSCANADA OPERATING PROCEDURE (FORM)			
Title: Heavy Equipment Crossing Information Form			
Revision: 08	Effective Date: 2012/06/28	Status: Issued	

TOP Contact: Aprameya Ambalae

Instructions:

- This form is to be completed in conjunction with [Pipeline Crossing and Encroachment Procedure](#) (EDMS No. 003858625) and [Pipeline Crossing and Encroachment Procedure \(Canada\)](#) (EDMS No. 003674617).
- Save this form using the following naming convention (Steps 2 is only required if you are filing the form electronically).
 - Forms associated with Procedures: Procedure Title_Avantis Facility ID_Work Order #.doc** (e.g. Heavy Equipment Crossing_00005_474056.doc)
 - Attach the completed form to the Avantis Work Order (if/where applicable), please refer to the 'Attaching Documents to Work Orders' [website](#) and [user guide](#).
- For information on filing and the onsite/offsite retention requirements, please refer to the '[Facility Filing Structure Reference](#)' compliance list (EDMS No. 003794696).
- Please complete form and send/fax to Regional Land Manager or in Canada – TransCanada Land Department.

Crossing Information (To be completed by on-site technician)	
Requesting Company /Stakeholder:	Ph.: ()
Stakeholder Type: <input type="checkbox"/> Landowner, <input type="checkbox"/> Contractor, <input type="checkbox"/> Utility, <input type="checkbox"/> Developer, <input type="checkbox"/> Other (describe)	
Notified How? <input type="checkbox"/> One Call, <input type="checkbox"/> Contacted by Landowner, <input type="checkbox"/> Aerial Patrol, <input type="checkbox"/> Other (describe)	
Legal Location / Milepost / MLV / GPS Location:	
Affected Line Number(s):	
Units of Measurement: <input type="checkbox"/> Imperial(e.g. lbs / ft), <input type="checkbox"/> Metric (e.g. kg / m), <input type="checkbox"/> Other (describe)	
TCPL Drawing # (if applicable):	
Permanent Crossing - Date Required:	
Temporary Crossing - Approx. Date / Duration:	

Pipeline Information (To be completed by on-site technician)				
	Line 1	Line 2	Line 3	Line 4
Pipeline OD (in)				
Pipeline Wall Thickness (<input type="checkbox"/> in <input type="checkbox"/> mm)				
Pipeline SMYS or Grade (<input type="checkbox"/> psi <input type="checkbox"/> kPa)				
Class Location				
MAOP of Pipeline Segment (<input type="checkbox"/> psi <input type="checkbox"/> kPa)				
Existing Depth of Cover (<input type="checkbox"/> in <input type="checkbox"/> m)				
Note: If more than four pipelines are being crossed with different attributes please complete this section for the additional lines and attach multiple copies to heavy equipment form.				

TRANSCANADA OPERATING PROCEDURE (FORM)			
Title: Heavy Equipment Crossing Information Form			
Revision: 08	Effective Date: 2012/06/28	Status: Issued	Page 2 of 3

Soils Information (To be completed by on-site technician, consult engineering if unsure of category)	
Soil Type (Select one)	<input type="checkbox"/> Granular Materials without cohesion (dry sand) / <input type="checkbox"/> Sand and Gravel / <input type="checkbox"/> Saturated Topsoil / <input type="checkbox"/> Clay / <input type="checkbox"/> Saturated Clay / <input type="checkbox"/> Other (describe):
Soil Saturation Level (Select One)	<input type="checkbox"/> Wet / <input type="checkbox"/> Dry / <input type="checkbox"/> Normally Dry / <input type="checkbox"/> Normally Wet / <input type="checkbox"/> Transitional Area Dry to Wet / <input type="checkbox"/> Other (describe):
Crossing Type (Select One)	<input type="checkbox"/> Asphalt / <input type="checkbox"/> Concrete / <input type="checkbox"/> Timber Mats / <input type="checkbox"/> No pavement / <input type="checkbox"/> Other (describe):
Construction Type if known (Select One)	<input type="checkbox"/> Open Cut / <input type="checkbox"/> Bored Crossing / <input type="checkbox"/> Open cut-rock / <input type="checkbox"/> Other (describe):

Please complete the following tables for the heaviest vehicle in each category (It is recommended that this section be completed by the encroaching party).

TIRED VEHICLES - Permanent Access Vehicles	
Total Vehicle Weight:	
lbs	
kg	
Axle Groupings	Weight per Axle Group (<input type="checkbox"/> lbs <input type="checkbox"/> kg)
Single	
Tandem (8 Wheel)	
Tandem (16 Wheel)	
Tridem	
Other (specify):	

TIRED VEHICLES - Temporary Access Vehicles	
Total Vehicle Weight:	
lbs	
kg	
Axle Groupings	Weight per Axle Group (<input type="checkbox"/> lbs <input type="checkbox"/> kg)
Single	
Tandem (8 Wheel)	
Tandem (16 Wheel)	
Tridem	
Other (specify):	

TRACKED VEHICLES				
Max Vehicle Weight	Make	Model	Track Length	Track Shoe
(<input type="checkbox"/> lbs <input type="checkbox"/> kg)			(<input type="checkbox"/> ft <input type="checkbox"/> m)	(<input type="checkbox"/> ft <input type="checkbox"/> m)

Note: Prior to use, please validate paper copies against the official version (Doc ID 003677225) in EDMS (General Library).

 TRANSCANADA OPERATING PROCEDURE (FORM)			
Title: Heavy Equipment Crossing Information Form			
Revision: 08	Effective Date: 2012/06/28	Status: Issued	Page 3 of 3

Please include an explanation or diagram or photos of the crossing equipment using the space provided:

Note: Prior to use, please validate paper copies against the official version (Doc ID 003677225) in EDMS (General Library).

SPECIAL NOTE

For Tree Removal

**Calloway County
IMPROVE US-641 FROM THE TENNESSEE STATE LINE
TO MURRAY PRIORITY SECTION 2; FROM TENN.
STATE LINE TO CLARKS RIVER BRIDGE.**

Item No. 01-314.2

**NO CLEARING OF TREES 5 INCHES OR GREATER (DIAMETER BREAST
HEIGHT) FROM JUNE 1 THROUGH JULY 31.**

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

Special Note for Bridge Demolition, Renovation and Asbestos Abatement

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

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



COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET
transportation.ky.gov

Andy Beshear
GOVERNOR

Jim Gray
SECRETARY

Asbestos Inspection Report

To: Brad Whybark

District: 1

Date: May 11, 2020

Conducted By: O'Dail Lawson

Report Prepared By: O'Dail Lawson

Project and Structure Identification

Project Number: Calloway 01-314.20

Structure ID: 018B00105N

Structure Location: US 641 South over a Tributary of the Middle Fork of Clark's River

Sample Description: Any suspect materials collected were negative for asbestos.

Inspection Date: May 19, 2020

Results and Recommendations

The results of the samples collected were negative for the presence of asbestos above 1%. No abatement is required at this time.

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

ENVIRONMENTAL TRAINING CONCEPTS, INC
P.O. Box 99603 Louisville, KY 40269
(502)640-2951

Certification Number: ETC-AIR-031120-00387

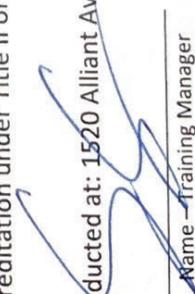
O'Dail Lawson

has on 03-11-2020, attended and successfully completed the requirements and passed the examination with a score of 70% of better on the entitled course.

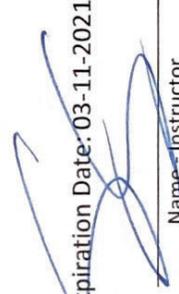
ASBESTOS INSPECTOR REFRESHER

Training was in accordance with 40 CFR Part 763 (AHERA) approved by the Commonwealth of Kentucky, the Indiana Department of Environmental Management, Tennessee Department of Environment & Conservation and The Arkansas Department of Environmental Quality. The above student received requisite training for Asbestos Accreditation under Title II of the Toxic Substance Act (TSCA).

Conducted at: 1520 Alliant Ave., Louisville, KY


Name: Training Manager

Expiration Date: 03-11-2021


Name: Instructor



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)
01-314.20	CALLOWAY	12FO FD52 018 6879002R	STP 6411 (039)

PROJECT DESCRIPTION

WIDEN US 641

No Additional Right of Way Required

Construction will be within the limits of the existing right of way. The right of way was acquired in accordance to FHWA regulations under the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, as amended. No additional right of way or relocation assistance were required for this project.

Condition # 1 (Additional Right of Way Required and Cleared)

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.

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

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	57	EXCEPTION (S) Parcel #	ANTICIPATED DATE OF POSSESSION WITH EXPLANATION
Number of Parcels That Have Been Acquired			
Signed Deed	53		
Condemnation			
Signed ROE	4		

Notes/ Comments (Text is limited. Use additional sheet if necessary.)
Signed Right of Entry Agreements obtained on Parcels 72, 73, 74, and 79

LPA RW Project Manager		Right of Way Supervisor	
Printed Name		Printed Name	Chuck Watkins for RW Supervisor Greg Morgan
Signature		Signature	Digitally signed by Chuck Watkins
Date		Date	Date: 2020.09.02 09:53:44 -05'00'
Right of Way Director		FHWA	
Printed Name		Printed Name	ERIC GABRIEL
Signature	2020.09.02	Signature	ERIC GABRIEL
Date	Date: 2020.09.02 10:02:48 -05'00'	Date	ROTHERMEL Digitally signed by ERIC GABRIEL ROTHERMEL Date: 2020.09.02 12:30:51 -04'00'

UTILITIES AND RAIL CERTIFICATION NOTE

**Calloway County
FD04 018 0641 000-007 MARS #68790 01 U
US 641 NEW ROUTE
1-314.20**

GENERAL PROJECT NOTE ON UTILITY PROTECTION

N/A

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

TC ENERGY (Trans Canada)
Main line Sta. 6350+00 – 6360+00
Tom Taylor Trail Sta. 52+00 – 54+50

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

N/A

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

The following locations are restricted from work until the existing Utilities are relocated.
6129+62.87 – 6130+20 WKRECC, WK&T Rural Telephone, Spectrum along State Line Road
6155+00 – 6156+50 Paris/Henry County Gas, WK&T, WKRECC, Spectrum along E.W. Miller Road
6196+00 – 6198+50 WKRECC, Spectrum, WK&T along Brandon Road
6225+50 – 6227+50 WKRECC, Spectrum, WK&T along Luring Road
6270+50 – 6272+50 WKRECC, Spectrum, WK&T along Phillips Drive
6320+00 – 6322+00 WKRECC, Spectrum, AT&T along Midway Road
6377+00 – 6380+00 Murray Gas, WKRECC, AT&T along Tom Taylor Trail
6432+50 – 103+00 Rt Murray Gas, Lt. AT&T

Utility Clearance Dates

- AT&T – November 1, 2020
- WK&T – December 1, 2020
- WKRECC - October 15, 2020
- Spectrum – November 15, 2020
- Paris/Henry Co. Gas – September 15, 2020
- South 641 Water District – November 1, 2020
- Murray Gas – December 1, 2020

UTILITIES AND RAIL CERTIFICATION NOTE

Calloway County
FD04 018 0641 000-007 MARS #68790 01 U
US 641 NEW ROUTE
1-314.20

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 (Utility Company(s) Name). 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 Resident 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

N/A

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)**

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

UTILITIES AND RAIL CERTIFICATION NOTE

Calloway County
FD04 018 0641 000-007 MARS #68790 01 U
US 641 NEW ROUTE
1-314.20

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.

BEFORE YOU DIG

The contractor is instructed to call 1-800-752-6007 to reach KY 811, the one-call system for information on the location of existing underground utilities. The call is to be placed a minimum of two (2) and no more than ten (10) business days prior to excavation. The contractor should be aware that owners of underground facilities are not required to be members of the KY 811 one-call Before-U-Dig (BUD) service. The contractor must coordinate excavation with the utility owners, including those whom do not subscribe to KY 811. It may be necessary for the contractor to contact the County Court Clerk to determine what utility companies have facilities in the area.

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>
Spectrum Cable	Daryl Hulsey	812-253-2755
Murray Electric Comm.	Brad King	270-762-1716
West KY RECC	Milton Jones	270-705-1695
TC Energy	Melissa Miller	731-782-3182
Murray Natural Gas	Jaimey Erwin	270-762-0336
Paris Henry Co. Gas	Binh Chau	731-642-1361
AT&T	Amanda Berkley	270-444-5047
WK Rural Telephone (WK&T)	Tim Merrick	270-856-1878
South 641 Water District	Hank Stanfield	270-492-8857

SPECIAL NOTE

§401 Water Quality Certification
Letter of Permission No.: WQCLOP2020-042-7M
US 641 Improvements- Calloway Co
AI No.: 160724; Activity ID: APE20190002
KYTC Item No.: 1-314.2
USACE ID No.: LRL-2019-00887-ncc
Calloway County, Kentucky

In accordance with the attached Water Quality Certification issued by the Kentucky Division of Water (KDOW), the contractor shall notify the KYTC Division of Environmental Analysis (Dave.Harmon@ky.gov and Andrew.Logsdon@ky.gov) as well as the KDOW Water Quality Certification Section (Samantha.Vogeler@ky.gov and Elizabeth.Harrod@ky.gov) of the scheduled start of construction activities at least two weeks before the start of construction and upon the substantial completion of construction no later than two week post-construction.

The contractor shall submit as-built drawings to the KDOW Water Quality Certification Section within 90 days after substantial completion of construction.

The contractor shall not conduct in-stream work during the fish spawning season, April 15th through June 15th, without prior written approval from the KDOW Water Quality Certification Section.

KyTC BMP Plan for Project 01 – 314.20



Kentucky Transportation Cabinet

Highway District 1

And

_____ **(2), Construction**

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

Groundwater protection plan

For Highway Construction Activities

For

**Reconstruct US 641 from KY 893 to Middle Fork
Of Clarks River
Calloway County, KY**

Project: PCN ##-####

KyTC BMP Plan for Project 01 – 314.20

Project information

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

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

Phone number: (2)
Contact: (2)
Contractors agent responsible for compliance with the KPDES permit requirements (3):
4. Project Control Number (2)
5. Route (Address) US 641, Murray KY 42071
6. Latitude/Longitude (project mid-point) 36^32'34"N, 88^20'13"W
7. County (project mid-point) - Calloway
8. Project start date (date work will begin): (2)
9. Projected completion date: (2)

KyTC BMP Plan for Project 01 – 314.20

A. Site description:

1. Nature of Construction Activity (from letting project description) – Reconstruct US 641 from TN state line to Clarks River just south of Murray
2. Order of major soil disturbing activities (2) and (3)
3. Projected volume of material to be moved 729,133 CY
4. Estimate of total project area (acres) 247 acres
5. Estimate of area to be disturbed (acres) 247 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.
7. Data describing existing soil condition - The geologic mapping indicates that alluvial soils consisting of sand, silt, sandy gravel, and cherty rubble are present at the site.
8. Data describing existing discharge water quality (if any) (1) & (2)
9. Receiving water name – Middle Fork Clarks River, Clarks River
10. TMDLs and Pollutants of Concern in Receiving Waters: (1 DEA)
11. Site map – Project layout sheet plus the erosion control sheets in the project plans that depict Disturbed Drainage Areas (DDAs) and related information. These sheets depict the existing project conditions with areas delineated by DDA (drainage area bounded by watershed breaks and right of way limits), the storm water discharge locations (either as a point discharge or as overland flow) and the areas that drain to each discharge point. These plans define the limits of areas to be disturbed and the location of control measures. Controls will be either site specific as designated by the designer or will be annotated by the contractor and resident engineer before disturbance commences. The project layout sheet shows the surface waters and wetlands.
12. Potential sources of pollutants:

KyTC BMP Plan for Project 01 – 314.20

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

B. Sediment and Erosion Control Measures:

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

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

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

KyTC BMP Plan for Project 01 – 314.20

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.

- 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

KyTC BMP Plan for Project 01 – 314.20

- 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.
 - 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 : Channel Lining

C. Other Control Measures

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

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

3. Hazardous Waste

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

KyTC BMP Plan for Project 01 – 314.20

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:**

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:**

KyTC BMP Plan for Project 01 – 314.20

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

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

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

➤ **Fertilizers:**

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

➤ **Paints:**

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

➤ **Concrete Truck Washout:**

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

➤ **Spill Control Practices**

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

KyTC BMP Plan for Project 01 – 314.20

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

D. Other State and Local Plans

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

E. Maintenance

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

KyTC BMP Plan for Project 01 – 314.20

the purpose of post construction storm water management with specific guidance for any non-routine maintenance. (1)

F. Inspections

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

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

KyTC BMP Plan for Project 01 – 314.20

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

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

H. Groundwater Protection Plan (3)

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

- Contractors statement: (3)

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

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

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

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

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

KyTC BMP Plan for Project 01 – 314.20

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

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

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

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

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

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

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

SPECIAL NOTE

Filing of eNOI for KPDES Construction Stormwater Permit

County: Calloway

Route: US 641

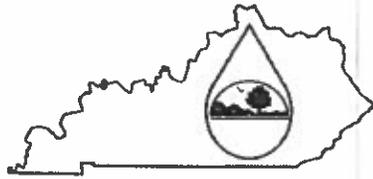
Item No.: 1-314.20

KDOW Submittal ID:

Project Description: Reconstruct US 641 from TN state line to Murray

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 Danny Peake, Director, Division of Environmental Analysis, TCOB, 200 Mero Street, Frankfort, KY 40622, Phone: (502) 564-7250.



KENTUCKY POLLUTION DISCHARGE ELIMINATION SYSTEM (KPDES)

Notice of Intent (NOI) for coverage of Storm Water Discharge Associated with Construction Activities Under the KPDES Storm Water General Permit KYR100000

[Click here for Instructions \(Controls/KPDES_FormKYR10_Instructions.htm\)](#)

Click here to obtain information and a copy of the KPDES General Permit. (<http://step.ky.gov/formlibrary/Documents/KYR10PermitPage.pdf>)

(*) Indicates a required field; (✓) indicates a field may be required based on user input or is an optionally required field

Reason for Submittal: (*) Application for New Permit Coverage	Agency Interest ID: Agency Interest ID	Permit Number: (✓) KPDES Permit Number
If change to existing permit coverage is requested, describe the changes for which modification of coverage is being sought: (✓)		
<p>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.</p> <p>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.</p>		
SECTION I -- FACILITY OPERATOR INFORMATION (PERMITTEE)		
Company Name: (✓) KYTC	First Name: (✓) Jason	M.I.: MI
		Last Name: (✓) Looper
Mailing Address: (*) 5501 KY dam Road	City: (*) Paducah	State: (*) Kentucky
		Zip: (*) 42003
eMail Address: (*) jason.looper@ky.gov	Business Phone: (*) 270-898-2431	Alternate Phone: 270-210-2398
SECTION II -- GENERAL SITE LOCATION INFORMATION		
Project Name: (*) US 641 - SYP Item#01-314.20	Status of Owner/Operator: (*) State Government	SIC Code: (*) 1811 Highway and Street I
Company Name: (✓) KYTC	First Name: (✓) Jason	M.I.: P
		Last Name: (✓) Looper
Site Physical Address: (*) US 641 - Calloway County		
City: (*) Murray	State: (*) Kentucky	Zip: (*) 42071
County: (*) Calloway	Latitude(decimal degrees)(*)DMS to DD Converter (https://www.fcc.gov/media/radio/dms-decimal) 36°32'34"	Longitude(decimal degrees)(*) 88°20'13"
SECTION III -- SPECIFIC SITE ACTIVITY INFORMATION (✓)		
Project Description: (*) New Construction of US 641 - 4 lane route - from Murray to KY-TN State Line in Hazel, KY		
a. For single projects provide the following information		
Total Number of Acres In Project: (✓) 245.99	Total Number of Acres Disturbed: (✓) 245.99	
Anticipated Start Date: (✓) 10/1/2020	Anticipated Completion Date: (✓) 12/1/2023	
b. For common plans of development provide the following information		
Total Number of Acres In Project: (✓) # Acres(s)	Total Number of Acres Disturbed: (✓) # Acres(s)	
Number of individual lots in development, if applicable: (✓) # lot(s)	Number of lots in development: (✓) # lot(s)	
Total acreage of lots intended to be developed: (✓) Project Acres	Number of acres intended to be disturbed at any one time: (✓) Disturbed Acres	
Anticipated Start Date: (✓)	Anticipated Completion Date: (✓)	
List Building Contractor(s) at the time of Application: (*)		

SECTION IV – IF THE PERMITTED SITE DISCHARGES TO A WATER BODY THE FOLLOWING INFORMATION IS REQUIRED			
Discharge Point(s):			
<input type="checkbox"/> Unnamed Tributary?	Latitude	Longitude	Receiving Water Name
+			
SECTION V – IF THE PERMITTED SITE DISCHARGES TO A MS4 THE FOLLOWING INFORMATION IS REQUIRED			
Name of MS4: <input type="text"/>			
Date of application/notification to the MS4 for construction site permit coverage:		Discharge Point(s):(*)	
Date: <input type="text"/>		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 type="text"/>	
If Yes, describe scope of activity: (✓)		describe scope of activity	
Is a Clean Water Act 404 permit required?:(*)		<input type="text"/>	
Is a Clean Water Act 401 Water Quality Certification required?:(*)		<input type="text"/>	
SECTION VII – NOI PREPARER INFORMATION			
First Name:(*) Jason	M.I.: Mi	Last Name:(*) Looper	Company Name:(*) KYTC
Mailing Address:(*) 5501 KY dam Road	City:(*) Paducah	State:(*) Kentucky	Zip:(*) 42003
eMail Address:(*) jason.looper@ky.gov	Business Phone:(*) 270-898-2431	Alternate Phone: 270-210-2398	
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:(*) KYLE POAT		Title:(*) CDE	
First Name:(*) Kyle	M.I.: Mi	Last Name:(*) POAT	
eMail Address:(*) KYLE.POAT@KY.GOV	Business Phone:(*) 2708982431	Alternate Phone: Phone	Signature Date:(*) Date
<input type="button" value="Click to Save Values for Future Retrieval"/> <input type="button" value="Click to Submit to EEC"/>			



DEPARTMENT OF THE ARMY
U.S. ARMY ENGINEER DISTRICT, LOUISVILLE
CORPS OF ENGINEERS
P.O. BOX 59
LOUISVILLE KY 40201-0059
FAX: (502) 315-6677
<http://www.lrl.usace.army.mil/>

August 14, 2020

Regulatory Division
South Branch (RDS)
ID No. LRL-2019-887-ncc

Mr. Roy Collins
Kentucky Transportation Cabinet (KYTC), DEA
200 Mero Street
Frankfort, Kentucky 40622

Dear Mr. Collins:

This is in regard to your application for a Department of the Army (DA) permit concerning the proposed reconstruction of an approximate 7-mile section of US Highway 641 in the form of a four-lane divided highway from south of Murray, Kentucky to the Kentucky state line in Hazel, Kentucky (KYTC Item No. 1-314.20). The proposed project would impact the Middle Fork Clarks River (MFCR), Brushy Creek and a number of ephemeral, intermittent and perennial streams. To minimize stream impacts, bridges would be constructed at MFCR and Brushy Creek. A bridge would also be required over a tributary to MFCR near Brandon Lane on the north end of the project. A 1,760' channel change is also proposed with this crossing. We have reviewed your application and have made the following determinations: the work is minor in nature, will not have a significant impact on the environment, and should encounter no opposition.

Based on these determinations, your proposed work satisfies the Letter of Permission (LOP) criteria, as specified in our regulations. Therefore, you are authorized, in accordance with 33 USC 403, to place fill material into approximately 3,202 linear feet of intermittent tributaries and 680 linear feet of perennial streams. In addition, the proposed project would impact 0.095 acre of an open water pond, and 2.04 acres of wetland. This permission is granted with the following Special Conditions:

- a. The project shall be constructed in accordance with the plans included in the November 18, 2019 application for KYTC Item No. 1-314.20 and all subsequent information received regarding changes to the original submittal.
- b. The permittee shall comply with the transmittal of the General Water Quality Certification (WQC) for the Letter of Permission Authorizing Transportation Projects for the Kentucky

Transportation Cabinet, #WQCLOP2020-042-7, dated June 17, 2020, or any subsequent modifications to the WQC.

- c. To compensate for stream and wetland impacts, KYTC shall provide a receipt from the Kentucky Department of Fish and Wildlife Resources (KDFWR) Stream and Wetland Mitigation In-Lieu Fee Program for the purchase of 5,925 stream Adjusted Mitigation Units (AMUs) and 4.7 wetland AMUs. AMUs must be purchased prior to the discharge of fill into “waters of the U.S.” The Corps ID number LRL-2019-887-ncc must accompany the payment. Inquiries regarding credit purchase may be made directly to KDFWR by calling Mr. Clifford Scott (502) 564-5101, by email at Clifford.scott@ky.gov, or in writing at Kentucky Department of Fish and Wildlife Resources, Division of Fisheries, #1 Sportsman’s Lane, Frankfort, Kentucky 40601.
- d. Should AMUs become available, the permittee may purchase or debit 4,938 stream AMUs and/or 3.9 wetland AMUs from an approved mitigation bank and shall provide a receipt documenting that credits have been purchased or shall ensure AMUs are debited from a KYTC bank or advanced mitigation site prior to the discharge of fill into “waters of the U.S.”
- e. The permittee shall comply with the Kentucky Transportation Cabinet Memorandum of Agreement, Pursuant to 36 CFR PART 800.6, Reconstruction and Improvement to US 641, Calloway County, Kentucky, Kentucky Transportation Cabinet Item No. 1-314.2, executed on November 11, 2019.
- f. To minimize potential adverse effects on gray bat foraging and commuting habitat, the permittee shall comply with minimization measures provided within pages 12-13 of the Biological Assessment for the project.
- g. The permittee shall account for potential adverse effects to the Indiana bat and its habitat through the processes identified in the 2015 Interim Programmatic Agreement for Forest Dwelling bats between the Federal Highway Administration, KYTC, and the U.S. Fish and Wildlife Service’ (USFWS) Kentucky Field Office.
- h. To compensate for impacts to northern long-eared bat (NLEB), the permittee shall comply with the USFWS’ programmatic biological opinion for the 4(d) rule for NLEB.
- i. The permittee must report to the USFWS Kentucky Field Office regarding any departures from the plans submitted, results of any surveys conducted, or any dead, injured, or sick NLEBs that are found during the construction of the project.
- j. The time limit for completing the work authorized ends on **August 14, 2025**. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least 1 month before the above date is reached.

- k. Upon completion of construction you are to notify the District Engineer. The enclosed Completion Report form must be completed and returned to this office.
- l. You must agree to comply with the enclosed General Conditions.

We have also determined that the reported Pond PUB1 is an isolated pond, and Ephemeral Streams 1, 2, 3, 4, and 5 are ephemeral features, all of which are excluded from regulation under Section 404 of the Clean Water Act. As such, these features are not considered to be "waters of the U.S." and are not regulated under Section 404 of the Clean Water Act.

This letter contains an approved jurisdictional determination for your subject site. If you object to this determination, you may request an administrative appeal under Corps regulations at 33 CFR Part 331. Enclosed you will find a Notification of Appeal Process (NAP) fact sheet and Request for Appeal (RFA) form. If you request to appeal this determination, you must submit a completed RFA form to the Lakes and Rivers Division Office at the following address:

U.S. Army Corps of Engineers
ATTN: Jacob Siegrist
Appeal Review Officer CELRD-PD-REG
550 Main Street, Room 10-714
Cincinnati, OH 45202-3222

In order for a RFA to be accepted by the Corps, the Corps must determine that it is complete, that it meets the criteria for appeal under 33 CFR Part 331.5, and that it has been received by the Division Office within 60 days of the date of the NAP. Should you decide to submit a RFA form, it must be received at the above address by **October 13, 2020**. It is not necessary to submit an RFA form to the Division office if you do not object to the determination in this letter.

This jurisdictional determination is valid for a 5-year period from the date of this letter unless new information warrants revision of the determination before the expiration date.

The delineation included herein has been conducted to identify the location and extent of the aquatic resource boundaries and/or the jurisdictional status of aquatic resources for purposes of the Clean Water Act for the particular site identified in this request. This delineation and/or jurisdictional determination may not be valid for the Wetland Conservation Provisions of the Food Security Act of 1985, as amended. If you or your tenant are USDA program participants, or anticipate participation in USDA programs, you should discuss the applicability of a certified wetland determination with the local USDA service center prior to starting work."

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

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

FOR THE DISTRICT ENGINEER:

David Baldrige
Chief, South Branch
Regulatory Division

Enclosures

(I accept the conditions of this authorization):

Kentucky Transportation Cabinet

Date

AUTHORIZED AGENT

(Via email)

Mr. David Waldner
Palmer Engineering
400 Shoppers Drive
P.O. Box 747
Winchester, Kentucky 40392-0747

COORDINATING AGENCY

(Via email)

Ms. Elizabeth Harrod
Kentucky Energy & Environment Cabinet
Division of Water
300 Sower Boulevard, 3rd Floor
Frankfort, KY 40601

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

GENERAL CONDITIONS:

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

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

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

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

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

12. The permittee shall not perform any work under the LOP which is likely to jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act, or which is likely to destroy or adversely modify the critical habitat of such species. The permittee shall notify the Corps and coordinate the proposed action with the USFWS to determine if any listed species or critical habitat might be affected and/or adversely modified by the proposed work. No activity is authorized under the LOP which "may affect" a listed species or critical habitat, unless Section 7 consultation addressing the effects of the proposed activity has been completed. At the direction of the Corps, the permittee shall complete the necessary consultation with the USFWS, satisfying the requirements of Section 7(a)(2) of the Endangered Species Act. The permittee shall not begin work until notified by the District Engineer that the requirements of the Endangered Species Act have been satisfied and that the activity is authorized. Authorization of an activity under the LOP does not authorize the "take" of a threatened or endangered species as defined under the Federal Endangered Species Act. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the U.S. Fish and Wildlife Service, both lethal and non-lethal "takes" of protected species are in violation of the Endangered Species Act.

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

by the proposed action.

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

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

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

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

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

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

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

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

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

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

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

PART II
SPECIFICATIONS AND STANDARD DRAWINGS

SPECIFICATIONS REFERENCE

Any reference in the plans or proposal to previous editions of the *Standard Specifications for Road and Bridge Construction* and *Standard Drawings* are superseded by *Standard Specifications for Road and Bridge Construction, Edition of 2019* and *Standard Drawings, Edition of 2020*.

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 ROCK BLASTING

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

1.0 DESCRIPTION. This work consists of fracturing rock and constructing stable final rock cut faces using presplit blasting and production blasting techniques.

2.0 MATERIALS. Deliver, store, and use explosives according to the manufacturer's recommendations and applicable laws. Do not use explosives outside their recommended use date. Verify date of manufacture and provide copies of the technical data sheets (TDS) and material safety data sheets (MSDS) to the Engineer. Explosives and initiating devices include, but are not necessarily limited to, dynamite and other high explosives, slurries, water gels, emulsions, blasting agents, initiating explosives, detonators, blasting caps, and detonating cord.

3.0 CONSTRUCTION. Furnish copies or other proof of all-applicable permits and licenses. Comply with Federal, State, and local regulations on the purchase, transportation, storage, and use of explosive material. Regulations include but are not limited to the following:

- 1) KRS 351.310 through 351.9901.
- 2) 805 KAR 4:005 through 4:165
- 3) Applicable rules and regulations issued by the Office of Mine Safety and Licensing.
- 4) Safety and health. OSHA, 29 CFR Part 1926, Subpart U.
- 5) Storage, security, and accountability. Bureau of Alcohol, Tobacco, and Firearms (BATF), 27 CFR Part 181.
- 6) Shipment. DOT, 49 CFR Parts 171-179, 390-397.

3.1 Blaster-in-Charge. Designate in writing a blaster-in-charge and any proposed alternates for the position. Submit documentation showing the blaster-in-charge, and alternates, have a valid Kentucky blaster's license. Ensure the blaster-in-charge or approved alternate is present at all times during blasting operations.

3.2 Blasting Plans. Blasting plans and reports are for quality control and record keeping purposes. Blasting reports are to be signed by the blaster-in-charge or the alternate blaster-in-charge. The general review and acceptance of blasting plans does not relieve the Contractor of the responsibility whatsoever for conformance to regulations or for obtaining the required results. All blasting plans shall be submitted to the Engineer. The Engineer will be responsible for submitting the plan to the Central Office Division of Construction and the Division of Mine Reclamation and Enforcement, Explosives and Blasting Branch at the following address: 2 Hudson Hollow, Frankfort, Kentucky, 40601.

- A) General Blasting Plan.** Submit a general blasting plan for acceptance at least 15 working days before drilling operations begin. Include, as a minimum, the following safety and procedural details:

- 1) Working procedures and safety precautions for storing, transporting, handling, detonating explosives. Include direction on pre and post blast audible procedures, methods of addressing misfires, and methods of addressing inclement weather, including lightning.
- 2) Proposed product selection for both dry and wet holes. Furnish Manufacturer's TDS and MSDS for all explosives, primers, initiators, and other blasting devices.
- 3) Proposed initiation and delay methods.
- 4) Proposed format for providing all the required information for the site specific blasting shot reports.

B) Preblast Meeting. Prior to drilling operations, conduct a preblast meeting to discuss safety and traffic control issues and any site specific conditions that will need to be addressed. Ensure, at a minimum, that the Engineer or lead inspector, Superintendent, blaster-in-charge, and all personnel involved in the blasting operation are present. Site specific conditions include blast techniques; communication procedures; contingency plans and equipment for dealing with errant blast material. The conditions of the General Blasting plan will be discussed at this meeting. Record all revisions and additions made to the blasting plan and obtain written concurrence by the blaster-in-charge. Provide a copy of the signed blast plan to the Engineer along with the sign in sheet from the preblast meeting.

3.3 Preblast Condition Survey and Vibration Monitoring and Control. Before blasting, arrange for a preblast condition survey of nearby buildings, structures, or utilities, within 500 feet of the blast or that could be at risk from blasting damage. Provide the Engineer a listing of all properties surveyed and any owners denying entry or failing to respond. Notify the Engineer and occupants of buildings at risk at least 24 hours before blasting.

Limit ground vibrations and airblast to levels that will not exceed limits of 805 KAR 4:005 through 4:165. More restrictive levels may be specified in the Contract.

Size all blast designs based on vibration, distance to nearest building or utility, blast site geometry, atmospheric conditions and other factors. Ground vibrations are to be controlled according to the blasting standards and scaled distance formulas in 805 KAR 4:020 or by the use of seismographs as allowed in 805 KAR 4:030. The Department will require seismographs at the nearest allowable location to the protected site when blasting occurs within 500 feet of buildings, structures, or utilities.

3.4 Blasting. Drill and blast at the designated slope lines according to the blasting plan. Perform presplitting to obtain smooth faces in the rock and shale formations. Perform the presplitting before blasting and excavating the interior portion of the specified cross section at any location. The Department may allow blasting for fall benches and haul roads prior to presplitting when blasting is a sufficient distance from the final slope and results are satisfactory to the Engineer. Use the types of explosives and blasting accessories necessary to obtain the required results.

Free blast holes of obstructions for their entire depth. Place charges without caving the blast hole walls. Stem the upper portion of all blast holes with dry sand or other granular material passing the 3/8-inch sieve. Dry drill cuttings are acceptable for stemming when blasts are more than 800 feet from the nearest dwelling.

11D

Stop traffic during blasting operations when blasting near any road and ensure traffic does not pass through the Danger Zone. The blaster-in-charge will define the Danger Zone prior to each blast. Ensure traffic is stopped outside the Danger Zone, and in no case within 800 feet of the blast location.

Following a blast, stop work in the entire blast area, and check for misfires before allowing worker to return to excavate the rock.

Remove or stabilize all cut face rock that is loose, hanging, or potentially dangerous. Leave minor irregularities or surface variations in place if they do not create a hazard. Drill the next lift only after the cleanup work and stabilization work is complete.

When blasting operations cause fracturing of the final rock face, repair or stabilize it in an approved manner at no cost to the Department.

Halt blasting operations in areas where any of the following occur:

- 1) Slopes are unstable;
- 2) Slopes exceed tolerances or overhangs are created;
- 3) Backslope damage occurs;
- 4) Safety of the public is jeopardized;
- 5) Property or natural features are endangered;
- 6) Fly rock is generated; or
- 7) Excessive ground or airblast vibrations occur in an area where damage to buildings, structures, or utilities is possible.
- 8) The Engineer determines that materials have become unsuitable for blasting

Blasting operations may continue at a reasonable distance from the problem area or in areas where the problems do not exist. Make the necessary modifications to the blasting operations and perform a test blast to demonstrate resolution of the problem.

A) Drill Logs. Maintain a layout drawing designating hole numbers with corresponding drill logs and provide a copy of this information to the blaster prior to loading the hole. Ensure the individual hole logs completed by the driller(s) show their name; date drilled; total depth drilled; and depths and descriptions of significant conditions encountered during drilling that may affect loading such as water, voids, changes in rock type.

B) Presplitting. Conduct presplitting operations in conformance with Subsection 204.03.04 of the Standard Specifications for Road and Bridge Construction.

3.5 Shot Report. Maintain all shot reports on site for review by the Department. Within one day after a blast, complete a shot report according to the record keeping requirements of 805 KAR 4:050. Include all results from airblast and seismograph monitoring.

3.6 Unacceptable Blasting. When unacceptable blasting occurs, the Department will halt all blasting operations. Blasting will not resume until the Department completes its investigation and all concerns are addressed. A blast is unacceptable when it results in fragmentation beyond the final rock face, fly rock, excessive vibration or airblast, overbreak, damage to the final rock face or overhang. Assume the cost for all resulting damages to private and public property and hold the Department harmless.

11D

When an errant blast or fly rock causes damage to or blocks a road or conveyance adjacent to the roadway, remove all debris from the roadway as quickly as practicable and perform any necessary repairs. Additionally, when specified in the Contract, the Department will apply a penalty.

Report all blasting accidents to the Division of Mine Reclamation and Enforcement, Explosives and Blasting Branch at 502-564-2340.

4.0 MEASUREMENT AND PAYMENT. The Department will not measure this work for payment and will consider all items contained in this note to be incidental to either Roadway Excavation or Embankment-in-Place, as applicable. However, if the Engineer directs in writing slope changes, then the Department will pay for the second presplitting operation as Extra Work.

The Department will measure for payment material lying outside the typical section due to seams, broken formations, or earth pockets, including any earth overburden removed with this material, only when the work is performed under authorized adjustments.

The Department will not measure for payment any extra material excavated because of the drill holes being offset outside the designated slope lines.

The Department will not measure for payment any material necessary to be removed due to the inefficient or faulty blasting practices.

June 15, 2012

SPECIAL NOTE FOR TURF REINFORCING MAT

1.0 DESCRIPTION. Install turf reinforcement mat at locations specified in the Contract or as the Engineer directs. Section references herein are to the Department's Standard Specifications for Road and Bridge Construction, current edition.

2.0 MATERIALS.

2.1 Turf Reinforcement Mat (TRM). Use a Turf Reinforcement Mat defined as permanent rolled erosion control product composed of non-degradable synthetic fibers, filaments, nets, wire mesh and/or other elements, processed into a three-dimensional matrix of sufficient thickness and from the Department's List of Approved Materials. Mats must be 100% UV stabilized materials. For TRMs containing degradable components, all physical property values must be obtained on the non-degradable portion of the matting exclusively. Ensure product labels clearly show the manufacturer or supplier name, style name, and roll number. Ensure labeling, shipment and storage follows ASTM D-4873. The Department will require manufacturer to provide TRMs that are machine constructed web of mechanically or melt bonded nondegradable fibers entangled to form a three dimensional matrix. The Department will require all long term performance property values in table below to be based on non degradable portion of the matting alone. Approved methods include polymer welding, thermal or polymer fusion, or placement of fibers between two high strength biaxially oriented nets mechanically bound by parallel stitching with polyolefin thread. Ensure that mats designated in the plans as Type 4 mats, are not to be manufactured from discontinuous or loosely held together by stitching or glued netting or composites. Type 4 mats shall be composed of geosynthetic matrix that exhibits a very high interlock and reinforcement capacities with both soil and root systems and with high tensile modulus. The Department will require manufacturer to use materials chemically and biologically inert to the natural soil environments conditions. Ensure the blanket is smolder resistant without the use of chemical additives. When stored, maintain the protective wrapping and elevate the mats off the ground to protect them from damage. The Department will not specify these materials for use in heavily acidic coal seam areas or other areas with soil problems that would severally limit vegetation growth.

- A) Dimensions. Ensure TRMs are furnished in strips with a minimum width of 4 feet and length of 50 feet.
- B) Weight. Ensure that all mat types have a minimum mass per unit area of 7 ounces per square yard according to ASTM D 6566.
- C) Performance Testing: The Department will require AASHTO's NTPEP index testing. The Department will also require the manufacturer to perform internal MARV testing at a Geosynthetic Accreditation Institute – Laboratory Accreditation Program (GAI-LAP) accredited laboratory for tensile strength, tensile elongation, mass per unit area, and thickness once every 24,000 yds of production or whatever rate is required to ensure 97.7% confidence under ASTM D4439& 4354. The Department will require Full scale testing for slope and channel applications shear stress shall be done under ASTM D 6459, ASTM D 6460-07 procedures.

2.2 Classifications

The basis for selection of the type of mat required will be based on the long term shear stress level of the mat of the channel in question or the degree of slope to protect and will be designated in the contract. The Type 4 mats are to be used at structural backfills protecting critical

structures, utility cuts, areas where vehicles may be expected to traverse the mat, channels with large heavy drift, and where higher factors of safety, very steep slopes and/or durability concerns are needed as determined by project team and designer and will be specified in the plans by designer.

Turf Reinforcement Matting					
Properties ¹	Type 1	Type 2	Type 3	Type 4	Test Method
Minimum tensile Strength lbs/ft	125	150	175	3000 by 1500	ASTM D6818 ²
UV stability (minimum % tensile retention)	80	80	80	90	ASTM D4355 ³ (1000-hr exposure)
Minimum thickness (inches)	0.25	0.25	0.25	0.40	ASTM D6525
Slopes applications	2H:1V or flatter	1.5H:1V or flatter	1H:1V or flatter	1 H: 1V or greater	
Shear stress lbs/ft ² Channel applications	6.0 ⁴	8.0 ⁴	10.0 ⁴	12.0 ⁴	ASTM D6459 ASTM D6460-07

¹ For TRMs containing degradable components, all physical property values must be obtained on the non-degradable portion of the matting alone.

²Minimum Average Roll Values for tensile strength of sample material machine direction.

³Tensile Strength percentage retained after stated 1000 hr duration of exposure under ASTM D4355 testing. Based on nondegradable components exclusively.

⁴Maximum permissible shear design values based on short-term (0.5 hr) vegetated data obtained by full scale flume testing ASTM D6459, D6460-07. Based on nondegradable components exclusively. Testing will be done at Independent Hydraulics Facility such as Colorado State University hydraulics laboratory, Utah State University hydraulics laboratory, Texas Transportation Institute (TTI) hydraulics and erosion control laboratory.

2.3 Quality Assurance Sampling, Testing, and Acceptance

- A) Provide TRM listed on the Department’s List of Approved Materials. Prior to inclusion on the LAM, the manufacturer of TRM must meet the physical and performance criteria as outlined in the specification and submit a Letter Certifying compliance of the product under the above ASTM testing procedures and including a copy of report from Full Scale Independent Hydraulics Facility that Fully Vegetated Shear Stress meets shear stress requirements tested under D6459 and D6460-07.
- B) Contractors will provide a Letter of Certification from Manufacturer stating the product name, manufacturer, and that the product MARV product unit testing results meets Department criteria. Provide Letters once per project and for each product.
- C) Acceptance shall be in accordance with ASTM D-4759 based on testing performed by a Geosynthetic Accreditation Institute – Laboratory Accreditation Program (GAI-LAP) accredited laboratory using Procedure A of ASTM D-4354.

Current mats meeting the above criteria are shown on the Department’s List of Approved Materials.

2.4 Fasteners. When the mat manufacturer does not specify a specific fastener, use steel wire U-shaped staples with a minimum diameter of 0.09 inches (11 gauge), a minimum width of one inch and a minimum length of 12 inches. Use a heavier gauge when working in rocky or clay soils and longer lengths in sandy soils as directed by Engineer or Manufacturer’s Representative. Provide staples with colored tops when requested by the Engineer.

3.0 CONSTRUCTION. When requested by the Engineer, provide a Manufacturer’s Representative on-site to oversee and approve the initial installation of the mat. When requested by the Engineer, provide a letter from the Manufacturer approving the installation. When there is a conflict between the Department’s criteria and the Manufacturer’s criteria, construct using the more restrictive. The Engineer and Manufacturer’s Representative must approve all alternate installation methods prior to execution. Construct according to the Manufacturer’s recommendations and the following as minimum installation technique:

3.1 Site Preparation. Grade areas to be treated with matting and compact. Remove large rocks, soil clods, vegetation, roots, and other sharp objects that could keep the mat from intimate contact with subgrade. Prepare seedbed by loosening the top 2 to 3 inch of soil.

3.2 Installation. Install mats according to Standard Drawing Sepias “Turf Mat Channel Installation” and “Turf Mat Slope Installation.” Install mats at the specified elevation and alignment. Anchor the mats with staples with a minimum length of 12 inches. Use longer anchors for installations in sandy, loose, or wet soils as directed by the Engineer or Manufacturer’s Representative. The mat should be in direct contact with the soil surface.

4.0 MEASUREMENT. The Department will measure the quantity of Turf Reinforcement Mat by the square yard of surface covered. The Department will not measure preparation of the bed, providing a Manufacturer’s Representative, topsoil, or seeding for payment and will consider them incidental to the Turf Reinforcement Mat. The Department will not measure any reworking of slopes or channels for payment as it is considered corrective work and incidental to the Turf Reinforcement Mat. Seeding and protection will be an incidental item.

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>
23274EN11F	Turf Reinforcement Mat 1	Square Yard
23275EN11F	Turf Reinforcement Mat 2	Square Yard
23276EN11F	Turf Reinforcement Mat 3	Square Yard
23277EN11F	Turf Reinforcement Mat 4	Square Yard

June 15, 2012

SPECIAL PROVISION FOR EMBANKMENT AT BRIDGE END BENT STRUCTURES

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

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

2.0 MATERIALS.

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

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

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

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

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

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

excavation stability, at no expense to the Department.

2.4 Structure Granular Backfill. Conform to Subsection 805.11

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

3.0 CONSTRUCTION.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.0 MEASUREMENT.

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

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

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

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

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

consider it incidental to the work.

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

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

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

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

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

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

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

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
02223	Granular Embankment	Cubic Yards
02231	Structure Granular Backfill	Cubic Yards

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

September 16, 2016

PART III

EMPLOYMENT, WAGE AND RECORD REQUIREMENTS

FHWA-1273 -- Revised May 1, 2012

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

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

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

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

ATTACHMENTS

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

II. NONDISCRIMINATION

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

I. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

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

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

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is utilized in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

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

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

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

2. Withholding

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

3. Payrolls and basic records

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

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

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

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

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

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

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

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

b. Trainees (programs of the USDOL).

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

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

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

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

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

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

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

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

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

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS**

**EMPLOYMENT REQUIREMENTS
RELATING TO
NONDISCRIMINATION OF EMPLOYEES
(APPLICABLE TO FEDERAL-AID SYSTEM CONTRACTS)**

**AN ACT OF THE KENTUCKY GENERAL ASSEMBLY
TO PREVENT DISCRIMINATION IN EMPLOYMENT**

**KRS CHAPTER 344
EFFECTIVE JUNE 16, 1972**

The contract on this project, in accordance with KRS Chapter 344, provides that during the performance of this contract, the contractor agrees as follows:

1. The contractor shall not fail or refuse to hire, or shall not discharge any individual, or otherwise discriminate against an individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, national origin, sex, disability or age (forty and above); or limit, segregate, or classify his employees in any way which would deprive or tend to deprive an individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, national origin, sex, disability or age forty (40) and over. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor shall not print or publish or cause to be printed or published a notice or advertisement relating to employment by such an employer or membership in or any classification or referral for employment by the employment agency, indicating any preference, limitation, specification, or discrimination, based on race, color, religion, national origin, sex, or age forty (40) and over, or because the person is a qualified individual with a disability, except that such a notice or advertisement may indicate a preference, limitation, or specification based on religion, national origin, sex, or age forty (40) and over, or because the person is a qualified individual with a disability, when religion, national origin, sex, or age forty (40) and over, or because the person is a qualified individual with a disability, is a bona fide occupational qualification for employment.

3. If the contractor is in control of apprenticeship or other training or retraining, including on-the-job training programs, he shall not discriminate against an individual because of his race, color, religion, national origin, sex, disability or age forty (40) and over, in admission to, or employment in any program established to provide apprenticeship or other training.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance.

Revised: January 25, 2017

Standard Title VI/Non-Discrimination Assurances

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

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

Standard Title VI/Non-Discrimination Statutes and Authorities

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

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

EXECUTIVE BRANCH CODE OF ETHICS

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

KRS 11A.040 (7) provides:

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

KRS 11A.040 (9) states:

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

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

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

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

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

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

"General Decision Number: KY20200040 10/02/2020

Superseded General Decision Number: KY20190040

State: Kentucky

Construction Type: Highway

Counties: Allen, Ballard, Butler, Caldwell, Calloway, Carlisle, Christian, Crittenden, Daviess, Edmonson, Fulton, Graves, Hancock, Henderson, Hickman, Hopkins, Livingston, Logan, Lyon, Marshall, McCracken, McLean, Muhlenberg, Ohio, Simpson, Todd, Trigg, Union, Warren and Webster Counties in Kentucky.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	01/10/2020
2	01/31/2020
3	08/14/2020
4	08/28/2020
5	10/02/2020

BRIN0004-002 06/01/2017

BALLARD, BUTLER, CALDWELL, CARLISLE, CRITTENDEN, DAVIESS, EDMONSON, FULTON, GRAVES, HANCOCK, HENDERSON, HICKMAN, HOPKINS, LIVINGSTON, LYON, MARSHALL, MCCRACKEN, MCLEAN, MUHLENBERG, OHIO, UNION, and WEBSTER COUNTIES

	Rates	Fringes
BRICKLAYER		
Ballard, Caldwell, Carlisle, Crittenden, Fulton, Graves, Hickman, Livingston, Lyon, Marshall, and McCracken Counties.....	\$ 30.50	15.16
Butler, Edmonson, Hopkins, Muhlenberg, and Ohio Counties.....	\$ 26.80	12.38
Daviess, Hancock, Henderson, McLean, Union, and Webster Counties.....	\$ 30.00	15.16

BRTN0004-005 06/01/2017

ALLEN, CALLOWAY, CHRISTIAN, LOGAN, SIMPSON, TODD, TRIGG, and
WARREN COUNTIES

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

CARP0357-002 04/01/2019

	Rates	Fringes
CARPENTER.....	\$ 29.25	19.23
Diver.....	\$ 44.25	19.23
PILEDRIVERMAN.....	\$ 29.50	19.23

ELEC0369-006 05/28/2019

BUTLER, EDMONSON, LOGAN, TODD & WARREN COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 32.44	17.22

ELEC0429-001 01/01/2020

ALLEN & SIMPSON COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 27.72	13.48

ELEC0816-002 01/01/2020

BALLARD, CALDWELL, CALLOWAY, CARLISLE, CHRISTIAN, CRITTENDEN,
FULTON (Except a 5 mile radius of City Hall in Fulton), GRAVES,
HICKMAN, LIVINGSTON, LYON, MARSHALL, MCCRACKEN & TRIGG COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 33.58	25.5%+7.25

Cable spicers receive \$.25 per hour additional.

ELEC1701-003 06/01/2018

DAVISS, HANCOCK, HENDERSON, HOPKINS, MCLEAN, MUHLENBERG, OHIO,
UNION & WEBSTER COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 31.04	15.74

Cable spicers receive \$.25 per hour additional.

ELEC1925-002 01/01/2019

FULTON COUNTY (Up to a 5 mile radius of City Hall in Fulton):

	Rates	Fringes
CABLE SPLICER.....	\$ 25.80	12.16
ELECTRICIAN.....	\$ 25.20	13.74

ENGI0181-017 07/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 33.95	17.25
GROUP 2.....	\$ 31.09	17.25
GROUP 3.....	\$ 31.54	17.25
GROUP 4.....	\$ 30.77	17.25

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 equals or exceeds 150 ft. - \$1.00 above 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.

IRON0070-005 06/01/2020

BUTLER COUNTY (Eastern eighth, including the Townships of Decker, Lee & Tilford);
EDMONSON COUNTY (Northern three-fourths, including the Townships of Asphalt, Bee Spring, Brownsville, Grassland, Huff, Kyrock, Lindseyville, Mammoth Cave, Ollie, Prosperity, Rhoda, Sunfish & Sweden)

	Rates	Fringes
IRONWORKER		
Structural; Ornamental;		
Reinforcing; Precast		
Concrete Erectors.....	\$ 30.42	23.15

IRON0103-004 08/01/2018

DAVISS, HANCOCK, HENDERSON, HOPKINS, MCLEAN, OHIO, UNION & WEBSTER COUNTIES
BUTLER COUNTY (Townships of Aberdeen, Bancock, Casey, Dexterville, Dunbar, Elfie, Gilstrap, Huntsville, Logansport, Monford, Morgantown, Provo, Rochester, South Hill & Welchs Creek);
CALDWELL COUNTY (Northeastern third, including the Township of Creswell);
CHRISTIAN COUNTY (Northern third, including the Townships of Apex, Crofton, Kelly, Mannington & Wynns);
CRITTENDEN COUNTY (Northeastern half, including the Townships of Grove, Mattoon, Repton, Shady Grove & Tribune);
MUHLENBERG COUNTY (Townships of Bavier, Beech Creek Junction, Benton, Brennen, Browder, Central City, Cleaton, Depoy, Drakesboro, Eunis, Graham, Hillside, Luzerne, Lynn City, Martwick, McNary, Millport, Moorman, Nelson, Paradise, Powderly, South Carrollton, Tarina & Weir)

	Rates	Fringes
Ironworkers:.....	\$ 28.66	22.435

IRON0492-003 05/01/2018

ALLEN, LOGAN, SIMPSON, TODD & WARREN COUNTIES
BUTLER COUNTY (Southern third, including the Townships of Boston, Berrys Lick, Dimple, Jetson, Quality, Sharer, Sugar Grove & Woodbury);
CHRISTIAN COUNTY (Eastern two-thirds, including the Townships of Bennettstown, Casky, Herndon, Hopkinsville, Howell, Masonville, Pembroke & Thompsonville);
EDMONSON COUNTY (Southern fourth, including the Townships of Chalybeate & Rocky Hill);
MUHLENBERG COUNTY (Southern eighth, including the Townships of Dunnior, Penrod & Rosewood)

	Rates	Fringes
Ironworkers:.....	\$ 26.11	14.02

IRON0782-006 05/01/2018

BALLARD, CALLOWAY, CARLISLE, FULTON, GRAVES, HICKMAN, LIVINGSTON, LYON, MARSHALL, MCCRACKEN & TRIGG COUNTIES
CALDWELL COUNTY (Southwestern two-thirds, including the Townships of Cedar Bluff, Cider, Claxton, Cobb, Crowtown, Dulaney, Farmersville, Fredonia, McGowan, Otter Pond & Princeton);
CHRISTIAN COUNTY (Western third, Excluding the Townships of Apex, Crofton, Kelly, Mannington, Wynns, Bennettstown, Casky, Herndon, Hopkinsville, Howell, Masonville, Pembroke & Thompsonville);
CRITTENDEN COUNTY (Southwestern half, including the Townships of Crayne, Dycusburg, Frances, Marion, Mexico, Midway, Sheridan & Told)

	Rates	Fringes
Ironworkers:		
Projects with a total contract cost of \$20,000,000.00 or above.....	\$ 28.79	24.17
All Other Work.....	\$ 27.20	22.75

* LABO0189-005 07/01/2019

BALLARD, CALLOWAY, CARLISLE, FULTON, GRAVES, HICKMAN, LIVINGSTON, LYON, MARSHALL & MCCRACKEN COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 23.26	14.87
GROUP 2.....	\$ 23.51	14.87
GROUP 3.....	\$ 23.56	14.87
GROUP 4.....	\$ 24.16	14.87

LABORER 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; Blaster; 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

 * LABO0189-006 07/01/2019

ALLEN, BUTLER, CALDWELL, CHRISTIAN, DAVIESS, EDMONSON, HANCOCK, HOPKINS, LOGAN, MCLEAN, MUHLENBERG, OHIO, SIMPSON, TODD, TRIGG & WARREN COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 23.26	14.87
GROUP 2.....	\$ 23.51	14.87
GROUP 3.....	\$ 23.56	14.87
GROUP 4.....	\$ 24.16	14.87

LABORER 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; Blaster; 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

* LABO0561-001 07/01/2019

CRITTENDEN, HENDERSON, UNION & WEBSTER COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 22.86	15.05
GROUP 2.....	\$ 23.11	15.05
GROUP 3.....	\$ 23.16	15.05
GROUP 4.....	\$ 23.76	15.05

LABORER 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; Blaster; 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

* PAIN0032-002 09/01/2020

BALLARD COUNTY

	Rates	Fringes
Painters:		
Bridges.....	\$ 35.01	17.93
All Other Work.....	\$ 32.71	17.93
Spray, Blast, Steam, High & Hazardous (Including Lead Abatement) and All Epoxy - \$1.00 Premium		

PAIN0118-003 06/01/2014

EDMONSON COUNTY:

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

PAIN0156-006 04/01/2015

DAVIESS, HANCOCK, HENDERSON, MCLEAN, OHIO, UNION & WEBSTER COUNTIES

	Rates	Fringes
Painters:		
BRIDGES		
GROUP 1.....	\$ 27.60	12.85
GROUP 2.....	\$ 27.85	12.85
GROUP 3.....	\$ 28.60	12.85
GROUP 4.....	\$ 29.60	12.85
ALL OTHER WORK:		
GROUP 1.....	\$ 26.45	12.85

GROUP 2.....	\$ 26.70	12.85
GROUP 3.....	\$ 27.45	12.85
GROUP 4.....	\$ 28.45	12.85

PAINTER CLASSIFICATIONS

GROUP 1 - Brush & Roller

GROUP 2 - Plasterers

GROUP 3 - Spray; Sandblast; Power Tools; Waterblast;
Steamcleaning; Brush & Roller of Mastics, Creosotes, Kwinch
Koate & Coal Tar Epoxy

GROUP 4 - Spray of Mastics, Creosotes, Kwinch Koate & Coal
Tar Epoxy

PAIN0500-002 06/01/2018

CALDWELL, CALLOWAY, CARLISLE, CHRISTIAN, CRITTENDEN, FULTON,
GRAVES, HICKMAN, HOPKINS, LIVINGSTON, LYON, MARSHALL, MCCRACKEN
& TRIGG COUNTIES:

	Rates	Fringes
Painters:		
Bridges.....	\$ 27.75	13.60
All Other Work.....	\$ 21.50	13.60

Waterblasting units with 3500 PSI and above - \$.50 premium
Spraypainting and all abrasive blasting - \$1.00 premium
Work 40 ft. and above ground level - \$1.00 premium

PLUM0184-002 07/01/2018

BALLARD, CALDWELL, CALLOWAY, CARLISLE, CHRISTIAN, CRITTENDEN,
FULTON, GRAVES, HICKMAN, LIVINGSTON, LYON, MARSHALL, MCCRACKEN
and TRIGG COUNTIES

	Rates	Fringes
Plumber; Steamfitter.....	\$ 35.06	18.18

PLUM0502-004 08/01/2020

ALLEN, BUTLER, EDMONSON, SIMPSON & WARREN

	Rates	Fringes
Plumber; Steamfitter.....	\$ 36.92	20.78

* PLUM0633-002 07/01/2020

DAVISS, HANCOCK, HENDERSON, HOPKINS, LOGAN, MCLEAN,
MUHLENBERG, OHIO, TODD, UNION & WEBSTER COUNTIES:

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 32.17	19.30

TEAM0089-003 04/01/2019

ALLEN, BUTLER, EDMONSON, LOGAN, SIMPSON & WARREN COUNTIES

	Rates	Fringes
Truck drivers:		
Zone 1:		
Group 1.....	\$ 20.82	21.96
Group 2.....	\$ 21.00	21.96
Group 3.....	\$ 21.08	21.96
Group 4.....	\$ 21.10	21.96

GROUP 1 - Greaser; Tire Changer

GROUP 2 - Truck Mechanic; Single Axle Dump; Flat Bed; All Terrain Vehicles when used to haul materials; Semi Trailer or Pole Trailer when used to pull building materials and equipment; Tandem Axle Dump; Driver of Distributors

GROUP 3 - Mixer All Types

GROUP 4 - Winch and A-Frame when used in transporting materials; Ross Carrier; Fork Lift when used to transport building materials; Driver on Pavement Breaker; Euclid and Other Heavy Earth Moving Equipment; Low Boy; Articulator Cat; Five Axle Vehicle

TEAM0215-003 04/01/2019

DAVISS, HANCOCK, HENDERSON, HOPKINS, MCLEAN, MUHLENBERG, OHIO & WEBSTER COUNTIES

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 22.45	21.96
Group 2.....	\$ 22.68	21.96
Group 3.....	\$ 22.75	21.96
Group 4.....	\$ 22.76	21.96

GROUP 1: Greaser, Tire Changer

GROUP 2: Truck Mechanic

GROUP 3: Single Axle Dump; Flat Bed; All Terrain Vehicle when used to haul materials; Semi Trailer or Pole Trailer when used to pull building materials and equipment; Tandem Axle Dump; Driver of Distributors; Mixer All Types

GROUP 4: Euclid and other heavy earth moving equipment; Low Boy; Articulator Cat; 5 Axle Vehicle; Winch and A- Frame when used in transporting materials; Ross Carrier; Fork Lift when used to transport building materials; Driver on Pavement Breaker

TEAM0236-001 04/01/2019

BALLARD, CALDWELL, CALLOWAY, CARLISLE, CHRISTIAN, CRITTENDEN, FULTON, GRAVES, HICKMAN, LIVINGSTON, LYON, MARSHALL,

MCCRACKEN, TODD & TRIGG COUNTIES

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 20.82	21.96
Group 2.....	\$ 21.00	21.96
Group 3.....	\$ 21.00	21.96
Group 4.....	\$ 20.10	21.96
Group 5.....	\$ 21.08	21.96

GROUP 1: Greaser, Tire Changer

GROUP 2: Truck Mechanic

GROUP 3: Single Axle Dump; Flat Bed; All Terrain Vehicle when used to haul materials; Semi Trailer or Pole Trailer when used to pull building materials and equipment; Tandem Axle Dump; Drivers of Distributors

GROUP 4: Euclid and other heavy earth moving equipment; Low Boy; Articulator Cat; Five Axle Vehicle; Winch and A-Frame when used in transporting materials; Ross Carrier

GROUP 5: Mixer All Types

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage

determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

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

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

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

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

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

TO: EMPLOYERS/EMPLOYEES

PREVAILING WAGE SCHEDULE:

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

OVERTIME:

Overtime is to be paid to an employee at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek. Wage violations or questions should be directed to the designated Engineer or the undersigned.

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

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

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

GOALS FOR MINORITY PARTICIPATION IN EACH TRADE	GOALS FOR FEMALE PARTICIPATION IN EACH TRADE
5.2%	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 Calloway County.

PART IV
INSURANCE

Refer to
Kentucky Standard Specifications for Road and Bridge Construction,
current edition

PART V
BID ITEMS

PROPOSAL BID ITEMS

201314

Page 1 of 7

Report Date 10/21/20

Section: 0001 - PAVING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	00001		DGA BASE	1,422.00	TON		\$	
0020	00003		CRUSHED STONE BASE	174,436.00	TON		\$	
0030	00008		CEMENT STABILIZED ROADBED	353,524.00	SQYD		\$	
0040	00018		DRAINAGE BLANKET-TYPE II-ASPH	262.00	TON		\$	
0050	00020		TRAFFIC BOUND BASE	419.00	TON		\$	
0060	00100		ASPHALT SEAL AGGREGATE	1,919.00	TON		\$	
0070	00103		ASPHALT SEAL COAT	230.00	TON		\$	
0080	00212		CL2 ASPH BASE 1.00D PG64-22	13,047.00	TON		\$	
0090	00214		CL3 ASPH BASE 1.00D PG64-22	111,305.00	TON		\$	
0100	00301		CL2 ASPH SURF 0.38D PG64-22	1,621.00	TON		\$	
0110	00309		CL2 ASPH SURF 0.50D PG64-22	4,584.00	TON		\$	
0120	00324		CL3 ASPH SURF 0.50B PG64-22	18,229.00	TON		\$	
0130	00356		ASPHALT MATERIAL FOR TACK	315.00	TON		\$	
0140	00358		ASPHALT CURING SEAL	708.00	TON		\$	
0150	02542		CEMENT	10,309.00	TON		\$	
0160	02702		SAND FOR BLOTTER	886.00	TON		\$	

Section: 0002 - ROADWAY

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0170	00078		CRUSHED AGGREGATE SIZE NO 2	51,105.00	TON		\$	
0180	01000		PERFORATED PIPE-4 IN	1,596.00	LF		\$	
0190	01010		NON-PERFORATED PIPE-4 IN	304.00	LF		\$	
0200	01032		PERF PIPE HEADWALL TY 4-4 IN	38.00	EACH		\$	
0210	01691		FLUME INLET TYPE 2	4.00	EACH		\$	
0220	01917		STANDARD BARRIER MEDIAN TYPE 2	2,193.00	SQYD		\$	
0230	01982		DELINEATOR FOR GUARDRAIL MONO DIRECTIONAL WHITE	128.00	EACH		\$	
0240	01983		DELINEATOR FOR GUARDRAIL MONO DIRECTIONAL YELLOW	37.00	EACH		\$	
0250	02014		BARRICADE-TYPE III	40.00	EACH		\$	
0260	02091		REMOVE PAVEMENT	1,951.00	SQYD		\$	
0270	02159		TEMP DITCH	20,977.00	LF		\$	
0280	02160		CLEAN TEMP DITCH	10,488.00	LF		\$	
0290	02230		EMBANKMENT IN PLACE	729,133.00	CUYD		\$	
0300	02242		WATER	4,023.00	MGAL		\$	
0310	02262		FENCE-WOVEN WIRE TYPE 1	60,336.00	LF		\$	
0320	02351		GUARDRAIL-STEEL W BEAM-S FACE	11,893.75	LF		\$	
0330	02352		GUARDRAIL-STEEL W BEAM-D FACE	600.00	LF		\$	
0340	02360		GUARDRAIL TERMINAL SECTION NO 1	10.00	EACH		\$	
0350	02365		CRASH CUSHION TYPE IX-A	6.00	EACH		\$	
0360	02367		GUARDRAIL END TREATMENT TYPE 1	5.00	EACH		\$	
0370	02369		GUARDRAIL END TREATMENT TYPE 2A	12.00	EACH		\$	
0380	02381		REMOVE GUARDRAIL	1,429.00	LF		\$	
0390	02391		GUARDRAIL END TREATMENT TYPE 4A	10.00	EACH		\$	
0400	02404		SEPTIC TANK TREATMENT	12.00	EACH		\$	

PROPOSAL BID ITEMS

201314

Page 2 of 7

Report Date 10/21/20

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0410	02429		RIGHT-OF-WAY MONUMENT TYPE 1	306.00	EACH		\$	
0420	02432		WITNESS POST	10.00	EACH		\$	
0430	02475		PLUG WATER WELL	12.00	EACH		\$	
0440	02483		CHANNEL LINING CLASS II	2,884.00	TON		\$	
0450	02484		CHANNEL LINING CLASS III	4,132.00	TON		\$	
0460	02545		CLEARING AND GRUBBING (ESTIMATED 242 ACRES)	1.00	LS		\$	
0470	02555		CONCRETE-CLASS B	131.37	CUYD		\$	
0480	02562		TEMPORARY SIGNS	1,500.00	SQFT		\$	
0490	02585		EDGE KEY	222.00	LF		\$	
0500	02603		FABRIC-GEOTEXTILE CLASS 2 WORKING PLATFORM	87,222.00	SQYD		\$	
0510	02607		FABRIC-GEOTEXTILE CLASS 2 FOR PIPE	44,413.00	SQYD	\$2.00	\$	\$88,826.00
0520	02650		MAINTAIN & CONTROL TRAFFIC	1.00	LS		\$	
0530	02651		DIVERSIONS (BY-PASS DETOURS) (BRANDON ROAD)	1.00	LS		\$	
0540	02651		DIVERSIONS (BY-PASS DETOURS) (MIDWAY ROAD)	1.00	LS		\$	
0550	02651		DIVERSIONS (BY-PASS DETOURS) (US641 NORTH END)	1.00	LS		\$	
0560	02671		PORTABLE CHANGEABLE MESSAGE SIGN	2.00	EACH		\$	
0570	02696		SHOULDER RUMBLE STRIPS	107,319.00	LF		\$	
0580	02701		TEMP SILT FENCE	20,977.00	LF		\$	
0590	02703		SILT TRAP TYPE A	246.00	EACH		\$	
0600	02704		SILT TRAP TYPE B	246.00	EACH		\$	
0610	02705		SILT TRAP TYPE C	246.00	EACH		\$	
0620	02706		CLEAN SILT TRAP TYPE A	246.00	EACH		\$	
0630	02707		CLEAN SILT TRAP TYPE B	246.00	EACH		\$	
0640	02708		CLEAN SILT TRAP TYPE C	246.00	EACH		\$	
0650	02726		STAKING	1.00	LS		\$	
0660	02731		REMOVE STRUCTURE	1.00	LS		\$	
0670	02775		ARROW PANEL	4.00	EACH		\$	
0680	05950		EROSION CONTROL BLANKET	103,491.00	SQYD		\$	
0690	05952		TEMP MULCH	786,915.00	SQYD		\$	
0700	05953		TEMP SEEDING AND PROTECTION	596,148.00	SQYD		\$	
0710	05963		INITIAL FERTILIZER	45.00	TON		\$	
0720	05964		MAINTENANCE FERTILIZER	27.00	TON		\$	
0730	05985		SEEDING AND PROTECTION	767,042.00	SQYD		\$	
0740	05990		SODDING	1,000.00	SQYD		\$	
0750	05992		AGRICULTURAL LIMESTONE	910.00	TON		\$	
0760	06510		PAVE STRIPING-TEMP PAINT-4 IN	21,207.00	LF		\$	
0770	06514		PAVE STRIPING-PERM PAINT-4 IN	19,353.00	LF		\$	
0780	06542		PAVE STRIPING-THERMO-6 IN W	102,575.00	LF		\$	
0790	06543		PAVE STRIPING-THERMO-6 IN Y	65,048.00	LF		\$	
0800	06546		PAVE STRIPING-THERMO-12 IN W	2,576.00	LF		\$	
0810	06567		PAVE MARKING-THERMO STOP BAR-12IN	320.00	LF		\$	
0820	06569		PAVE MARKING-THERMO CROSS-HATCH	344.00	SQFT		\$	
0830	06572		PAVE MARKING-DOTTED LANE EXTEN	106.00	LF		\$	
0840	06574		PAVE MARKING-THERMO CURV ARROW	138.00	EACH		\$	
0850	06575		PAVE MARKING-THERMO COMB ARROW	20.00	EACH		\$	
0860	06576		PAVE MARKING-THERMO ONLY	24.00	EACH		\$	

PROPOSAL BID ITEMS

201314

Page 3 of 7

Report Date 10/21/20

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0870	08100		CONCRETE-CLASS A	723.00	CUYD		\$	
0880	10020NS		FUEL ADJUSTMENT	373,114.00	DOLL	\$1.00	\$	\$373,114.00
0890	10030NS		ASPHALT ADJUSTMENT	359,077.00	DOLL	\$1.00	\$	\$359,077.00
0900	21289ED		LONGITUDINAL EDGE KEY	262.00	LF		\$	
0910	23274EN11F		TURF REINFORCEMENT MAT 1	11,530.00	SQYD		\$	
0920	23607EC		PAVE MARK THERMO-LANE REDUCTION ARROW	3.00	EACH		\$	
0930	23649EC		DRAIN POND (LT. STA. 6133+00)	1.00	LS		\$	
0940	23649EC		DRAIN POND (RT. STA. 6140+30)	1.00	LS		\$	
0950	24425EC		REMOVE PIPE	1.00	LS		\$	
0960	24489EC		INLAID PAVEMENT MARKER	725.00	EACH		\$	
0970	24651ED		CONCRETE ISLAND	498.00	SQYD		\$	
0980	24805ED		OBJECT MARKER TYPE 4	2.00	EACH		\$	
0990	24889EC		PAVE MARKING-THERMO U-TURN	6.00	EACH		\$	
1000	24935EC		CONCRETE PAINT (YELLOW)	2,691.00	SQYD		\$	
1010	25078ED		THRIE BEAM GUARDRAIL TRANSITION TL-3	16.00	EACH		\$	
1020	26122ED		INSPECTION PIPE (TC ENERGY GAS LINE)	18.00	EACH		\$	
1030	30078		WELDED WIRE FABRIC	29,081.00	SQFT		\$	

Section: 0003 - DRAINAGE

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1040	00440		ENTRANCE PIPE-15 IN	788.00	LF		\$	
1050	00441		ENTRANCE PIPE-18 IN	287.00	LF		\$	
1060	00443		ENTRANCE PIPE-24 IN	162.00	LF		\$	
1070	00461		CULVERT PIPE-15 IN	3,826.00	LF		\$	
1080	00462		CULVERT PIPE-18 IN	449.00	LF		\$	
1090	00464		CULVERT PIPE-24 IN	919.00	LF		\$	
1100	00466		CULVERT PIPE-30 IN	789.00	LF		\$	
1110	00468		CULVERT PIPE-36 IN	607.00	LF		\$	
1120	00468		CULVERT PIPE-36 IN (RCP)	78.00	LF		\$	
1130	00469		CULVERT PIPE-42 IN	138.00	LF		\$	
1140	00470		CULVERT PIPE-48 IN	339.00	LF		\$	
1150	00471		CULVERT PIPE-54 IN	32.00	LF		\$	
1160	00471		CULVERT PIPE-54 IN (CMP)	286.00	LF		\$	
1170	00472		CULVERT PIPE-60 IN	177.00	LF		\$	
1180	00473		CULVERT PIPE-66 IN	320.00	LF		\$	
1190	00474		CULVERT PIPE-72 IN (RCP)	335.00	LF		\$	
1200	00499		CULVERT PIPE-48 IN EQUIV	54.00	LF		\$	
1210	00499		CULVERT PIPE-48 IN EQUIV (RCP)	68.00	LF		\$	
1220	00502		CULVERT PIPE-66 IN EQUIV (RCP)	170.00	LF		\$	
1230	00521		STORM SEWER PIPE-15 IN	561.00	LF		\$	

PROPOSAL BID ITEMS

201314

Page 4 of 7

Report Date 10/21/20

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1240	00522		STORM SEWER PIPE-18 IN	1,413.00	LF		\$	
1250	00524		STORM SEWER PIPE-24 IN	509.00	LF		\$	
1260	00526		STORM SEWER PIPE-30 IN	159.00	LF		\$	
1270	00554		STORM SEWER PIPE-24 IN EQUIV	149.00	LF		\$	
1280	01202		PIPE CULVERT HEADWALL-15 IN	46.00	EACH		\$	
1290	01204		PIPE CULVERT HEADWALL-18 IN	18.00	EACH		\$	
1300	01208		PIPE CULVERT HEADWALL-24 IN	5.00	EACH		\$	
1310	01210		PIPE CULVERT HEADWALL-30 IN	7.00	EACH		\$	
1320	01212		PIPE CULVERT HEADWALL-36 IN	4.00	EACH		\$	
1330	01216		PIPE CULVERT HEADWALL-48 IN	4.00	EACH		\$	
1340	01217		PIPE CULVERT HEADWALL-48 IN EQUIV	2.00	EACH		\$	
1350	01220		PIPE CULVERT HEADWALL-60 IN	2.00	EACH		\$	
1360	01222		PIPE CULVERT HEADWALL-66 IN	2.00	EACH		\$	
1370	01226		PIPE CULVERT HEADWALL-66 IN EQUIV	2.00	EACH		\$	
1380	01310		REMOVE PIPE	13.00	LF		\$	
1390	01434		SLOPED BOX OUTLET TYPE 1-24 IN	15.00	EACH		\$	
1400	01451		S & F BOX INLET-OUTLET-24 IN	2.00	EACH		\$	
1410	01452		S & F BOX INLET-OUTLET-30 IN	7.00	EACH		\$	
1420	01456		CURB BOX INLET TYPE A	10.00	EACH		\$	
1430	01487		CURB BOX INLET TYPE F	8.00	EACH		\$	
1440	01505		DROP BOX INLET TYPE 5B	54.00	EACH		\$	
1450	01508		DROP BOX INLET TYPE 5C	7.00	EACH		\$	
1460	01511		DROP BOX INLET TYPE 5D	6.00	EACH		\$	
1470	01585		REMOVE DROP BOX INLET	1.00	EACH		\$	
1480	01642		JUNCTION BOX-18 IN	1.00	EACH		\$	
1490	01645		JUNCTION BOX-36 IN	1.00	EACH		\$	
1500	01647		JUNCTION BOX-48 IN	1.00	EACH		\$	
1510	23049ES701		CULVERT PIPE-21 IN EQUIV	121.00	LF		\$	
1520	23131ER701		PIPELINE VIDEO INSPECTION	8,082.00	LF		\$	
1530	24025EC		PIPE CULVERT HEADWALL-72 IN	4.00	EACH		\$	
1540	24026EC		PIPE CULVERT HEADWALL-54 IN	4.00	EACH		\$	

Section: 0004 - BRIDGE - #28167 - BRUSHY CREEK BRIDGE - STA. 6171+15.57

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1550	02231		STRUCTURE GRANULAR BACKFILL	475.60	CUYD		\$	
1560	03299		ARMORED EDGE FOR CONCRETE	136.60	LF		\$	
1570	08003		FOUNDATION PREPARATION (#28167)	1.00	LS		\$	
1580	08019		CYCLOPEAN STONE RIP RAP	766.00	TON		\$	
1590	08033		TEST PILES	498.00	LF		\$	
1600	08051		PILES-STEEL HP14X89	3,498.00	LF		\$	
1610	08100		CONCRETE-CLASS A	739.00	CUYD		\$	
1620	08104		CONCRETE-CLASS AA	695.00	CUYD		\$	
1630	08150		STEEL REINFORCEMENT	50,580.00	LB		\$	
1640	08151		STEEL REINFORCEMENT-EPOXY COATED	222,047.00	LB		\$	
1650	08670		PRECAST PC BOX BEAM SB27	3,360.60	LF		\$	
1660	23233EC		DYNAMIC PILE TESTING	20.00	EACH		\$	
1670	23378EC		CONCRETE SEALING	37,710.00	SQFT		\$	

PROPOSAL BID ITEMS

201314

Page 5 of 7

Report Date 10/21/20

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1680	25028ED		RAIL SYSTEM SINGLE SLOPE - 40 IN	1,136.20	LF		\$	

Section: 0005 - BRIDGE - #28168 - TRIB TO CLARKS RIVER BRIDGE STA. 6436+00.00

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1690	02231		STRUCTURE GRANULAR BACKFILL	551.30	CUYD		\$	
1700	03299		ARMORED EDGE FOR CONCRETE	183.20	LF		\$	
1710	08003		FOUNDATION PREPARATION (#28168)	1.00	LS		\$	
1720	08019		CYCLOPEAN STONE RIP RAP	2,056.00	TON		\$	
1730	08033		TEST PILES	610.00	LF		\$	
1740	08051		PILES-STEEL HP14X89	6,262.00	LF		\$	
1750	08100		CONCRETE-CLASS A	584.90	CUYD		\$	
1760	08104		CONCRETE-CLASS AA	640.70	CUYD		\$	
1770	08150		STEEL REINFORCEMENT	67,170.00	LB		\$	
1780	08151		STEEL REINFORCEMENT-EPOXY COATED	197,425.00	LB		\$	
1790	08670		PRECAST PC BOX BEAM SB27	2,934.30	LF		\$	
1800	23233EC		DYNAMIC PILE TESTING	16.00	EACH		\$	
1810	23378EC		CONCRETE SEALING	35,417.00	SQFT		\$	
1820	23813EC		DECK DRAIN	11.00	EACH		\$	
1830	25028ED		RAIL SYSTEM SINGLE SLOPE - 40 IN	857.80	LF		\$	

Section: 0006 - BRIDGE - #25669 - US641 OVER MIDDLE FORK CLARKS RIVER STA. 104+

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1840	02231		STRUCTURE GRANULAR BACKFILL	268.00	CUYD		\$	
1845	02692		SETTLEMENT PLATFORM (ADDED: 10-21-20)	2.00	EACH		\$	
1850	03299		ARMORED EDGE FOR CONCRETE	102.50	LF		\$	
1852	03340		STEEL PIPE-2 1/2 IN (ADDED: 10-21-20)	21.00	LF		\$	
1855	03343		STEEL PIPE-4 IN (ADDED: 10-21-20)	18.60	LF		\$	
1860	08003		FOUNDATION PREPARATION (#25669)	1.00	LS		\$	
1870	08019		CYCLOPEAN STONE RIP RAP	1,639.00	TON		\$	
1880	08033		TEST PILES	120.00	LF		\$	
1890	08046		PILES-STEEL HP12X53	2,166.00	LF		\$	
1900	08100		CONCRETE-CLASS A	266.60	CUYD		\$	
1910	08104		CONCRETE-CLASS AA	387.10	CUYD		\$	
1920	08150		STEEL REINFORCEMENT	44,306.00	LB		\$	
1930	08151		STEEL REINFORCEMENT-EPOXY COATED	98,498.00	LB		\$	
1940	08500		APPROACH SLAB	234.00	SQYD		\$	
1950	08633		PRECAST PC I BEAM TYPE 3	1,376.00	LF		\$	
1960	23378EC		CONCRETE SEALING	16,387.00	SQFT		\$	
1970	25028ED		RAIL SYSTEM SINGLE SLOPE - 40 IN	468.00	LF		\$	

PROPOSAL BID ITEMS

201314

Page 6 of 7

Report Date 10/21/20

Section: 0007 - BRIDGE - #28350 - 10'X4'X92.7' RCBC HAZEL CONNECTOR STA. 113+50

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1980	08003		FOUNDATION PREPARATION (#28350)	1.00	LS		\$	
1990	08100		CONCRETE-CLASS A	122.90	CUYD		\$	
2000	08150		STEEL REINFORCEMENT	16,944.00	LB		\$	

Section: 0008 - BRIDGE - #28351 - 8'X4'X48.8' RCBC EW MILLER ROAD STA. 61+50

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
2010	08003		FOUNDATION PREPARATION (#28351)	1.00	LS		\$	
2020	08100		CONCRETE-CLASS A	88.80	CUYD		\$	
2030	08150		STEEL REINFORCEMENT	7,811.00	LB		\$	

Section: 0009 - BRIDGE - #28352 - 8'X4'X54' RCBC 5TH STREET STA. 53+75

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
2040	08003		FOUNDATION PREPARATION (#28352)	1.00	LS		\$	
2050	08100		CONCRETE-CLASS A	78.40	CUYD		\$	
2060	08150		STEEL REINFORCEMENT	7,812.00	LB		\$	

Section: 0010 - SIGNING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
2070	06406		SBM ALUM SHEET SIGNS .080 IN PROJECT SIGNING	1,672.69	SQFT		\$	
2080	06407		SBM ALUM SHEET SIGNS .125 IN	1,843.25	SQFT		\$	
2090	06407		SBM ALUM SHEET SIGNS .125 IN HAZEL WAYFINDING SIGN	45.50	SQFT		\$	
2100	06410		STEEL POST TYPE 1	4,848.00	LF		\$	
2110	06410		STEEL POST TYPE 1 HAZEL WAYFINDING SIGN	64.00	LF		\$	
2120	06490		CLASS A CONCRETE FOR SIGNS	3.00	CUYD		\$	
2130	21596ND		GMSS TYPE D	12.00	EACH		\$	
2140	21596ND		GMSS TYPE D (SURFACE MOUNT)	12.00	EACH		\$	
2150	24631EC		BARCODE SIGN INVENTORY	469.00	EACH		\$	
2160	24631EC		BARCODE SIGN INVENTORY HAZEL WAYFINDING SIGN	2.00	EACH		\$	

Section: 0011 - LIGHTING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
2170	04700		POLE 30 FT MTG HT	6.00	EACH		\$	
2180	04701		POLE 40 FT MTG HT	6.00	EACH		\$	
2190	04724		BRACKET 12 FT	6.00	EACH		\$	

PROPOSAL BID ITEMS

201314

Page 7 of 7

Report Date 10/21/20

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
2200	04725		BRACKET 15 FT	6.00	EACH		\$	
2210	04740		POLE BASE	12.00	EACH		\$	
2220	04750		TRANSFORMER BASE	12.00	EACH		\$	
2230	04761		LIGHTING CONTROL EQUIPMENT	3.00	EACH		\$	
2240	04780		FUSED CONNECTOR KIT	24.00	EACH		\$	
2250	04797		CONDUIT-3 IN	1,520.00	LF		\$	
2260	04800		MARKER	19.00	EACH		\$	
2270	04820		TRENCHING AND BACKFILLING	7,550.00	LF		\$	
2280	04832		WIRE-NO. 12	1,746.00	LF		\$	
2290	20391NS835		ELECTRICAL JUNCTION BOX TYPE A	13.00	EACH		\$	
2300	21543EN		BORE AND JACK CONDUIT	1,520.00	LF		\$	
2310	24589ED		LED LUMINAIRE	12.00	EACH		\$	
2320	24851EC		CABLE-NO. 10/3C DUCTED	8,590.00	LF		\$	

Section: 0012 - MOBILIZATION AND/OR DEMOBILIZATION

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
2330	02568		MOBILIZATION	1.00	LS		\$	
2340	02569		DEMOBILIZATION	1.00	LS		\$	