CALL NO. 100

CONTRACT ID. 255374

CARROLL COUNTY

FED/STATE PROJECT NUMBER STP BRZ 9030 (493)

DESCRIPTION KY 36

WORK TYPE BRIDGE REPLACEMENT

PRIMARY COMPLETION DATE 12/1/2025

LETTING DATE: March 20,2025

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN DAYLIGHT TIME March 20,2025. 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.

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PART I

SCOPE OF WORK

ADMINISTRATIVE DISTRICT - 06

CONTRACT ID - 255374

STP BRZ 9030 (493)

COUNTY - CARROLL

PCN - BR02100362500
STP BRZ 9030 (493)

KY 36 (MP 22.74) ADDRESS DEFICIENCIES OF KY 36 OVER LICK CREEK (021B00009N) (MP 22.78), A DISTANCE OF 0.04 MILES.BRIDGE REPLACEMENT SYP NO. 06-10037.00.

GEOGRAPHIC COORDINATES LATITUDE 38:39:15.00 LONGITUDE 84:57:14.00

ADT 392

COMPLETION DATE(S):

COMPLETED BY 12/01/2025 APPLIES TO ENTIRE CONTRACT

CONTRACT NOTES

INSURANCE

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

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 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/construction-procurement). 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 state agency certifies that it is in compliance with the provisions of KRS 45A.150, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, 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 agreement for the purpose of financial audit or program review. 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. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

BOYCOTT PROVISIONS

If applicable, the contractor represents that, pursuant to KRS 45A.607, they are not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade. **Note:** The term Boycott does not include actions taken for bona fide business or economic reasons, or actions specifically required by federal or state law.

If applicable, the contractor verifies that, pursuant to KRS 41.480, they do not engage in, and will not for the duration of the contract engage in, in energy company boycotts as defined by KRS 41.472.

LOBBYING PROHIBITIONS

The contractor represents that they, and any subcontractor performing work under the contract, have not violated the agency restrictions contained in KRS 11A.236 during the previous ten (10) years, and pledges to abide by the restrictions set forth in such statute for the duration of the contract awarded.

The contractor further represents that, pursuant to KRS 45A.328, they have not procured an original, subsequent, or similar contract while employing an executive agency lobbyist who was convicted of a crime related to the original, subsequent, or similar contract within five (5) years of the conviction of the lobbyist.

SPECIAL NOTE – BUY AMERICA REQUIREMENTS AND BUILD AMERICA, BUY AMERICA (BABA) ACT 10/26/2023

1.0 BUY AMERICA REQUIREMENT.

Follow the "Buy America" provisions as required by 23 U.S.C. § 313 and 23 C.F.R. § 635.410. Except as expressly provided herein all manufacturing processes of steel or iron materials including but not limited to structural steel, guardrail materials, corrugated steel, culvert pipe, structural plate, prestressing strands, and steel reinforcing bars shall occur in the United States of America, including the application of:

- Coating,
- Galvanizing,
- Painting, and
- Other coating that protects or enhances the value of steel or iron products.

The following are exempt, unless processed or refined to include substantial amounts of steel or iron material, and may be used regardless of source in the domestic manufacturing process for steel or iron material:

- Pig iron,
- Processed, pelletized, and reduced iron ore material, or
- Processed alloys.

The Contractor shall submit a certification stating that all manufacturing processes involved with the production of steel or iron materials occurred in the United States.

Produce, mill, fabricate, and manufacture in the United States of America all aluminum components of bridges, tunnels, and large sign support systems, for which either shop fabrication, shop inspection, or certified mill test reports are required as the basis of acceptance by the Department.

Use foreign materials only under the following conditions:

1) When the materials are not permanently incorporated into the project; or
2) When the delivered cost of such materials used does not exceed 0.1 percent of the total Contract amount or $2,500.00, whichever is greater.

The Contractor shall submit to the Engineer the origin and value of any foreign material used.

2.0 – BUILD AMERICA, BUY AMERICA (BABA)

Contractor shall comply with the Federal Highway Administration (FHWA) Buy America Requirement in 23 C.F.R. § 635.410 and all relevant provisions of the Build America, Buy America Act (BABA), contained within the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, §§ 70901-52 enacted November 15, 2021. The BABA requires iron, steel, manufactured products, and construction materials used in infrastructure projects funded by federal financial assistance to be produced in the United States. Comply with 2 C.F.R § 184.

BABA permits FHWA participation in the Contract only if domestic steel and iron will be used on the Project. To be considered domestic, all steel and iron used, and all products manufactured from steel and iron must be produced in the United States and all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied. This requirement does not preclude a minimal use of foreign steel and iron materials, provided the cost of such materials does not exceed 0.1% of the total contract amount under the Contract or $2,500.00 whichever is greater.

BABA permits FHWA participation in the Contract only if all "construction materials" as defined in the Act are made in the United States. The Buy America preference applies to the following construction materials

incorporated into infrastructure projects: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); Fiber optic cable; optical fiber; lumber; engineered wood; and drywall. Contractor will be required to use construction materials produced in the United States on this Project. The Contractor shall submit a certification stating that all construction materials are certified to be BABA compliant.

Finally, BABA permits the continuation of FHWA's current general applicability waivers for manufactured products, raw materials, and ferryboat parts, but these waivers are subject to reevaluation, specifically the general applicability waiver for manufactured products.

The Contractor has completed and submitted, or shall complete and submit, to the Cabinet a Buy America/ Build America, Buy America Certificate prior to the Cabinet issuing the notice to proceed, in the format below. After submittal, the Contractor is bound by its original certification.

A false certification is a criminal act in violation of 18 U.S.C. § 1001. The Contractor has the burden of proof to establish that it is in compliance.

At the Contractor's request, the Cabinet may, but is not obligated to, seek a waiver of Buy America requirements if grounds for the waiver exist under 23 C.F.R. § 635.410(c) or will comply with the applicable Buy America requirements if a waiver of those requirements is not available or not pursued by the Cabinet.

Please refer to the Federal Highway Administration's Buy America webpage for more information.

Buy America - Construction Program Guide - Contract Administration - Construction - Federal Highway Administration (dot.gov)

BUY AMERICA / BUILD AMERICA, BUY AMERICA (ACT) MATERIALS CERTIFICATE OF COMPLIANCE

The Contractor hereby certifies that it will comply with all relevant provisions of the Build America, Buy America Act, contained within the Infrastructure Investment and Jobs Act, Pub. L. NO. 117-58, §§ 70901-52, the requirements of 23 U.S.C. § 313, 23 C.F.R. § 635.410 and 2 C.F.R § 184.

Date Submitted:_____

Contractor:_____

Signature:_____

Printed Name:_____

Title:_____

NOTE: THIS CERTIFICATION IS IN ADDITION TO ANY AND ALL REQUIREMENTS OUTLINED IN THE CURRENT EDITION OF THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND/OR SPECIAL NOTES CONTAINED IN THE PROJECT PROPOSAL.

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
102.13 Irregular Bid Proposals
102.09 Proposal Guaranty
102.08 Preparation and Delivery of Proposals
102.14 Disqualification of Bidders

CIVIL RIGHTS ACT OF 1964

The Kentucky Transportation Cabinet, Department of Highways, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, disability, income- level, or Limited English Proficiency (LEP)in consideration for an award.

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 are acceptable per Section 108.01 of the Standard Specifications for Road and Bridge Construction. S u b - Contractors fulfilling a disadvantaged business enterprise goal on a project may enter into a 2nd tier subcontract with a Non-DBE Subcontractor. However, in this instance, none of the work subcontracted to the Non-DBE Contractor will count toward fulfilling the established Disadvantaged Goal for the project.

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.

AFTER PROJECT AWARD AND BEFORE NOTICE TO PROCEED/WORK ORDER IS ISSUED (SEE SECTION 103.06, STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION

Prime Contractors awarded a federally funded project with a DBE Goal greater than zero will be required to submit a fully executed DBE Subcontract, along with the attached FHWA 1273 and Certificate of Liability Insurance for each DBE Firm submitted as part of the previously approved DBE Utilization Plan (TC 14-35). A signed quote or purchase order shall be attached when the DBE subcontractor is a material supplier or broker.

The Certificate of Liability Insurance submitted must meet the requirements outlined in Section 107.18 of the Standard Specifications for Road and Bridge Construction.

Changes to ***APPROVED*** DBE Participation Plans must be approved by the Office for Civil Rights & Small Business Development. 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 certainly 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 for 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:

- Suspension of Prequalification;
- 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 and Non-DBE Subcontractors 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 for Civil Rights and Small Business Development
6th Floor West 200 Mero Street
Frankfort, KY 40622

The prime contractor should notify the KYTC Office for 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. Tony Youssefi. Mr. Youssefi's current contact information is email address – tyousseffi@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.

ASPHALT MIXTURE

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

DGA BASE

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

DGA BASE FOR SHOULDERS

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

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

INCIDENTAL SURFACING

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

OPTION B

Be advised that the Department will control and accept compaction of asphalt mixtures furnished on this project under OPTION B in accordance with Sections 402 and 403.

SPECIAL NOTE FOR TRAFFIC CONTROL ON BRIDGE REPAIR CONTRACTS

I. TRAFFIC CONTROL GENERAL

Except as provided herein, traffic shall be maintained in accordance with the current standard specifications, section 112. The contractor will be responsible for developing and implementing the maintenance of traffic details with guidance through standard drawings and the MUTCD current editions. The developed traffic control plan must be approved by the Engineer prior to implementation. The contractor is expected to provide at a minimum the items listed in this note; however this note does not relieve the contractor of other items that may be necessary to comply with current standards. Except for the roadway and traffic control bid items listed, all items of work necessary to maintain and control traffic will be paid at the lump sum bid price to "Maintain and Control Traffic".

Contrary to section 106.01, traffic control devices used on this project may be new or used in new condition, at the beginning of the work and maintained in like new condition until completion of the work.

The contractor must notify the engineer and public information officer at least 14 calendar days prior to the beginning work. Please see the Special Note for Liquidated Damages for additional information.

II. TRAFFIC COORDINATOR

Furnish a traffic coordinator as per section 112. The traffic coordinator shall inspect the project maintenance of traffic, at least three times daily, or as directed by the engineer, during the contractor's operations and at any time a bi-directional lane closure or road closure is in place. The personnel shall have access on the project to a radio or telephone to be used in case of emergencies or accidents. The traffic coordinator shall report all incidents throughout the work zone to the engineer on the project. The contractor shall furnish the name and telephone number where the traffic coordinator can be always contacted.

III. SIGNS

The contractor is responsible for all signage during construction. The contractor shall adhere to the standard drawings and manual on uniform traffic control devices (MUTCD) for guidance. If, at any time, the engineer requests a change in the maintenance of traffic signage, the contractor shall implement the change within 8 hours. Failure to implement these changes within the required eight hours will result in liquidated damages of $5,000 per day.

The contractor shall provide all detour signing needed for the bridge closure, if allowed in the contract documents. All signing required will be incidental to the lump sum bid item "Maintain and Control Traffic".

The department will not measure installation, maintenance, or removal for payment of any detour signage or standard construction signage, and will consider these incidental to "Maintain and Control Traffic"

Closure signs, detour signs, and bi-directional lane closure signs should be placed no sooner than two weeks prior to the closing of the bridge (when applicable) or placing lane closures. Wayfinding detour signs should be placed a maximum of 2 miles apart unless specified by the engineer. Signs shall be covered or removed within 24 hours of opening the bridge to traffic.

Road closed signs (when applicable) should be double signed and placed a minimum of 1500', 1000', and 500' in advance of the closure, in addition to signage required by the MUTCD and standard drawings.

IV. TEMPORARY PAVEMENT STRIPING

For projects where road closures are allowed in the contract documents, it is not anticipated that temporary pavement striping will be needed since the bridge will be closed. However, if the contractor's means and methods allow for need for temporary striping, conflicting pavement marking will be covered with 6" black removable tape. However, for bi-directional lane closures or if the plans call for a diversion, temporary striping will be required per the plans and MUTCD. Contrary to the standard specifications, no direct payment will be made for any temporary striping, pavement striping removal, or any other temporary striping item. If temporary striping is used, the contractor shall replace any temporary striping that becomes damaged or fails to adhere to the pavement before dark on the day of the notification. Liquidated damages shall be assessed to the contractor at a rate of $500 per day for failing to replace temporary striping within this time limit.

V. PROJECT PHASING & CONSTRUCTION PROCEDURES

Project phasing shall be as directed by the plans, special notes, and the approved Traffic Control Plan prepared by the contractor. Maintain traffic over the bridge as long as possible. Once work on the structure begins that impacts traffic, ensure work progresses to minimize the effected time to the public. All materials that must be made specific for the project should be ordered and made prior to closure of the bridge or implementation of bi-directional lane closures so that delivery does not delay progress of the work, unless approved by the Engineer. If the bridge is reopened prior to safety devices being in place, an approved protective barrier wall shall be placed in accordance with the standard drawings.

For projects which require an on-site diversion to be constructed to maintain traffic, the traffic control plan and project schedule prepared by the contractor shall include provisions such that traffic is not switched to the diversion until all materials that must be made specific for the project are ordered and made so that use of the diversion is minimized, unless approved by the Engineer.

VI. PAVEMENT DROP-OFF

Less than two inches - no protection required. Warning signs should be placed in advance and throughout the drop-off area.
Two to four inches - plastic drums, vertical panels or barricades every 100 feet on tangent sections for speeds of 50 mph or greater. Cones may be used in place of plastic drums, panels, and barricades during daylight hours. For tangent sections with speeds less than 50 mph and curves devices should be placed every 50 feet. Spacing of devices on tapered sections should be in accordance with the manual on uniform traffic control devices, current edition.

Greater than four inches - positive separation or wedge with 3:1 or flatter slope needed. If there is five feet or more distance between the edge of the pavement and the drop-off, then drums, panel, or barricades may be used. If the drop-off is greater than 12 inches, positive separation is strongly encouraged. If concrete barriers are used, special reflective devices or steady burn lights should be used for overnight installations.

For temporary conditions, drop-offs greater than four inches may be protected with plastic drums, vertical panels, or barricades for short distances during daylight hours while work is being done in the drop-off area.

VII. VARIABLE MESSAGE SIGNS AND TEMPORARY TRAFFIC SIGNALS

At the direction of the Engineer, the contractor is expected to provide up to four (4) message boards for use at locations determined by the Engineer. These message boards are expected to be in place one week prior to the closure of the roadway and remain in place for the duration of the closure. The message boards will be paid for as per the standard specifications.

For projects that involve the use of lane closures, all lane closures shall be bi-directional. The contractor shall provide temporary traffic signals and all labor, materials, and incidentals needed to maintain bi-directional traffic for the project. For short term bi-directional lane closures, the use of flaggers in lieu of temporary traffic signals may be acceptable if approved by the Engineer.

VIII. BARRICADES

For projects which allow full closure, ensure a minimum of (4) type III barricades are used at each end of the bridge for a total of (8) type III barricades. Contrary to the standard specifications, no direct payment will be made for barricades, but they will be included in the lump sum price for “Maintain and Control Traffic”.

VIII. DETOUR AND ON-SITE DIVERSIONS

For projects which allow a full closure of the bridge, or if necessary to detour trucks, the traffic control plan proposed by the contractor shall include a signed detour route for the road closure. The traffic control plan along with the proposed detour plan will be delivered to the engineer 7

days prior to the pre-construction meeting. The proposed detour route shall meet the following requirements:

1) Detour routes must remain at minimum on the same classification of roadway (i.e. AA, AAA, state, county, etc.) Unless written approval is obtained through the owner of the facility.
2) The contractor must coordinate with other projects along the detour route to avoid ongoing construction projects along those routes.
3) It may be determined that two detour routes would be needed if the first selected route cannot accommodate truck traffic. If this occurs, the contractor is expected to sign both detours per the standard drawings and MUTCD. Additional clarification signage between the detours may be needed at points where they diverge.
4) For projects that involve the use of bi-directional lane closures and the temporary lane width per the plans or as proposed by the contractor is less than 10 feet, the contractor shall be required to provide a signed detour for oversized vehicles.

The traffic control plan must be submitted and approved to allow for coordination of the public information officer with the closure notification. The public must be notified of the proposed detour route when they are notified of the closure, 2 weeks before closure. All time and expenses necessary for the development of the detour plan(s) will be incidental to the lump sum bid item "Maintain and Control Traffic".

For projects with an on-site diversion included in the construction, the preparation of traffic control plans for a detour and implementation of a detour will not be required, unless specified in the plans.

IX. PAYMENT

Unless listed as a bid item in the contract documents, payment will only be made for the following items:

1. Maintain and Control Traffic - Lump Sum
2. Concrete Barrier Wall Type 9T – Linear Feet
3. Crash Cushions - Each
4. Portable Changeable Message Boards – Each

The quantities for barrier wall and crash cushions include initial placement only. Barrier wall will be paid per linear foot as detailed in the plans for wall placed up to the quantity specified in the plans. Any relocation or additional wall required will not be paid for directly but will be considered incidental to Maintain and Control Traffic.

All other items needed to maintain traffic in accordance with these contract documents and the approved traffic control plan shall be considered incidental to Maintain and Control Traffic. These items include but are not limited to traffic signals, signs, temporary guardrail, temporary pavement striping, barrier wall delineators, guardrail delineators, cones, barrels, flaggers, etc.

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 current 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, equipment, and incidental items necessary to complete the work.
2. Provide safe access to the bridge, in accordance with Section 107.01.01, for the Engineer to sound possible repair areas and for workers to complete the construction.
3. Repair cracks as applicable in accordance with the Special Note for Epoxy Injection Crack Repair.
4. Repair delaminated or spalled areas as applicable in accordance with the Special Note for Concrete Patching.
5. Apply Ordinary Surface Finish
6. Prepare the surfaces to receive sealing.
7. Apply concrete sealing.
8. Maintain & control traffic.
9. Any other work as 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. **Perform Concrete Repairs.** Repair concrete surface in accordance with the Special Note for Epoxy Injection Crack Repair and/or the Special Note for Concrete Patching Repair if included in the contract documents.

B. **Curing Compound.** Contrary to Section 609.03.12 of the specifications, curing compound is not to be used on the 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.

C. **Apply Ordinary Surface Finish.** In addition to new concrete, areas receiving epoxy injection, concrete patching, and other surface imperfections, including areas of minor cracking, should receive Ordinary Surface Finish in accordance with Section 601.03.18 of the Standard Specifications. Existing structural items not newly placed, patched, or repaired may be exempt from Ordinary Surface Finish. Use mortar of the same cement and fine aggregate as the concrete patching, or as directed by the Engineer. Payment will be incidental to Concrete Sealing. Finish surface of bridge decks in accordance with Section 609 of the Standard Specifications.

D. **Areas to Receive Concrete Sealing:**

1. Every exposed surface above a point 6” below ground or fill line of abutments, wing walls, end bent and pier caps, pedestals, back walls, columns, and exposed footings.
2. All exposed surfaces of concrete deck, barrier walls, parapets, curbs, and plinths.

3. Prestressed Concrete I-Girders, Concrete Beams, and Spread Prestressed Concrete Box Beams: The underneath surfaces of slab overhangs outside of exterior concrete girders and to the exterior side and bottom of exterior concrete girders and beams.
4. Adjacent Prestressed Concrete Composite Box Beams: Full length of the exterior face of all exterior beams from the top of the box beam to 1'-0" underneath the beams.
5. Prestressed Non-Composite Box Beams: All faces of all beams, excluding surfaces to be covered with a waterproofing membrane. Take care to ensure that the grout pockets are not sealed.
6. If the contract documents include the Special Note for Concrete Coating, do not apply concrete sealer to the areas where Concrete Coating is specified.

E. **Contract Time.** Concrete Sealing may need to be installed after contract time has elapsed in a separate mobilization and after the Engineer has declared the project otherwise complete. Liquidated damages shall not be charged provided Concrete Sealing is complete within 60 days after the last concrete pour on the structure. When the Contractor has not completed Concrete Sealing within the time frame allotted, Liquidated Damages shall be charged at 25 percent of the original contract daily charge from the expiration of the time allowed until the Contractor completes the work except the Department will not deduct liquated damages when weather limitations prohibit the Contractor from performing the work.

F. **Cleaning the Concrete Surfaces to be sealed.** Dry clean the concrete 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 sealant. Hold pressure washing wand a minimum of 45° from the surfaces with a maximum stand-off distance of 12 inches.

G. **Sealing the Concrete.** 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 concrete to dry 24 hours (after washing or rain event) before sealer application. The bridge deck can be reopened to traffic while drying. Sealer must be applied within 48 hours of washing or the concrete must be rewashed. Divide the concrete 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.

H. **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 concrete is satisfactorily cleaned.
4. Sealer application, verify and document:
   a. Proper cure time for new concrete.
   b. Concrete surface is dry.
   c. Document time since washed.
   d. Was the bridge deck opened to traffic after washing?
   e. Document ambient temperature, surface temperature, relative humidity, and dew point.
   f. Application and distribution method.
   g. Coverage to be complete and even.
   h. Material is not allowed to remain pooled.
   i. Monitor material usage.
   j. No traffic on the bridge decks until proper cure time is allowed.

IV. MEASUREMENT

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

B. **Mobilization For Concrete Surf Treatment.** The Department will pay the lump sum bid for an additional mobilization when Concrete Sealing must be performed after the Engineer has deemed the project complete except for Concrete Sealing and the structure is opened to traffic.

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) Cleaning; (3) Sealing; (4) Maintain & control traffic; and, (5) Any other work specified as part of this contract.

B. **Mobilization For Concrete Surf Treatment.** Payment at the contract lump sum price bid shall be full compensation for the Contractor to remobilize on the project to perform Concrete Sealing as detailed herein this special note.

SPECIAL NOTE FOR STRUCTURES WITH OVER THE SIDE DRAINAGE AND MGS RAILING

1.0 DESCRIPTION. Perform all work in accordance with the Kentucky Transportation Cabinet, Department of Highway's current Standard Specifications for Road and Bridge Construction and applicable Supplemental Specifications, the Standard Drawings, this Note, and the attached detail drawings. Section references are to the Standard Specifications.

This note applies to structures with over the side drainage.

This work consists of: (1) Furnish all labor, materials, tools, and equipment; (2) Install the drip strip; (3) Maintain and control traffic as applicable; and (4) Any other work specified as part of this contract.

2.0 MATERIALS.

2.1 Drip Strip. Drip strip shall be hot dipped galvanized steel with a minimum of 22 gage.

3.0 CONSTRUCTION. The Contractor shall bear full responsibility and expense for any and all damage to the structure, should such damage result from the Contractor's actions.

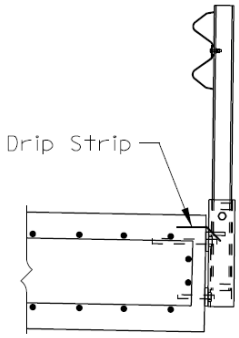
3.1 Installation of Drip Strip. Install drip strip between railing mounting brackets, as detailed, along the full length of each side of the bridge. If splices are required in the lower drip strip, tightly butt the individual pieces together, do not lap.

For concrete decks/slabs: Bend down strip at 90° against the inside face of the forms before concrete is placed. After the forms are removed, bend the drip strip into the final position of 45° as shown in the attached details. Use care when stripping formwork so as not to damage or wrinkle the drip strip. To further ensure that wrinkling of the strips does not occur, use an adequate length backup bar during the bending out operation.

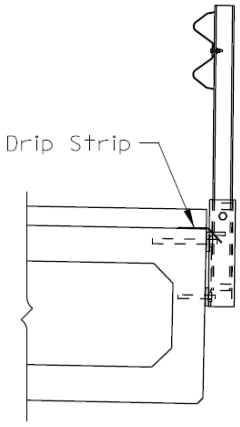
For asphalt overlays: Prior to placing the asphalt overlay, install the bent drip strips along the edge of the prestressed box beam as shown. Fasten the drip strips with (1¼" length, 3/32" shank diameter) button head spikes with deformed shanks or expansion anchors at 1'-6" c/c max. All installation devices shall be galvanized or stainless steel. Other similar devices shall not be used unless approved by the Engineer.

4.0 PAYMENT.

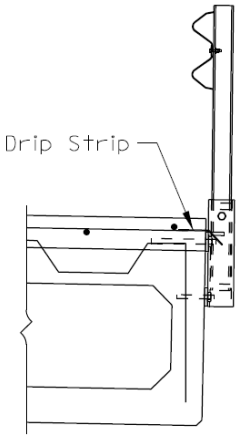
4.1 Drip Strip. Cost of all work, including all materials, labor, equipment, tools, and incidentals necessary to complete the work as specified by this note, shall be considered incidental to the project.



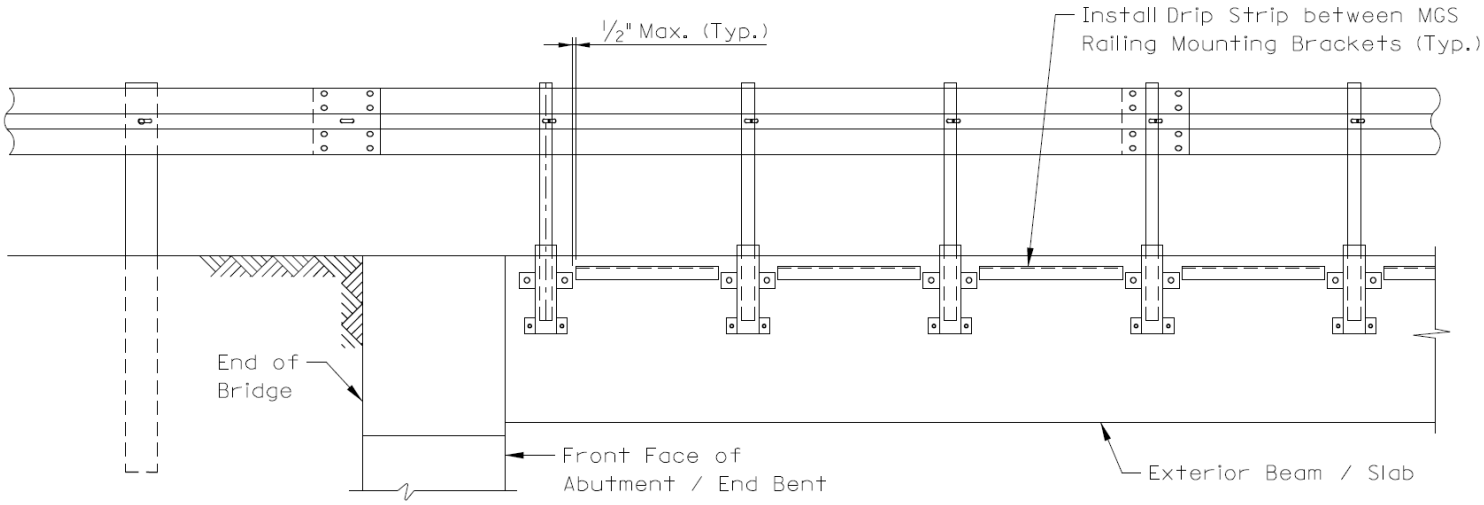
CONCRETE SLAB WITH MGS RAILING



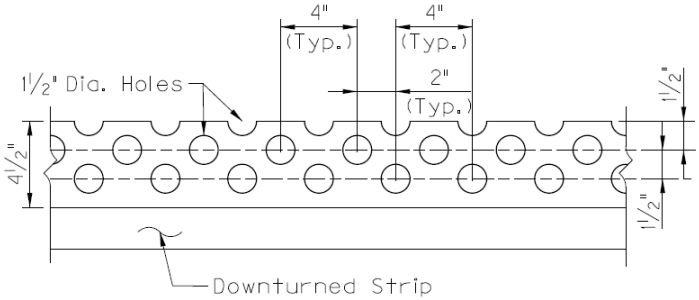
ASPHALT OVERLAY WITH MGS RAILING



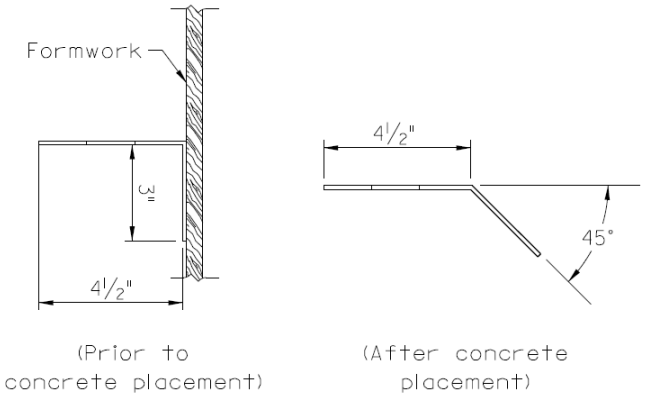
COMPOSITE BOX BEAM WITH MGS RAILING



BRIDGE ELEVATION



DRIP STRIP PLAN



DRIP STRIP ELEVATION
(For Concrete Decks)

SPECIAL NOTE FOR NON-DESTRUCTIVE TESTING OF DRILLED SHAFTS (CROSSHOLE SONIC LOGGING)

Carroll County

Item No. 6-10037
KY 36 Over Lick Creek - Drawings No. 28822

1.0 DESCRIPTION

Crosshole Sonic Logging (CSL) is a nondestructive method to test the integrity of drilled shafts. The Contractor will be responsible for supplying all equipment and materials necessary to perform this testing, and obtaining the services of a CSL Testing Firm using personnel experienced with CSL testing and approved by the Engineer to perform the testing.

1.1 The CSL tests must either be performed by or under the supervision of a responsible licensed professional engineer with:

- a minimum of three (3) years experience performing CSL tests, and
- experience performing CSL tests on a minimum of three (3) past projects with ascope and complexity similar to this project including a minimum of 60 drilled shafts in the past three (3) years.

If the responsible professional engineer does not perform the testing, then the responsible field technician who does perform the testing must meet the same experience requirements.

1.2 Preliminary Submittal - At least 21 calendar days before beginning drilled shaft construction, submit a technical proposal prepared by the CSL Testing Firm that documents the personnel's experience and addresses the testing procedures. Experience documentation should include resumes, references, certifications, project lists, experiencedescriptions and details, etc. Within 10 working days, the Engineer will review the proposal and report to the Contractor whether the CSL Testing Firm and personnel are approved and the proposal is acceptable.

1.3 The Contractor will be responsible for providing:

a. access tubes which will be used for CSL testing of the drilled shafts;
b. watertight shoes, watertight caps, and non-shrink grout;
c. suitable working space and access to every shaft;
d. a reliable 600 watt (minimum) generator; and
e. any other equipment or materials necessary to accomplish the testing.

Table 1 - Minimum Number of Access Tubes and CSL Logs			
Rock Socket Diameter (inches)	Number of Tubes	Diagonal Logs	Perimeter Logs
30 to 54	4	2	4
60 to 78	6	3	6
84 to 96	8	4	8

2.0 MATERIALS

2.1 Supply the number of access tubes shown in the plans or in Table 1. Provide access tubesmeeting the requirements below. The Engineer will accept access tubes based on visual inspection and certification that the steel pipe meets the requirements below:

a. Schedule 40 steel pipe conforming to ASTM A 53, Grade A or B, Type E, F, or S;
b. contains round, regular internal diameters free of defects or obstructions, includingany at pipe joints;
c. capable of permitting the free, unobstructed passage of source and receiver probes; and
d. watertight and free from corrosion with clean internal and external faces to ensurepassage of the probes and a good bond between the concrete and the tubes.

2.2 Provide watertight shoes on the bottom and removable watertight caps on the top of the tubes.

2.3 Provide non-shrink grout to fill the access tubes and any cored holes at the completion of the CSL testing and Engineer approval for refill. Use grout conforming to Section 601.03.03 of the Standard Specifications.

3.0 CONSTRUCTION

3.1 Access Tube Installation

a. Install access tubes equally spaced around the perimeter of each of the drilled shafts.
b. Securely attach the tubes to the longitudinal reinforcement. Wire-tie the tubes a minimum of every 3 feet so they will stay in position during placement of rebar and concrete. Place the tubes so they will be parallel with each other and as near to vertical as possible in the finished shaft. Even moderate bending of the tubes will result in large regional variations in the data.
c. Place the tubes from 6 inches above the shaft tip to at least 3 feet above the top of shaft and at least 2 feet above ground level or top of casing. Under no circumstances may the tubes be allowed to come to rest on the bottom of the excavation.
d. Ensure that any joints in the tubes are watertight.
e. During placement of the reinforcement cage, exercise care so that the tubes will notbe damaged to the extent that would prevent a probe from passing through them.
f. After placing the reinforcing cage and before beginning concrete placement, fill the tubes with clean potable water and cap or seal the tube tops to keep debris out of the tubes. Replace the watertight caps immediately after filling the tubes with water.
g. Before placing concrete, investigate at least one tube per shaft to make sure that there are no bends, crimps, obstructions or other impediments to the free passage of the testing probes.

h. During removal of the caps from the tubes, exercise care so as not to apply excess torque, hammering, or other stresses which could break the bond between the tubes and concrete.

i. After concrete placement and before the beginning of CSL testing, inspect the access tubes and report any access tubes that the test probe cannot pass through to the Engineer. The Engineer will make an evaluation to determine if the CSL testing can be successfully performed without the tube(s); the Engineer may require the contractor to, at its own expense, replace one or more tubes with 2-inch diameter holes cored through the concrete for the entire length of the shaft, excluding the bottom 6 inches. Unless directed otherwise by the Engineer, locate core holes approximately 6 inches inside the reinforcement such that it does not damage the reinforcement. For each core hole drilled, record a log with descriptions of inclusionsand voids in the cored holes and submit a copy of the log to the Engineer. Preserve the cores, identify as to location and make available for inspection by the Engineer.

3.2 Grouting - After completion of the CSL testing and evaluation of results, and only after being directed to do so by the Engineer, remove the water from the access tubes and any cored holes, completely fill the tubes and holes with approved grout. After grouting, cut the tubes flush with the tops of the drilled shafts.

4.0 TESTING AND REPORTING

The Engineer may elect to reduce the amount of testing and will pay only for the authorized quantities.

4.1 Testing

a. Perform CSL testing according to ASTM D6760, “Integrity Testing of Concrete DeepFoundations by Ultrasonic Crosshole Testing”.
b. Provide access to the top of the shaft for testing personnel and equipment.
c. Perform CSL testing in accordance with generally accepted CSL Testing methods.
d. Obtain the minimum number of CSL logs shown in Table 1 unless otherwise directed by the Engineer.
e. Perform CSL testing on all completed shafts designated for testing by the Engineer, after the shaft concrete has cured at least 48 hours. Additional curing time may be necessary, depending on the concrete admixtures that are used.

4.2 Test Reports - Submit a test report prepared by the CSL Testing Firm and signed by theresponsible professional engineer which, as a minimum, contains:

a. Date of test
b. Pier No., Plan Shaft No., Station, Offset, and Top of Shaft Elevation;
c. Schematic showing a plan view of the access tube locations;
d. CSL logs presented for each tube pair tested with any defect zones indicated on thelogs and discussed in the report as appropriate.
e. Analyses of initial pulse arrival time versus depth or velocity versus depth if requested by the Engineer; and
f. Analyses of pulse energy/amplitude versus depth.

4.3 The Department will generally use the criteria below for evaluation of the shafts but may vary the criteria based on other available information (e.g. TIP results, construction records, etc.)

Satisfactory	Good (G)	FAT increase 0 to 10% **and** Energy Reduction < 6 dB
Anomaly	Questionable (Q)	FAT increase 11 to 20% **and** Energy Reduction < 9 dB
Flaw	Poor/Flaw (P/F)	FAT increase 21 to 30% **or** Energy Reduction < 12 dB
Defect	Poor/Defect (P/D)	FAT increase >31% **or** Energy Reduction < 12 dB

The Department will consider energy reductions in conjunction with FAT increases and reserves the right to vary the anomaly, flaw and defect criteria based on energy reductions.

- Flaws affecting >50% of profiles or defects affecting >1 profile at the same depth must be addressed.
- "Addressing" may include tomography, core drilling, repair, replacement, or other methods.
- Full cross-section flaws or defects require repair.
- Anomalies need evaluation and potential addressing.

4.4 Independent Comparison Tests - Consultants acting on behalf of the Department may perform independent comparison tests on the shafts tested by the Contractor's CSL Testing Firm.

5.0 EVALUATION OF TEST RESULTS

5.1 Allow direct communication between the CSL Testing Firm and the Department.

5.2 The Engineer will evaluate the CSL test results in the test report to determine whether or not the drilled shaft integrity is acceptable. Within 5 working days after receiving a test report, the Engineer will report to the Contractor whether the construction is acceptableor additional analyses are needed.

5.3 The Engineer will not require the Contractor to wait for CSL testing and evaluation to continue drilled shaft construction. However, if the CSL tests indicate that the integrity of any drilled shaft is questionable, the Engineer may direct the Contractor to suspend drilled shaft operations until the problem is resolved.

5.4 Continue with construction of the structure above the drilled shafts only after receiving written approval to do so, based on evaluation of the CSL test results.

5.5 If the CSL records are complex or inconclusive, the Engineer may require additional testing (such as Angled CSL, Crosshole Tomography, Singlehole Sonic Logging, orSonic Echo/Impulse Response, etc.) or concrete cores to sample the concrete in question to verify shaft conditions. If core samples are needed, obtain cores with a minimum diameter of 2 inches, unless directed otherwise by the Engineer. Unless directed otherwise by the Engineer, locate core holes approximately 6 inches inside the reinforcement such that they do not damage the reinforcement. For each core hole drilled, record a log with descriptions of inclusions and voids in the cored holes and submit a copy of the log to the Engineer. Place the cores in crates properly marked showing the shaft depth at each interval of core recovery. Transport the cores and logs tothe Geotechnical Branch in Frankfort for inspection and testing. Grout the core holes

in accordance with Section 3.2 above.

5.6 If the additional testing or evaluation of cores indicate that concrete for any drilled shaft on which additional testing or coring was required is acceptable, the Department will pay for the additional testing and concrete coring and grouting on a cost plus basis. If the additional testing or evaluations of cores indicate that the concrete for any drilled shaft concrete is unacceptable, the additional testing and concrete coring and grouting will beat the expense of the Contractor.

5.7 If defects are found, the original structural designer will perform structural analyses, at the expense of the Contractor, based on the design criteria established for the structure to assess the effects of the defects on the structural performance of the drilled shaft. If the results of the analyses indicate that there is conclusive evidence that the defects willresult in inadequate or unsafe performance under the design loads, as defined by the design criteria for the structure, the Engineer will reject the shaft.

5.8 If any shaft is rejected, provide a plan for remedial action to the Engineer for approval. Any modifications to the foundation shafts and/or other substructure elements caused by the remedial action will require calculations and working drawings by the original structural designer, at the expense of the Contractor. Begin remediation operations only after receiving approval from the Engineer for the proposed remediation. All remedial action will be at no cost to the Department and with no extension of contract time.

6.0 METHOD OF MEASUREMENT

The Department will pay for the authorized and accepted quantities of "CSL Testing" at the contract unit price per each shaft tested (production and technique drilled shafts). This will constitute full compensation for all costs associated with providing access for testing personnel and equipment, performing the CSL Testing in a single shaft, and reporting the results to the Engineer.

Installation of CSL Access Tubing is incidental to the applicable contract unit bid price for Drilled Shaft, Common, and Drilled Shaft, Solid Rock. This will constitute all costs and delays associated with installing the CSL Access Tubing in a single shaft, including but not limited to providing and installing access tubing, providing and installing all required bracing for access tubes, providing and placing grout in access tubes.

The Department will pay using a change order for the direct cost of additional testing and concrete coring, authorized by the Engineer, required to investigate shafts with inconclusive CSL records if evaluation of the additional testing or cores indicates that concrete for that drilled shaft is acceptable. This will constitute full compensation for all costs and delays associated with performing additional tests, obtaining and delivering concrete cores to the Geotechnical Branch, and grouting core hole

7.0 PAYMENT

The Department will pay for the completed and accepted quantities under the following:

Code	Pay Item	Unit
21321NC	CSL Testing (4 tubes)	Each

The Department will consider payment as full compensation for all work required under this Special Note.

SPECIAL NOTE

FOR SEDIMENT PREVENTION AND EROSION CONTROL

FOR IMPACT REGARDLESS OF SIZE OF THE DISTRUBED AREA

Potential impacts to gray bat foraging habitat and habitat for federally listed fish and mussel species will be minimized by implementing erosion prevention and sediment control measures.

As required under Section 213 of the KYTC Standard Specifications, prior to onsite activities a **site-specific *Erosion Control Plan* including BMPs** to ensure continuous erosion control throughout the construction and post construction period. The plan will identify individual Disturbed Drainage Areas (DDA) where storm water from the construction area will be discharged off site or into waters of the Commonwealth.

Should the Contractor fail to create a BMP Plan or provide and maintain the necessary erosion control, Liquidated Damages will apply at the rate specified in the contract. If no rate is specified, Liquidated Damages will be applied at the rate specified in Section 108 of the Standard Specifications.

The erosion prevention and sediment controls proposed are presented below.

- The location of the individual erosion prevention/sediment control measures will be identified by the Resident Engineer and Contractor. The Contractor will place erosion control devices as identified in the site-specific BMP Plan prior to beginning work.
- Mulch will be placed, during grade and drain activities, across all areas where no work will be conducted for a period of 14 consecutive days.
- Tree clearing within the riparian zone will be minimized. Trees to be removed will be determined by the resident engineer and the contractor prior to disturbance. (Note: Any “Special Note for Tree Clearing Restrictions” must be adhered to.)
- Silt fence, or other approved method as appropriate, will be installed at the edge of waters within the project corridors to eliminate the deposition of rock and debris in the streams during construction activities. In the unforeseen event that unintended debris does enter the streams, the resident engineer will halt the contributing activity until appropriate remedial actions have been implemented.
- To the maximum extent plausible, construction activities will take place during low-flow periods.
- Equipment staging and cleaning areas will be located to eliminate direct inputs to waters of the Commonwealth. These areas will be located such that effluent will be filtered through vegetated areas and appropriate sediment controls prior to discharge offsite.
- Concrete will be poured in a manner to avoid spills into the streams. In the unforeseen event that a spill does occur, the USFWS will be notified, and the resident engineer

will immediately halt the activity until remedial measures have been implemented.

- KYTC proposes to stabilize areas disturbed during construction activities through vegetation establishment and placement of riprap and geotextile fabric. Re-vegetation of the disturbed areas will allow thermoregulation of water within the streams, establish long-term, regenerative stabilization of the stream banks, and provide nutrients to the aquatic macroinvertebrate community through inputs of organic material.
- Areas disturbed during construction and not stabilized with rip rap and erosion blanket will be seeded using a standard seed mix. Depending on project slope and project location, application rates and seed mix types will vary. The Contractor shall perform all final seeding and protection, in accordance with the plans and Section 212 of KYTC Standard Specifications.
- Contrary to Section 213.03.03, paragraph 2, the Engineer shall conduct inspections as needed to verify compliance with Section 221 of KYTC Standard Specifications. The Engineer's inspections shall be performed a minimum of once per month and within seven (7) days after a storm of ½ inch or greater. Copies of the Engineer's inspections shall not be provided to the Contractor unless improvements to the BMPs are required. The Contractor shall initiate corrective action within 24 hours of any reported deficiency and complete the work within five (5) days. The Engineer shall use Form TC 63-61 A for this report. Inspections performed by the Engineer do not relieve the Contractor of any responsibility for compliance. If corrections are not made within the five (5) days specified, the liquidated damages will apply at the rate specified in the Liquidated Damages note in the contract.
- Contrary to Sections 212.05 and 213.05, unless listed in the proposal, bid items for temporary BMPs and items for permanent erosion control will not be measured for payment and will be replaced with one lump sum item for the services. Payment will be pro-rated based on the Project Schedule as submitted by the Contractor and as agreed to by the Engineer.
- The Contractor shall be responsible for applying "good engineering practices." The Contractor may use any temporary BMPs and permanent BMPs that fall within the guidance of the current Standard Specifications, KYTC's Best Management Practices manual, and with the approval of the KYTC Engineer.

FOR IMPACT GREATER THAN 1.0 ACRE

When the total disturbed area for a project, including laydown and waste/borrow areas, is greater than 1.0 acre, the Contractor shall be responsible for filing the Kentucky Pollution discharge Elimination System (KPDES) KYR10 permit Notice of Intent (NOI) with the Kentucky Division of Water (DOW). The Contractor will be responsible for following the KPDES requirements of local Municipal Separate Storm Sewer System (MS4) programs with jurisdiction. Required NOI shall name the Contractor as the Facility Operator and include the KYTC Contract ID Number (CID) for reference. For grouped contracts with more than one structure, each structure will be treated independently in regard to disturbed area unless another structure is within 0.25 mile of the structure. For structures within 0.25 mile of each

other, the total disturbed area will be the sum of the combined disturbed areas. The Contractor shall be responsible for filing the KPDES permit Notice of Termination (NOT) with the Kentucky DOW and any local MS4 Program that has jurisdiction. The NOT shall be filed after the Engineer agrees the project is stabilized or the project has been formally accepted.

The Contractor shall perform all temporary erosion/sediment control functions including providing a Best Management Practice (BMP) Plan, conducting required inspections, modifying the BMP Plan documents as construction progresses, and documenting the installation and maintenance of BMPs in conformance with the KPDES KYR10 permit effective on August 1, 2009, or a permit re-issued to replace that KYR10 permit. This work shall be conducted in conformance with the requirements of Section 213 of the KYTC current Department of Highways, Standard Specifications for Road and Bridge Construction (Standard Specifications).

The Contractor shall be responsible for the examination of the soils to be encountered and make his own independent determination of the temporary BMPs that will be required to accomplish effective erosion prevention and sediment control. The Contractor shall provide the Engineer copies of all documents required by the KPDES permit at the time they are prepared.

They KYR10 web page, which includes the General Permit and eNOI application is here: https://eec.ky.gov/Environmental-Protection/Water/PermitCert/KPDES/Documents/KYR10PermitPage.pdf

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 Additional Environmental Commitments

IN ADDITION TO OTHER ENVIRONMENTAL COMMITMENTS LISTED IN THIS CONTRACT, THE FOLLOWING COMMITMENTS ALSO APPLY, AS THIS IS A FEDERALLY FUNDED UNDERTAKING AS DEFINED IN SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT, 36 CFR 800.16(Z):

1) The KYTC has completed a Phase 1 archaeological survey for a site-specific area surrounding the bridge. The cleared area is shown as "Archaeologically Cleared Area" or "Environmentally Cleared Area" on the concept plans and/or the map attached to this note or included elsewhere in the proposal. Likewise, any areas that must be avoided have been labeled "Do Not Disturb."

   If the Contractor deems it necessary to use additional areas outside the Archaeologically/ Environmentally Cleared Area for any purposes—e.g., laydown yards, vehicle parking, parking cranes, delivering beams, borrow areas, waste areas, etc.—the Contractor must first get a written agreement with the landowner (assuming the additional area is outside the right-of-way). Then the Contractor shall seek approval of the use of the site—whether within or outside the right-of-way—by both the KYTC Section Supervisor and the GEC Environmental Lead at tspringer@qk4.com. The Contractor shall provide a map of the area(s) to be used, including access points, and property-owner agreements. The Environmental Team will complete initial field investigations for archaeological, historical, ecological, and other environmental clearances. If any potentially significant site or resources are found, the KYTC has the right to deny the use of the proposed site. The maps and property owner agreements are to be submitted at least ten (10) business days prior to the Preconstruction Conference, or sixty (60) days prior to the Contractors access to the site, for coordination and review by the KYTC District and Bridging Kentucky Team.

   A Liquidated Damage of $50,000 will be assessed whenever the Contractor has used any restricted areas. The fee will be assessed on a *per bridge* basis, whether the contract involves bridge bundles or a single bridge. In addition, all fines, fees, penalties, remediation costs, and other damages related to breaches of Threatened and Endangered Species Act Section 7, National Historic Preservation Act Section 106, Clean Water Act Sections 401 and 404, Kentucky General Permit for Stormwater Discharges KYR10, Environmental Protection Agency requirements, State Historic Preservation Office requirements, and other related permitting agencies will be paid by the Contractor, including all associated costs and burdens placed upon the Kentucky Transportation Cabinet.

2) If human remains are encountered during project activities, all work should be immediately stopped in the area. The area should be cordoned off, and, in accordance with KRS

72.020, the county coroner and local law enforcement must be contacted immediately. Upon confirmation that the human remains are not of forensic interest, the unanticipated discovery must be reported to Nichole Konkol at the Kentucky Heritage Council at (502) 892-3614, George Crothers at the Office of State Archaeology at (859) 257-1944, and KYTC DEA archaeologists at (502) 564-7250.

For guidance regarding inadvertent discovery and treatment of human remains, refer to the KYTC's *Right of Way Guidance Manual* (Section ROW-1202), and the Advisory Council on Historic Preservation's (ACHP) *Policy Statement Regarding Treatment of Human Remains and Grave Goods* (adopted by ACHP February 23, 2007).

3) If, during the implementation of The Project, a previously unidentified historic/ archaeological property is discovered or a previously identified historic/archaeological property is affected in an unanticipated manner, the contractor shall (1) call KYTC DEA archaeologists at (502) 564-7250, (2) call SHPO archaeologists at (502) 892-3614, and (3) ensure that all work within a reasonable area of the discovery shall cease until such time as a treatment plan can be developed and implemented.

Kentucky Transportation Cabinet

Highway District

And

_____(2), Construction

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

Groundwater protection plan

For Highway Construction Activities

For

Replacement

Project: CID ## -

KYTC BMP Plan for Project CID ## - ####

Project Information

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

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

   Address: (2)

   Phone number: (2)

   Contact: (2)

   Contractor's agent responsible for compliance with KPDES permit requirements: (3)

4. Project Control Number: (2)
5. Route (Address): _____ (1)
6. Latitude/Longitude (project mid-point): _____(1)
7. County (project mid-point): _____(1)
8. Project start date (date work will begin): (2)
9. Projected completion date: (2)

KYTC BMP Plan for Project CID ## - ####

A. Site Description

1. **Nature of Construction Activity (from letting project description):** (1)

2. **Order of major soil disturbing activities:** (2) and (3)

3. **Projected volume of material to be moved:** (3)

4. **Estimate of total project area (acres):** (3)

5. **Estimate of area to be disturbed (acres):** (3)

6. **Post construction runoff coefficient** will be included in the project drainage folder. Persons needing information pertaining to the runoff coefficient will contact the resident engineer to request this information. (1)

7. **Data describing existing soil condition:** (1) and (2)

8. **Data describing existing discharge water quality (if any):** (2)

9. **Receiving water name:** (1)

10. **TMDLs and Pollutants of Concern in Receiving Waters:** (1 DEA)

11. **Site map:** Project layout sheet plus the erosion control sheets in the project plans that depict Disturbed Drainage Areas (DDAs) and related information. These sheets depict the existing project conditions with areas delineated by DDA (drainage area bounded by watershed breaks and right of way limits), the storm water discharge locations (either as a point discharge or as overland flow) and the areas that drain to each discharge point. These plans define the limits of areas to be disturbed and the location of control measures. Controls will be either site specific as designated by the designer or will be annotated by the contractor and resident engineer before disturbance commences. The project layout sheet shows the surface waters and wetlands.

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

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 BMPs 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. <u>All DDA's will have adequate BMPs in place before being disturbed.</u>

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.

- **Sources**—At the beginning of the project, all DDAs for the project will be inspected for areas that are a source of storm water pollutants. Areas that are a source of pollutants will receive appropriate cover or BMPs to arrest the introduction of pollutants into storm water. Areas that have not been opened by the contractor will be inspected periodically (once per month) to determine if there is a need to employ BMPs to keep pollutants from entering storm water.

- **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 and 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.
- 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 BMPs as the roadway was shaped. Probably changes include:

- Silt Trap Type A, Brush and/or other barriers, Temporary mulch, and any other BMP which had to be removed for final grading to take place.
- Additional Silt Traps Type B and Type C to be placed as final drainage patterns are put in place.
- Additional Channel Lining and/or Erosion Control Blanket.
- Temporary mulch for areas where Permanent Seeding and Protection cannot be done within 21 days.
- Special BMP's such as Karst Policy.

➢ **Finish Work (Paving, Seeding, Protect, etc.)**—A final BMP Plan will result from modifications during this phase of construction. Probable 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: (3)

C. Other Control Measures

1. **Solid Materials**

   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 about proper storage and handling of hazardous wastes when required. The Transportation Cabinet will file for generator, registration when appropriate, with the Division of Waste Management and advise the contractor regarding waste management requirements.

4. **Spill Prevention**

   The following material management practices will be used to reduce the risk of spills or other exposure of materials and substances to the weather and/or runoff. (3)

   - **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 the products 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 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.

5. **Product-specific Practices**

The following product-specific practices will be followed onsite:

➢ **Petroleum Products**

- Vehicles and equipment that are fueled and maintained on site will be monitored for leaks and receive regular preventative maintenance to reduce the chance of leakage. Petroleum products onsite will be stored in tightly sealed containers, which are clearly labeled and will be protected from exposure to weather.
- The contractor shall prepare an Oil Pollution Spill Prevention Control and Countermeasure plan when the project that involves the storage of petroleum products in 55 gallon or larger containers with a total combined storage capacity of 1,320 gallons. This is a requirement of 40 CFR 112.

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

➢ **Fertilizers**

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

➢ **Paints**

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

➢ **Concrete Truck Washout**

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

➢ **Spill Control Practices**

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

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

- The spill area will be kept well ventilated, and personnel will wear appropriate protective clothing to prevent injury from contract 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.

2. 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.

3. Post Construction maintenance will be a function of normal highway maintenance operations. Following final project acceptance by the cabinet, district highway crews will be responsible for identification and correction of deficiencies regarding ground cover and cleaning of storm water BMPs. The project manager shall identify any BMPs that will be for the purpose of post construction storm water management with specific guidance for any non-routine maintenance. (1)

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 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 stockpiles 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.

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

- Contractor's statement: (3)

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

_____2. (e) Land treatment or land disposal of a pollutant.

_____2. (f) Storing…or related handling of hazardous waste, solid waste or special waste…in tanks, drums, or other containers, or in piles (does not include wastes managed in a container placed for collection and removal of municipal solid waste for disposal off site).

_____2. (g) …handling of materials in bulk quantities (equal or greater than 55 gallons or 100 pounds net dry weight transported held in an individual container) that, if released to the environment, would be a pollutant.

_____2. (j) Storing or related handling of road oils, dust suppressants at a central location.

_____2. (k) Application or related handling of road oils, dust suppressants or deicing materials (does not include use of chloride-based deicing materials applied to roads or parking lots).

_____2. (m) Installation, construction, operation, or abandonment of wells, bore holes, or core holes (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 provided 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).

Contractor and Resident Engineer Plan Certification

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

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

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

Resident Engineer and Contractor Certification:

(2) Resident Engineer signature

Signed _____ _____, _____

Typed or printed name[2] Title Signature

(3) Signed _____ _____, _____

Typed or printed name[1] Title Signature

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

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

Sub-Contractor Certification

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

Subcontractor Name:

Address:

Phone:

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

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

Signed _____ _____, _____

Typed or printed name[1] Title Signature

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

SPECIAL NOTE

Seasonal Tree Clearing Restriction

DUE TO THE RECOVERY PLAN FOR ENDANGERED BATS, **NO** TREE CLEARING IS PERMITTED FROM **APRIL 1 THROUGH NOVEMBER 14.**

(i.e., trees must be cut during the winter bat hibernation season. Also, please note this is different than the standard May 15 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.

SPECIAL NOTE
FOR STRUCTURE REMOVAL and RENOVATIONS

Notice of Intent (NOI) to Division of Air Quality

The roadway contractor is required to file a Notice of Intent (NOI) to the Division of Air Quality ten (10) business days (M-F) prior to the start of any demolition or rehabilitation work on the bridge superstructure (021B00009N). Please use the KY Environmental and Energy Cabinet eForm Portal (https://dep.gateway.ky.gov/eForms/Account/Home.aspx) to complete this task. It is also advised that copies of the submittal are to be sent to the Regional Office of the Kentucky Division of Air Quality KY DAQ Regional Offices to complete the notification process.

Linebach ▪ Funkhouser, Inc.
ENVIRONMENTAL COMPLIANCE & CONSULTING

Asbestos Inspection Report

To: Tom Springer, QK4, Inc.

Date: November 10, 2022

Conducted By: Russell H. Brooks, LFI, Inc.
Kentucky Accredited Asbestos Inspector #71841

Project and Structure Identification

Project: Carroll County: Item No. 6-10037

Structure ID: #021B00009N

Structure Location: KY 36 over Lick Creek, Carroll County, Kentucky

Sample Description: Abutment board, guardrail cushion material, expansion joint mastic

Inspection Date: November 1, 2022

Results and Recommendations

The asbestos inspection was performed in accordance with current United States Environmental Protection Agency (US EPA) regulations, specifically 40 CFR Part 61, Asbestos National Emissions Standards for Hazardous Air Pollutants (NESHAP) revision, final rule effective November 20, 1990.

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 through the e-portal at https://dep.gateway.ky.gov/eForms/Account/Home.aspx.

No asbestos containing materials (ACM) was detected above the 1% screening limit.

MRS, INC. *MRS, Inc. Analytical Laboratory Division*
332 West Broadway / Suite # 902 (502) 495-1212
Louisville, Kentucky - 40202 - 2133 Fax: (502) 491-7111

BULK SAMPLE ASBESTOS ANALYSIS

Analysis N # # 3211083 Address: Carroll County - Item # 6-10037
Client Name: L F I
Sampled By: Jason P. Boston

				% FIBROUS ASBESTOS				% NON-ASBESTOS FIBERS			
Sample ID	Color	Layered	Fibrous	Chrysotile	Amosite	crocidolite	Others	Cellulose	Fiberglass	Syn. Fiber	Other/Mat.
# 1 A	Black	Yes	No	2%	(To Be	Point Counted)		2%			96%
# 1 B	**Black**	Yes	No	2%	(To Be	Point Counted)		2%			96%
# 2 A	Black	Yes	No				None	5%			95%
# 2 B	Black	Yes	No				None	5%			95%
# 3 A	Black	Yes	No	3%	(To Be	Point Counted)		2%			95%
# 3 B	Black	Yes	No	3%	(To Be	Point Counted)		2%			95%

Methodology : EPA Method 600/R-93-116
Date Analyzed :
Analyst : Winterford Mensah Reviewed By: Winterford Mensah Signature

AIHA # 102459 AJHA #1 02459

MRS, INC. *MRS, Inc. Analytical Laboratory Division*

332 West Broadway / Suite # 902
Louisville, Kentucky - 40202 - 2133
Phone # : (502) 495-1212
E-Mail Address: CEOMRSInc@AOL.Com

Client:	**L F I**	**Project No:**	**# 3211083**
Address:	**114 Fairfax Avenue**	**Sample ID:**	**# 1 A**
	Louisville, KY	**Sampled:**	**1-Nov-22**
	40207	**Received:**	**7-Nov-22**
	Attention: Jason P. Boston &	**Analyzed:**	**8-Nov-22 - Point Count -**
	Russell Brooks		

Bulk Sample Analysis

Sampled By : **Jason P. Boston**
Facility/Location: **Carroll County - Item # 6 - 10037**
Field Description: **Abutment Board**
Laboratory Description:
Thick Black Material

Asbestos Materials:
Chrysotile = 1/400 = 0.25 % (< 1 %) Sample Is Negative

Non-Asbestos Fibrous Materials :

Cellulose	0.25 %
Binders(Tar)	99.50 %

Remarks: The sample was analyzed for asbestos content following the EPA Methodology (600/R-93/116). The test relates only to the items tested. This report does not represent endorsement by NVLAP or any agency of the U.S. Government.

Analyst: Winterford Mensah Reviewed By: Winterford Mensah Signature

AIHA #102459 / AIHA #102459 / AIHA #102459

MRS, INC. *MRS, Inc. Analytical Laboratory Division*

332 West Broadway / Suite # 902 *Phone # : (502) 495-1212*
Louisville, Kentucky - 40202 - 2133 *E-Mail Address: CEOMRSInc@AOL.Com*

Client:	**L F I**	**Project No:**	**# 3211083**
Address:	**114 Fairfax Avenue**	**Sample ID:**	**# 1 B**
	Louisville, KY	**Sampled:**	**1-Nov-22**
	40207	**Received:**	**7-Nov-22**
	Attention: Jason P. Boston &	**Analyzed:**	**8-Nov-22 - Point Count -**
	Russell Brooks		

Bulk Sample Analysis

Sampled By : **Jason P. Boston**
Facility/Location: **Carroll County - Item # 6 - 10037**
Field Description: **Abutment Board**
Laboratory Description:
Thick Black Material

Asbestos Materials:
Chrysotile = 1/400 = 0.25 % (< 1 %) Sample Is Negative

Non-Asbestos Fibrous Materials :

Cellulose	0.25 %
Binders(Tar)	99.50 %

Remarks: The sample was analyzed for asbestos content following the EPA Methodology (600/R-93/116). The test relates only to the items tested. This report does not represent endorsement by NVLAP or any agency of the U.S. Government.

Analyst: Winterford Mensah Reviewed By: Winterford Mensah Signature

MRS, INC. *MRS, Inc. Analytical Laboratory Division*

332 West Broadway / Suite # 902
Louisville, Kentucky - 40202 - 2133
Phone # : (502) 495-1212
E-Mail Address: CEOMRSInc@AOL.Com

Client:	**L F I**	**Project No:**	**# 3211083**
Address:	**114 Fairfax Avenue**	**Sample ID:**	**# 3 A**
	Louisville, KY	**Sampled:**	**1-Nov-22**
	40207	**Received:**	**7-Nov-22**
	Attention: Jason P. Boston &	**Analyzed:**	**8-Nov-22 - Point Count -**
	Russell Brooks		

Bulk Sample Analysis

Sampled By : **Jason P. Boston**
Facility/Location: **Carroll County - Item # 6 - 10037**
Field Description: **Joint Tar**
Laboratory Description:
Black Material

Asbestos Materials:
Chrysotile = 2/400 = 0.50 % (< 1 %) Sample Is Negative

Non-Asbestos Fibrous Materials :

Cellulose	0.25 %
Binders(Tar)	99.25 %

Remarks: The sample was analyzed for asbestos content following the EPA Methodology (600/R-93/116). The test relates only to the items tested. This report does not represent endorsement by NVLAP or any agency of the U.S. Government.

Analyst: Winterford Mensah Reviewed By: Winterford Mensah Signature

AIHA #102459 / AIHA #102459 / AIHA #102459

MRS, INC. *MRS, Inc. Analytical Laboratory Division*

332 West Broadway / Suite # 902 *Phone # : (502) 495-1212*
Louisville, Kentucky - 40202 - 2133 *E-Mail Address: CEOMRSInc@AOL.Com*

Client:	**L F I**	**Project No:**	**# 3211083**
Address:	**114 Fairfax Avenue**	**Sample ID:**	**# 3 B**
	Louisville, KY	**Sampled:**	**1-Nov-22**
	40207	**Received:**	**7-Nov-22**
	Attention: Jason P. Boston &	**Analyzed:**	**8-Nov-22 - Point Count -**
	Russell Brooks		

Bulk Sample Analysis

Sampled By : **Jason P. Boston**
Facility/Location: **Carroll County - Item # 6 - 10037**
Field Description: **Joint Tar**
Laboratory Description:
Black Material

Asbestos Materials:
Chrysotile = 2/400 = 0.50 % (< 1 %) Sample Is Negative

Non-Asbestos Fibrous Materials :

Cellulose	0.25 %
Binders(Tar)	99.25 %

Remarks: The sample was analyzed for asbestos content following the EPA Methodology (600/R-93/116). The test relates only to the items tested. This report does not represent endorsement by NVLAP or any agency of the U.S. Government.

Analyst: Winterford Mensah Reviewed By: Winterford Mensah Signature

AIHA #102459 / AIHA #102459 / AIHA #102459

MRS, Inc.
P.O. Box 19424
Louisville, Kentucky 40259-0424

Phon (502) 495 - 1212
Fax (502) 491 - 7111

Client : Linebach Funkhouser, Inc
Project : 787-22

CHAIN OF CUSTODY RECORD

PROJECT: Carroll County
LOCATION: 6-10037
SAMPLED BY: Jason P. Boston
DATE: 11-1-22

COMMENTS AND/OR INSTRUCTIONS:

Group Method

Stop First Positive

point count <4%

SAMPLE NUMBER	LOCATION	MATRIX	COLOR	SIZE	COMMENTS	T/L W/C	PLM
1 A/B		Abutment Board	Black				
2 A/B		Rail Gasket	Black				
3 A/B		Joint Tar	Black				

Relinquished By: (Signature)	Date	Time	Received By: (Signature)
Jason P. Boston	11-7-22	0830	Kristopher Mercer
Relinquished By: (Signature	Date	Time	Received By: (Signature)

Commonwealth of Kentucky

Department for Environmental Protection
Division for Air Quality

Russell Henry Brooks

Has met the requirements of 401 KAR 58:005 and is accredited as an:

Asbestos Inspector

Agency Interest Id:	**138451**
License Number:	**71841**
Issue Date:	**03/24/2022**
Expiration Date:	**03/15/2023**

PAGE 1 OF
INITIAL SUBMITTAL DATE
REVISION DATE
NOTIFICATION # -

NOTIFICATION OF ASBESTOS ABATEMENT/DEMOLITION/RENOVATION

(Instructions for completing form on back)

File this form with Regional Office where project will be performed

Kentucky Division for Air Quality
300 Sower Boulevard, 2nd Floor
Frankfort, KY 40601

OFFICE USE ONLY
ID #
LOG #

Contractor _____
Address _____
City _____ State _____ Zip _____
Phone _____ Contact Person _____
Owner _____
Address _____
City _____ State _____ Zip _____
Phone _____ Contact Person _____
Project Location _____
Address _____
City _____ State _____ Zip _____
Facility Age (yrs.) _____ Size of Facility or Affected Part (sq.ft.) _____
#Floors Affected _____ Present and Prior Use of Facility _____

TYPE OF PROJECT (CHECK ONLY ONE):

Renovation ☐ Demolition ☐ Ordered Demolition ☐ Emergency ☐ Long-term ☐

PROJECT DATES:

Start Removal _____ End Removal _____
Start Renovation/Demolition _____ End Renovation/Demolition _____

Amount of ACM to be Removed:

	Regulated ACM (RACM)	Category II nonfriable ACM (optional)	Category I nonfriable ACM (optional)
Linear Feet			
Square Feet			
Cubic Feet			

Description of planned renovation/demolition, including abatement methods & demo/reno methods. _____

Description of affected facility components _____

Asbestos detection technique _____

Amount of Cat. I & II nonfriable ACM involved but will not be removed:

Describe **physical characteristics** that make it nonfriable and **methods** to keep it nonfriable (optional): _____

Describe **contingency plan** should nonfriable ACM become friable or additional ACM be uncovered during renovation/ demolition: _____

Transporter _____
Address _____
City _____ State _____ Zip _____
Phone _____
Disposal Site _____
Address _____
City _____ State _____ Zip _____

I hereby certify that at least one person trained as required by 40 CFR 61.145(c)(8) will supervise the abatement work described herein. (optional for strictly non-friable work)

Submitted by: _____
Company Name: _____

INSTRUCTIONS FOR COMPLETING FORM DEP7036: NOTIFICATION OF ASBESTOS ABATEMENT/DEMOLITION/RENOVATION

Filing Deadline: This form must be completed and filed with the Kentucky Division for Air Quality at least ten (10) working days before starting any asbestos removal, demolition, or other work which will disturb asbestos-containing material (ACM) in Kentucky facilities outside Jefferson County and in schools statewide, including Jefferson County. File with appropriate Regional Office.
Renotification: If developments occur that invalidate information on a notification (e.g., changes in dates, amounts, locations), file a revised form within the time frames specified in 401 KAR 58:025. Notifications may be numbered in the top-left corner (optional). First two digits are project year; remaining digits are project number (e.g., the first project in 1999 is 99-1).
Attachments: Attachments may be included to provide additional information, propose alternative procedures, declare nonfriable removal, identify secondary transporters, etc.

Line-by-Line Instructions:
Contractor/Owner: the contractor is the asbestos remover (or, for zero-asbestos demolitions, the demolition contractor). The owner is the entity having the work done.
Project Location: The location at the address given where the work is taking place (e.g., which building/floor/room?).
Present/Prior Use: Enter the present and prior use(s) of the facility.
Type of Project: Each choice shown in this category has a specific description under 401 KAR 58:025:

Emergency renovations result from a sudden, unexpected event. If the project is an emergency renovation, attach a detailed description of the sudden, unexpected event that necessitated removal. Include the exact date and hour the event occurred and explain how the event caused an unsafe condition, or would cause equipment damage or unreasonable financial burden.

Planned renovations are renovations that do not qualify as emergency renovations.

A long-term notification is a type of planned renovation which involves a number of nonscheduled small-scale removals whose annual total exceeds the NESHAP threshold amounts and can be estimated based on past years' experience. File yearly estimate at least 10 working days before the beginning of the calendar year for which a long-term notification is being given.

Demolitions involve the wrecking or taking out of a load-supporting structural member, such as a load-bearing beam or wall. Tearing down a structure, dismantling it piecemeal, and moving it from one place to another are all considered demolitions.

Ordered demolitions must result from a demolition order issued by a government agency because the building is structurally unsound and in danger of imminent collapse. For ordered demolitions, attach to the notification a signed, dated copy of order that includes demolition deadlines and name/title/authority of the government representative issuing the order.

Project Dates: Schedules must be precise and accurate. The "start removal" date is the date the removers arrive on-site and begin physically preparing the work area for removal. "End removal" is the date the removers dismantle the work area after cleaning and clearing it. If circumstances arise that invalidate previously submitted start dates, a revised notification must be submitted showing the updated, correct start date. If the start date has been moved up, submit written renotification at least ten working days before the new start date. If the start date has been moved back, telephone the Division as soon as possible before the original date and submit written renotification no later than the original start date.
Schedules for renovation and demolition (next line after removal schedule) are handled similarly, except that renotification is required only for schedule changes involving demolitions, not renovations.
Amount of ACM: In this table, enter the amount and type (RACM , Category I, and/or Category II) of asbestos that will be removed. Although the regulation does not require you to identify the amount of nonfriable ACM that will be removed, the table provides space for nonfriable ACM to accommodate those notifiers who choose to document these removals.
Description of project: Describe the demolition or renovation work to be performed and method(s) to be used , including work practices and engineering controls to be used.
Asbestos Detection Technique: Give a general description of the asbestos survey, for example, "AHERA-style survey by accredited inspector; samples analyzed by PLM."
Amount of nonfriable ...: If all nonfriable ACM will be properly removed, enter "NA."
Contingency Plans: If Category II nonfriable ACM becomes crumbled, pulverized, or reduced to powder, or if additional RACM is discovered, describe procedures to be followed. For example, "Move demolition activity away from ACM immediately; remove the ACM using regulation-required procedures." Even "Stop work, call Division for Air Quality" is OK.

TEAM KENTUCKY TRANSPORTATION CABINET

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

☒ **Original** ☐ **Re-Certification** — **RIGHT OF WAY CERTIFICATION**

ITEM #	COUNTY	PROJECT # (STATE)	PROJECT # (FEDERAL)
06-10037.00	Carroll	1100 FD55 121 9414002R	

PROJECT DESCRIPTION

Kentucky Bridge Program - 021B00009N - KY 36 over Lick Creek Bridge Replacement

☐ **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	5	EXCEPTION (S) Parcel #	ANTICIPATED DATE OF POSSESSION WITH EXPLANATION
Number of Parcels That Have Been Acquired			
Signed Deed	5		
Condemnation	0		
Signed ROE	0		

Notes/ Comments (Text is limited. Use additional sheet if necessary.)

LPA RW Project Manager		Right of Way Supervisor	
Printed Name		Printed Name	Mark C. Askin, P.E.
Signature		Signature	Mark Askin, P.E. Digitally signed by Mark Askin, P.E. DN: cn=Mark Askin, P.E., email=mark.askin@strand.com Date: 2025.02.04 07:26:56 -05'00'
Date		Date	02/04/25

Right of Way Director		FHWA	
Printed Name	Dean M. Loy	Printed Name	
Signature	DM Loy Digitally signed by DM Loy Date: 2025.02.04 07:41:20 -05'00'	Signature	
Date		Date	

UTILITIES AND RAIL CERTIFICATION NOTE

Carroll County
No federal number available
FD04 121 94140 01U
Mile point: 22.747 TO 22.783
BRIDGE PROJECT IN CARROLL COUNTY ON (021B00009N) KY-36 AT LICK CREEK
ITEM NUMBER: 06-10037.00

PROJECT NOTES ON UTILITIES

The contractor should be aware that there is UTILITY WORK INCLUDED IN THIS ROAD CONSTRUCTION CONTRACT. The Contractor shall review the GENERAL UTILITY NOTES AND INSTRUCTIONS which may include KYTC Utility Bid Item Descriptions, utility owner supplied specifications, plans, list of utility owner preapproved subcontractors, and other instructions. Utility contractors may be added via addendum if KYTC is instructed to do so by the utility owner. Potential contractors must seek prequalification from the utility owner. Any revisions must be sent from the utility owner to KYTC a minimum of one week prior to bid opening.

For all projects under 2000 Linear feet which require a normal excavation locate request pursuant to KRS 367.4901-4917, the awarded contractor shall field mark the proposed excavation or construction boundaries of the project (also called white lining) using the procedure set forth in KRS 367.4909(9)(k). For all projects over 2000 linear feet, which are defined as a “Large Project” in KRS 367.4903(18), the awarded contractor shall initially mark the first 2000 linear feet minimally of proposed excavation or construction boundaries of the project to be worked using the procedure set forth in KRS 367.4909(9)(k). This temporary field locating of the project excavation boundary shall take place prior to submitting an excavation location request to the underground utility protection Kentucky Contact Center. For large projects, the awarded contractor shall work with the impacted utilities to determine when additional white lining of the remainder of the project site will take place. This provision shall not alter or relieve the awarded contractor from complying with requirements of KRS 367.4905 to 367.4917 in their entirety.

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

The contractor will be responsible for contacting all utility facility owners on the subject project to coordinate his activities. The contractor will coordinate his activities to minimize and, where possible, avoid conflicts with utility facilities. Due to the nature of the work proposed, it is unlikely to conflict with the existing utilities beyond minor facility adjustments. Where conflicts with utility facilities are unavoidable, the contractor will coordinate any necessary relocation work with the facility owner and Resident Engineer. The Kentucky Transportation Cabinet maintains the right to remove or alter portions of this contract if a utility conflict occurs. The utility facilities as noted in the previous section(s) have been determined using data garnered by varied means and with varying degrees of accuracy: from the facility owners, a result of S.U.E., field inspections, and/or reviews of record drawings. The facilities defined may not be inclusive of all utilities in the project scope and are not Level A quality, unless

UTILITIES AND RAIL CERTIFICATION NOTE

Carroll County
No federal number available
FD04 121 94140 01U
Mile point: 22.747 TO 22.783
BRIDGE PROJECT IN CARROLL COUNTY ON (021B00009N) KY-36 AT LICK CREEK
ITEM NUMBER: 06-10037.00

specified as such. It is the contractor's responsibility to verify all utilities and their respective locations before excavating.

The contractor shall make every effort to protect underground facilities from damage as prescribed in the Underground Facility Damage Protection Act of 1994, Kentucky Revised Statute KRS 367.4901 to 367.4917. It is the contractor's responsibility to determine and take steps necessary to be in compliance with federal and state damage prevention directives. The contractor is instructed to contact KY 811 for the location of existing underground utilities. Contact shall be made a minimum of two (2) and no more than ten (10) business days prior to excavation. The contractor shall submit Excavation Locate Requests to the Kentucky Contact Center (KY 811) via web ticket entry. The submission of this request does not relieve the contractor from the responsibility of contacting non-member facility owners, whom are to be contacted through their individual Protection Notification Center. It may be necessary for the contractor to contact the County Court Clerk to determine what utility companies have facilities in the area. Non-compliance with these directives can result in the enforcement of penalties.

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

Carrollton Utilities Sanitary Force Main is to remain in service until relocated by the road contractor.

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

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

No utility relocations are being performed prior to construction.

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

No utilities are being relocated by any utility owner.

UTILITIES AND RAIL CERTIFICATION NOTE

Carroll County
No federal number available
FD04 121 94140 01U
Mile point: 22.747 TO 22.783
BRIDGE PROJECT IN CARROLL COUNTY ON (021B00009N) KY-36 AT LICK CREEK
ITEM NUMBER: 06-10037.00

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

Carrolton Utilities Sanitary Force Main facilities are being relocated by the road contractor, using plans inserted into the roadway plan set and specifications and instructions inserted into the project proposal. The contractor should be aware that force main relocation will need to be performed early in the project to clear the site for bridge construction.

The contractor should also be aware that the existing air release valves (ARVs) are to be salvaged by the road contractor and made available for pick-up on site by Carrolton Utilities. The road contractor is to notify Carrolton Utilities when the ARVs are ready for pick-up. Until these items are picked up, the road contractor will be responsible for the security of these items. Efforts for the salvage of these items is considered incidental to force main relocation construction.

RAIL COMPANIES HAVE FACILITIES IN CONJUNCTION WITH THIS PROJECT AS NOTED

☒ **No Rail Involvement** ☐ **Rail Involved** ☐ **Rail Adjacent**

Form Revised 6/24/16

UTILITIES AND RAIL CERTIFICATION NOTE

Carroll County
No federal number available
FD04 121 94140 01U
Mile point: 22.747 TO 22.783
BRIDGE PROJECT IN CARROLL COUNTY ON (021B00009N) KY-36 AT LICK CREEK
ITEM NUMBER: 06-10037.00

AREA FACILITY OWNER CONTACT LIST

Facility Owner	Address	Contact Name	Phone	Email
Carrollton Utilities - Sewer	225 Sixth Street, Carrollton, KY 41008	Kaleb Nab	(502) 732-1218	knab@cuky.us

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

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

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

PROTECTION OF EXISTING UTILITIES

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

PREQUALIFIED UTILITY CONTRACTORS

Some utility owners may require contractors that perform relocation work on their respective facilities as a part of the road contract be prequalified or preapproved by the utility owner**. Utility contractors may be added via addendum if KYTC is instructed to do so by the utility owner. Potential contractors must seek prequalification from the utility owner. Any revisions must be sent from the utility owner to KYTC a minimum of one week prior to bid opening.** Those utility owners with a prequalification or preapproval requirement are as follows:

> ***Carrolton Utilities*** *has provided a list of prequalified force main contractors within their specifications at Section 01010, Sub Section 1.04. Force main specifications are included in the project proposal.*

The bidding contractor needs to review the above referenced list and choose from the list of approved subcontractors. Only subcontractors shown on the approved list will be allowed to work on that utility as a part of this contract. In such instances, the utility subcontractor is not required to be prequalified with the KYTC Division of Construction Procurement.

IF A UTILITY SUPPLIED CONTRACTOR LIST IS NOT PROVIDED

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

CONTRACT ADMINISTRATION RELATIVE TO UTILITY WORK

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

SUBMITTALS AND CORRESPONDENCE

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

ENGINEER

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

INSPECTOR OR RESIDENT PROJECT REPRESENTATIVE

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

NOTICE TO UTILITY OWNERS OF THE START OF WORK

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

UTILITY SHUTDOWNS

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

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

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

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

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

STATIONS AND DISTANCES

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

RESTORATION

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

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

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

MATERIAL

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

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

> *The utility owner will not be providing any materials for this project. All materials for utility relocation are to be provided by the contractor or subcontractor.*

SECURITY OF SUPPLIED MATERIALS

If any utility materials are to be supplied by the utility owner, it will be the responsibility of the utility contractor to secure all utility owner supplied materials after delivery to the project site. The utility contractor shall coordinate directly with the utility owner and their suppliers for delivery and security of

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

Standard Sanitary Sewer Bid Item Descriptions

THESE BID ITEM DESCRIPTIONS SHALL SUPERCEDE ANY BID ITEM DESCRIPTIONS CONTAINED IN UTILITY OWNER SUPPLIED SPECIFICATIONS PROVIDED ELSEWHERE IN THIS PROPOSAL.

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

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

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

S CIPP LINER This item is to pay for rehabilitation of existing sanitary sewers using the Cured-In-Place-Pipe method. This bid item description applies to all CIPP sizes included in the contract. All CIPP Liner items, of all varying sizes, shall include all labor, materials, customer notification, testing, necessary permits,

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

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

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

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

S ENCASEMENT CONCRETE This item includes all labor, equipment, excavation, concrete, reinforcing steel, backfill, restoration, etc. to construct the concrete encasement of the sewer or force main, as shown on the plans and in accordance with the specifications and standard drawings. Payment under this item shall be in addition to the carrier pipe, as paid under separate bid items. Carrier pipe is not included in this bid item. Any and all concrete encasements shall be paid under one bid item, included in the contract, regardless of the size of the carrier pipe or the volume of concrete or steel reinforcement as specified in the plans and specifications. No separate bid items will be established for size variations. Measurement of

pay quantity shall be from end of concrete to end of concrete. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid LINEAR FEET (LF) when complete.

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

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

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

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

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

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

S FORCE MAIN This item description shall apply to all PVC, ductile iron, and polyethylene/plastic pipe bid items of every size and type, except those bid items defined as "Special". This item includes the pipe specified by the plans and specifications, all fittings (including, but not limited to, bends, tees, reducers, plugs, and caps), tracing wire with test stations (if required by specifications), polyethylene wrap (when specified), labor, equipment, excavation, bedding, restoration, testing, backfill, etc., required to install the specified new pipe and new fittings at the locations shown on the plans, or as directed, in accordance with the specifications and standard drawings, complete and ready-for-use. No additional payment will be made for rock excavation. This bid item includes material and placement of flowable fill under existing and

proposed pavement, and wherever else specified on the plans or in the specifications. This item shall also include pipe anchors on polyethylene pipe runs, as shown on the plans or required by the specifications, to prevent the creep or contraction of the pipe. Measurement of quantities under this item shall be through fittings, encasements, and directional bores (only when a separate carrier pipe is specified within the directional bore pipe). No separate payment will be made under pipe items when the directional bore pipe is the carrier pipe. Measurements shall be further defined to be to the center of tie-in where new pipe contacts existing pipe at the center of connecting fittings, to the outside face of vault or structure walls, or to the point of main termination at dead ends. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid LINEAR FEET (LF).

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

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

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

basis, but shall be paid EACH (EA) at each location when complete and placed in service. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced.

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

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

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

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

Plugging of existing abandoned mains shall be performed and paid in accordance with Section 708.03.05 of KYTC Standard Specifications for Road and Bridge Construction, using Bid code 01314, Plug Pipe.

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

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

S LAMPHOLE Payment under this item is for the installation of a lamphole along or at the end of a gravity sewer pipe for inspection and cleaning of a sewer pipe. Lampholes shall include, but are not limited

to bends, tees, vertical pipe, casting, any other materials specified, excavation, backfilling, air testing, restoration, and cleanup in accordance with the plans, specifications, and standard drawings, complete and ready-for-use. Payment shall be made under this bid item regardless of lamphole size. No separate pay items will be established for size variations. All materials shall be new and unused. No additional compensation will be paid for lamphole height variations. All vertical pipe required to construct the lamphole, regardless of height, shall be considered incidental to this item. No additional payment will be made for rock excavation. Cleanouts on pipes 6 inches or less are not considered lampholes and are not to be paid under this item. Only lampholes on pipes 8 inches or larger are to be paid under this item. Cleanouts on pipes 6 inches or less are to be paid under pay item S LATERAL CLEANOUT. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

S LATERAL CLEANOUT This item shall be for payment for installation of a cleanout in a service lateral line. This item shall include furnishing and installation of a tee, vertical pipe of whatever length required, and threaded cap. The cleanout shall extend from the lateral to final grade elevation. The size of the cleanout shall be equivalent to the size of the lateral. The cleanout materials shall meet the same specification as those for the lateral. The cleanout shall be installed at the locations shown on the plans or as directed by the engineer. Only one pay item shall be established for cleanout installation. No separate pay items shall be established for size or height variations. Payment under this item is for cleanouts on pipe of 6 inches or less. Cleanouts on pipes of 8 inches or greater are considered lampholes and shall be paid under the S LAMPHOLE bid item. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

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

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

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

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

S MANHOLE Payment under this item is for the installation of new 4-foot interior diameter sanitary sewer manhole. Payment for manholes will be at the contract unit price, in-place, complete and ready-for-use at the locations shown on plans, in accordance with specifications and standard drawings. Manholes shall include concrete base, barrel sections, cone section or slab top, steps, excavation, backfilling, air testing, restoration, and cleanup, in accordance with the specifications and standard drawings. Payment shall be made under this item regardless of whether the base is to be precast or cast-in-place (doghouse). All materials, except casting, shall be new and unused. An existing casting from an existing abandoned or removed manhole is to be reused when available and shall be considered incidental to this item. When an existing casting is unavailable or a new casting is specified on plans or elsewhere in the contract, a new casting shall be paid as a separate bid item. Anchoring of a casting, new or used, shall be considered incidental to this bid item. No additional compensation will be paid for manhole height variations. No additional payment will be made for rock excavation. In cases where a manhole is to be located within a grade-sensitive area such as roadway pavement, sidewalks, shared-use-paths, etc., the final casting grade given on plans shall be considered approximate. Any readjustment of a manhole casting to meet field conditions shall be incidental to this item. No additional payment shall be made for casting adjustments on new manholes. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

S MANHOLE ABANDON/REMOVE Payment under this item is for the full or partial removal, disposal, and/or filling of any sanitary sewer manhole, regardless of size or depth, that no longer serves any purpose. All manholes partially removed shall be removed to a point at least 12 inches below final grade, 12 inches below roadway subgrade, or 12 inches clear of any other underground infrastructure, whichever is lowest. If partial removal of an abandoned manhole is elected, the remaining manhole structure shall be filled with flowable fill. Flowable fill shall be considered incidental to this bid item. Plugging of pipes entering and exiting within an abandoned manhole that is left in place partially or in whole shall be considered incidental to this item. All sanitary sewer castings shall be salvaged and securely stockpiled for reuse on new sanitary sewer manholes. Salvage of manhole castings for reuse on the project shall be considered incidental to this

bid item. Any casting that is not needed for reuse, is not reusable, or is directed by the engineer not to be reused shall be disposed of by the contractor. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

Plugging or safeloading of pipes required at locations outside of manholes when manholes are removed in total shall be performed and paid in accordance with Section 708.03.05 of KYTC Standard Specifications for Road and Bridge Construction, using Bid code 01314, Plug Pipe.

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

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

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

S MANHOLE OVERSIZED Payment under this item is for the installation of a new manhole greater than the standard 4-foot interior diameter. Payment for oversized manholes will be made at the contract unit price in-place, complete and ready-for-use at the locations shown on plans, in accordance with specifications and standard drawings. Manholes shall include concrete base, barrel sections, cone section or slab top, steps, excavation, backfilling, air testing, restoration, and cleanup, in accordance with the specifications and standard drawings. Payment shall be made under this item regardless of whether the base is to be precast or cast-in-place (doghouse). All materials, except casting, shall be new and unused. An existing casting from an existing abandoned or removed manhole is to be reused when available and shall be considered incidental to this item. When an existing casting is unavailable or a new casting is specified on plans or elsewhere in the contract, a new casting shall be paid as a separate bid item. Anchoring of casting, new or used, shall be considered incidental to this bid item. No additional compensation will be paid for manhole height variations. No additional payment will be made for rock excavation. In cases where a manhole is to be located within a grade-sensitive area such as roadway pavement, sidewalks, shared-use-paths, etc., the final casting grade given on plans shall be considered approximate. Any readjustment of a manhole casting to meet field conditions shall be incidental to this item. No additional payment shall be made for casting adjustments on new manholes. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

S MANHOLE RECONSTRUCT INVERT This item is to pay for all labor, equipment, and material for

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

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

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

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

S MANHOLE WITH LINING Payment under this item is for the installation of a new 4-foot interior

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

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

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

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

This bid item shall include bypass pumping when required. Measurement shall be from contact point to contact point of old and new pipe. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid LINEAR FEET (LF).

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

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

Manhole abandonment shall not be paid under this item but shall be paid under the bid item S MANHOLE ABANDON/REMOVE.

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

Manhole removal shall not be paid under this item but shall be paid under the bid item S MANHOLE ABANDON/REMOVE.

SPECIFICATION DOCUMENTS
FOR

KY-36 Over Lick Creek
Sanitary Sewer Force Main Relocation
Carroll County, KENTUCKY

CARROLTON UTILITIES
900 Clay Street
Carrollton, Kentucky 41008
Phone: 502-732-7055

April 26th, 2024

TECHNICAL SPECIFICATIONS

DIVISION 1
GENERAL REQUIREMENTS

DIVISION 2
SITEWORK

DIVISION 3
MECHANICAL

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DIVISION 1

GENERAL REQUIREMENTS

SECTION 01010
SUMMARY OF WORK

PART 1 - GENERAL

1.01 SCOPE OF WORK COVERED BY THE CONTRACT

These specifications and accompanying drawings describe the work to be done and the materials to be furnished for the construction of the KY-36 Over Lick Creek Force Main Relocation Project. The Project generally consists of the following:

1. Furnish and install 1,495’ of 6” HDPE DR 11 with one strand of tracer wire. Includes all fittings, tracer wire, warning tape, line markers every 500’, at bends and road crossings, blocking, connections, backfill, pressure testing, and all other materials or labor required for the complete construction of the water main.
2. Furnish and install 418’ of 6” HDPE DR 11 with two strands of tracer wire for the bore crossing under Lick Creek. The new pipe must be installed at least 10’ below the creek bed. Includes all fittings, tracer wire, line markers every 500’, at bends, and creek crossings, blocking, connections, pressure testing, and all other material or labor required for the construction of the water main.
3. Furnish and Install two (2) 2” ARI force main air release valves according to the construction plans. Equivalent air release valves are to be approved by OWNER before installation. Includes valve, valve vault, and lid. Final locations are to be field approved by OWNER before installation. The valve vault height may vary, the CONTRACTOR is responsible for any increases in valve vault height greater than that shown in the plans.
4. Furnish and Install two (2) 6” force main gate valves according to the construction plans. Equivalent gate valves are to be approved by OWNER before installation. Includes valve, valve box, and lid. Final locations are to be field approved by OWNER before installation. The valve box height may vary, the CONTRACTOR is responsible for any increases in valve box height greater than that shown in the plans.
5. Cut and plug existing 6” force main to isolate and abandon old force main.
6. Reconnect the new force main to the existing force main.
7. Furnish and install sewer line markers at 500’ intervals along all new line and on one side of any public road or “blue-line” creek crossing.
8. All materials, labor and equipment to pressure test, the new force main and appurtenances.
9. Site cleanup, pavement restoration, seed, and straw disturbed areas from construction to preconstruction conditions.

1.02 RELATED REQUIREMENTS

Refer to the Agreement for an enumeration of the Contract Documents.

The CONTRACTOR is responsible for coordination with other CONTRACTORs and subCONTRACTORs, and coordination with the operation of existing facilities.

1.03 WORK SEQUENCE

This Project involves work on existing force main facilities. Work activities of the CONTRACTOR shall be properly sequenced to allow the OWNER to operate the existing facilities as required by federal and state laws. Force main operation must be maintained during the construction period. Unscheduled bypassing or shutdown of existing facilities will not be permitted.

Interruption of Existing Facilities

The CONTRACTOR shall plan, schedule and accomplish the work of this Contract to avoid any interruption of existing facilities. Should any such interruptions become necessary, the CONTRACTOR shall notify the OWNER in writing of such need as far ahead of the interruption as possible, but in no case less than three (3) weeks. The CONTRACTOR must state in his notification of the need to interrupt an existing facility at least the following information:

1. Construction sequence to minimize existing facility interruption time, and proposed time of day that work would be accomplished.
2. Expected length of time of the interruption.
3. Alternate procedures in the event the expected time is exceeded.
4. List of all equipment and materials that must be on hand to complete the work.

The ENGINEER shall review the CONTRACTOR's written notification, and the OWNER and ENGINEER shall concur that the proposed interruption is acceptable. No approval will be given to any single interruption which is expected to last longer than twelve (12) hours.

1.04 PREAPPROVED CONTRACTORS LIST

The following list of contractors have been preapproved by the OWNER to perform the work described by the contract, specifications, and construction drawings:

- Ateck – 432 West Main St. / PO Box 133 Warsaw KY, 41095
- Independent Excavating Inc. – Maysville KY
- Consolidated Construction – 1611 Fullenwider Road, Suite A, Gainesville, GA 30507
- Roe Enterprises Inc. DBA: Swartz Pipeline Contracting – PO Box 44, 87 Elk Lick Rd. Olympia KY, 40358
- C&H/M Excavating, Inc. – 3687N Co Rd. 500E, Milan IN, 47031

-END OF SECTION-

SECTION 01200
PROJECT MEETINGS

PART 1 - GENERAL

1.01 PRECONSTRUCTION CONFERENCES

Prior to commencing the work, a preconstruction conference will be held at the job site and the following personnel shall attend: Representatives of Carrollton Utilities and the Contractor's Project Manager and Job Superintendent and representatives of the KY Transportation Cabinet.

The preconstruction conference will be for the purpose of reviewing procedures to be followed concerning the orderly flow of required paperwork, coordination of the various parties involved with the project, review of shop drawing submittals, contract time, liquidated damages, payment estimates, change orders, regulatory requirements, labor requirements and other items of interest to the parties involved.

1.02 PROGRESS MEETINGS

A. A progress meeting will be held monthly to review progress of the work, discuss problems encountered or unforeseen, coordinate the work and answer any questions as they arise, and administer changes.

B. Both OWNER and CONTRACTOR shall be given advance notification, and shall have at least one representative in attendance at each meeting.

C. Minutes of each progress meeting will be kept by the ENGINEER and a typed copy shall be distributed to all parties after the progress meeting.

1.03 SCHEDULE UPDATE MEETINGS

Schedule update meetings shall be in accordance with schedule requirements in Section 01310.

-END OF SECTION-

SECTION 01300
SUBMITTALS

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

This section specifies, the general methods and requirements of submissions applicable to, the following work related submittals: (a) construction schedule, (b) schedule of submittals, (c) shop drawings, product data, and samples, (d) mock-ups, (e) construction photographs, and (f) CONTRACTOR's record drawings.

1.02 CONSTRUCTION SCHEDULE

The CONTRACTOR shall submit to the OWNER the construction schedule as specified in Section 01310. The schedule shall account for all work of the CONTRACTOR and his Sub-CONTRACTORs.

The CONTRACTOR shall update the construction schedule information monthly and submit the update information to the OWNER at the same time the pay estimate is prepared. The schedule shall contain all of the items of the periodic estimate and pay schedule.

The CONTRACTOR bears full responsibility for scheduling all phases and stages of the work including his subCONTRACTORs work to insure its successful prosecution and completion within the time specified in accordance with all provisions of the Contract Documents.

Refer to Section 01310 for additional requirements.

1.03 SHOP DRAWINGS, PRODUCT DATA, SAMPLES, O&M INSTRUCTIONS

Shop Drawings

Shop drawings include, but are not necessarily limited to, custom prepared data such as fabrication and erection/installation drawings, schedule information, setting diagrams, actual shop work manufacturing instructions, custom templates, special wiring diagrams, coordination drawings, individual system of equipment inspection and test reports including performance curves and certifications, as applicable to the work.

All details on shop drawings submitted for review shall show clearly the relation of the various parts to the main members and lines of the structure, and where correct fabrication of the work depends upon field measurements, such measurements shall be made and noted on the shop drawings before being submitted for review.

Product Data

Product data as specified in individual sections, include, but are not necessarily limited to, standard prepared data for manufactured products (sometimes referred to as catalog data), such as the manufacturer's product specification and installation instructions, availability of colors and patterns, manufacturer's printed statements of compliance's and applicability, roughing in diagrams and templates, catalog cuts, product photographs, standard wiring diagrams, printed performance curves and operational range diagrams, production or quality control inspection and test reports and certifications, mill reports, product operating and maintenance instructions and recommended spare parts listing, and printed product warranties, as applicable to the Work.

Samples

Samples specified in individual sections include, but are not necessarily limited to, physical examples of the work such as sections of manufactured or fabricated work, small cuts or containers of materials, complete units of repetitively used products, color/texture/pattern swatches and range sets, specimens for coordination of visual effect, graphic symbols, and units-of work to be used by the ENGINEER or OWNER for independent inspection and testing, as applicable to the work.

Operation and Maintenance (O&M) Instructions

O&M instructions shall conform to Section 01300 of the specifications and the particular requirements of the individual sections.

1.04 CONTRACTOR'S RESPONSIBILITY

The CONTRACTOR shall provide a submittal schedule for shop drawings as required under Paragraph 1.05, Section 01310 of the specifications.

The CONTRACTOR shall review shop drawings, product data and samples prior to submission to determine and verify the following:

1. Field measurements
2. Field construction criteria
3. Catalog numbers and similar data
4. Conformance with the Specifications

All shop drawings submitted by subCONTRACTORs for review shall be sent directly to the CONTRACTOR for preliminary checking. The CONTRACTOR shall be responsible for their submission at the proper time so as to prevent delays in delivery of materials.

The CONTRACTOR shall check all shop drawings including subCONTRACTOR's shop drawings regarding measurements, size of members, materials, and details to satisfy himself that they conform to the intent of the Drawings and Specifications. Drawings found to be inaccurate or otherwise in error shall be corrected before submission thereof.

Each shop drawing, working drawing, sample and catalog data submitted by the CONTRACTOR shall have affixed to it the following certification statement, signed by the CONTRACTOR: "Certification Statement: By this submittal, I hereby represent that I have determined and verified all field measurements, field construction criteria, materials, dimensions, catalog numbers and similar data and I have checked and coordinated each item with other applicable reviewed shop drawings and all Contract requirements."

The CONTRACTOR shall notify the OWNER in writing, at the time of submittal, of any deviations in the submittals from the requirements of the Contract Documents.

The CONTRACTOR should include the notation "Critical Path" on critical path submittals.

The review of shop drawings, samples or, catalog data by the OWNER shall not relieve the CONTRACTOR from his responsibility with regard to the fulfillment of the terms of the Contract.

No portion of the work requiring a shop drawing, working drawing, sample, or catalog data shall be started nor shall any materials be fabricated or installed prior to the review or qualified review of such item. Fabrication performed, materials purchased or on site construction accomplished which does not conform to reviewed shop drawings and data shall be at the CONTRACTOR's risk. The OWNER will not be liable for any expense or delay due to the corrections or remedies required to accomplish conformity.

Project work, materials, fabrication, and installation shall conform with reviewed shop drawings, working drawings, applicable samples, and catalog data.

1.05 SUBMISSION REQUIREMENTS

The CONTRACTOR shall make submittals promptly in accordance with the accepted shop drawing submittal schedule, and in such sequence as to cause no delay in the work or in the Work of any other CONTRACTOR.

Number of submittals required:

1. Shop Drawings: Submit seven (7) copies.
2. Product Data: Submit seven (7) copies.
3. Sample: Submit number stated in the respective specification sections.
4. O&M Instructions: Submit seven (7) copies in accordance with Section 01300 of the Specifications.

Submittals shall contain:

1. The date of submission and the dates of any previous submissions.
2. The Project title, contract number, and submittal number.
3. CONTRACTOR identification.

4. The names of:
    a) CONTRACTOR
    b) Supplier
    c) Manufacturer
5. Identification of the product, with the specification section number.
6. Field dimensions, clearly identified as such.
7. Relation to adjacent or critical features of the work or materials.
8. Applicable standards, such as ASTM or Federal Specification numbers.
9. Identification of deviations from contract documents.
10. Identification of revisions on resubmittals.
11. An 8 in. x 3 in. blank space for CONTRACTOR's and OWNER's stamps.
12. Critical path notation as required.

1.06 RESUBMISSION REQUIREMENTS

The CONTRACTOR shall make any corrections or changes in the submittals required by the OWNER and resubmit until accepted, in accordance with the following:

Shop drawings and product data: Revise initial drawings or data, and resubmit as specified for the initial submittal. Indicate any changes which have been made other than those requested by the OWNER.

Samples: Submit new samples as required for initial submittal.

The CONTRACTOR shall bear the cost for all review and processing after the second resubmittal.

1.07 DISTRIBUTION

The CONTRACTOR shall distribute reproductions of reviewed shop drawings and copies of reviewed product data and samples, where required, to the job site file and elsewhere/as directed by the OWNER. Number of copies shall be as directed by the ENGINEER but shall not exceed seven (7).

1.08 MOCK-UPS

Mock-up units as specified in individual sections include but are not necessarily limited to complete units of the standard of acceptance for that type of work to be used on the project. They shall be removed by CONTRACTOR at the completion of the Work or when directed.

1.09 CONSTRUCTION PHOTOGRAPHS

A. The Contractor shall provide three (3) acceptable exposures per 100 feet of force main and at least one exposure at existing structures where the proposed waterline will connect. Two sets of prints shall be provided - one set taken prior to construction start and one set taken during construction as pipe is being laid (prior to backfilling).

B. Each set of prints shall consist of numbered 3 ½" x 5" color prints with negatives. These shall be placed in 3-ring plastic album covers and inserted in a 3-ring binder and shall be delivered to the Engineer at the earliest possible date. The index shall include: corresponding picture number, contract number, street address where appropriate, name, record drawing number, Contractor name, location by station, what the photograph depicts, and date.

1.10 GENERAL PROCEDURES FOR SUBMITTALS

Coordination of Submittal Times: The CONTRACTOR shall prepare and transmit each submittal sufficiently in advance of performing the related Work or other applicable activities, or within the time specified in the individual Work section of the Specifications, so that the installation will not be delayed by processing times including disapproval and resubmittal (if required), coordination with other submittals, testing, purchasing, fabrication, delivery and similar sequenced activities. No extension of time will be authorized because of the CONTRACTOR's failure to transmit submittals sufficiently in advance of the Work.

1.11 SCHEDULE OF VALUES AND PAYMENTS

A. Within ten (10) days after award of the Contract, the CONTRACTOR shall submit to the OWNER in triplicate, a breakdown of the lump sum items, including a schedule of values and an estimated schedule of payments. This breakdown shall be subject to approval by the OWNER, and when so approved shall become the basis for determining progress payments and for negotiation of change orders, if required.

B. The schedule of values submitted by the CONTRACTOR to the OWNER for approval must include a cost for providing approved O&M manuals for all equipment. The cost finally used in the schedule of values will be established by mutual agreement between the OWNER and the CONTRACTOR on a per item basis. Regardless of the cost in the schedule of values for O&M manuals, payments in excess of 75% of the equipment cost will not be made until receipt of approved O&M Manuals.

1.12 CONTRACTOR'S RECORD DRAWINGS

A. The format of these drawings shall be similar to the Contract Drawings.

B. Within 60 days after the Notice to Proceed is issued, the CONTRACTOR shall submit to the OWNER a written description of his procedure and format for record drawings. The CONTRACTOR and OWNER shall meet to assure mutual acceptance of the procedure.

C. The CONTRACTOR shall keep his record drawings up to date at the job site, and shall make them available for review by the OWNER or his representatives when requested.

D. The CONTRACTOR shall submit two (2) sets of his construction record drawings to the OWNER upon completion of the work, and prior to final payment.

-END OF SECTION-

SECTION 01310
CONSTRUCTION SCHEDULE

PART 1 - GENERAL

1.01 PROGRESS MEETINGS

For the progress meetings to be held every two weeks, (or monthly if agreed to by all parties) the CONTRACTOR shall submit a three (3) week look-ahead schedule showing all activities in progress, uncompleted or scheduled to be worked during the three weeks. The three weeks included the current week plus the next two. The three week schedule shall list all activities from the approved schedule which are scheduled for work during the period, which are currently as planned to be worked even if out of sequence and work which is unfinished but scheduled to be finished. The schedule shall also show the planned resources and any deviations from that plan. Supervisors and general labor not assigned to specific activities may be shown as an "additional labor" line so that the total resources equals the manpower on site.

1.02 SHOP DRAWING SUBMITTAL SCHEDULE

In addition to the Construction scheduling requirements, the CONTRACTOR will be required to submit a complete and detailed listing of anticipated shop drawing submittals during the course of the Contract. The CONTRACTOR will coordinate his submittals with those of his subCONTRACTORs and Suppliers and will identify each submittal by Contract drawing number and specification number. The anticipated submission date for each submittal must be indicated along with the date on which its return is anticipated. For planning purposes, the OWNER will usually return shop drawings thirty (30) days after receipt. However, longer durations for review will not be considered a basis for a claim unless the project critical path is delayed thereby. Durations shown for review shall be shown to share available float for that path. Submissions, the review of which is on the critical path, shall be clearly marked in red with the words "Critical Path" by the CONTRACTOR at the time of submission.

The Submittal Schedule must be submitted within twenty (20) working days of the Notice to Proceed and will be the subject of a meeting with the OWNER (if needed). At that meeting, the Submittal Schedule will be reviewed for comprehensiveness and feasibility. The OWNER will adjust the projected return dates based on the need for more or less time for each submittal's review. The Submittal Schedule will then be accepted or revised as required and the CONTRACTOR will incorporate the dates and review durations into his Schedule.

-END OF SECTION-

DIVISION 2
SITEWORK

SECTION 02170
EROSION AND SEDIMENT CONTROL

PART 1 - GENERAL

1.01 WORK INCLUDED

A. Temporary erosion controls include, but are not limited to grassing, mulching, seeding, watering, and reseeding on all disturbed surfaces including waste area surfaces and stockpile and borrow area surfaces; scheduling work to minimize erosion and providing interceptor ditches at those locations which will ensure that erosion during construction will be either eliminated or maintained within acceptable limits.

B. Temporary sediment controls include, but are not limited to silt fences, staked straw bale diversions and appurtenances at the foot of sloped surfaces which will ensure that sedimentation pollution will be either eliminated or maintained within acceptable limits.

C. CONTRACTOR is responsible for providing and maintaining effective temporary erosion and sediment control measures during construction or until final controls become effective.

D. Any erosion and sediment controls shown on the Drawings and specified herein are intended to provide a guide to the contractor in achieving the required environmental protection. However, should additional controls be directed by the OWNER, the CONTRACTOR shall furnish, install and maintain additional mulching and straw-bale diversions to control erosion and sedimentation to the satisfaction of and at no additional cost to the OWNER.

1.02 RELATED WORK

A. Section 02936 - SEEDING

B. Section 02610 - UNDERGROUND PIPING

PART 2 - PRODUCTS

A. Mulch and fertilizer are specified in Sections 02936.

B. Erosion control blanket shall be AMXCO Hi-Velocity type Curlex Blanket as manufactured by American Excelsior Company, Arlington, TX 76011, or equal.

C. Silt fence fabric shall be Mirafi 100X as manufactured by Celanese Corporation, New York, NY 10036, or equal.

PART 3- EXECUTION

3.01 GENERAL

A. Erosion control practices shall be adequate to prevent erosion of disturbed and/or regraded areas.

B. Earthwork procedures shall be as specified in Section 02160 (N.I.C.)

C. Silt fences shall be located and staked as shown on the Drawings and/or as designated by the OWNER all in accordance with the approved Erosion Control Plan.

3.02 TEMPORARY SEEDING

A. As required by KYTC Specifications.

3.03 MAINTENANCE OF CONTROLS AND PERFORMANCE

A. Erosion and sedimentation controls shall be inspected weekly and after significant rain storms. Replace silt fencing which is damaged, filter stone which is dislodged, erosion control blanket which is damaged, and make other necessary repairs.

B. Should any of the temporary erosion and sediment control measures employed by the CONTRACTOR fail to produce results consistent with normal and acceptable standards of the industry, the CONTRACTOR shall immediately take whatever steps are necessary to correct the deficiency at his own expense.

C. Remove all temporary erosion and sediment controls as final landscaping and grading is performed.

-END OF SECTION -

SECTION 02610
UNDERGROUND PIPING

PART 1 - GENERAL

1.01 WORK INCLUDED

A. Furnishing pipe, fittings, valves and appurtenances for sanitary force main flow.

B. Furnishing miscellaneous appurtenances.

C. Installation.

D. Testing.

1.02 GENERAL REQUIREMENTS

A. All products included in this Section shall conform to the requirements of the standard specifications referenced herein.

B. Pipe size shall be as shown on the Drawings.

C. All pipe shall be restrained push-on joint or mechanical PVC with retainer glands, or fused HDPE, unless noted otherwise on the Drawings.

D. The underground piping shall be installed as shown on the Drawings.

1.03 RELATED SECTIONS

The specification sections listed below are an integral part of this specification and the CONTRACTOR shall be responsible for coordinating and providing these sections to other subCONTRACTORs.

A. Section 15120 - LARGE VALVES AND APPURTENANCES

1.04 SUBMITTALS

A. Shop Drawings - for piping, fittings and other appurtenances shall be prepared and submitted in accordance with The General Conditions. Shop drawings shall show complete piping layout, including materials, sizes, classes, locations, necessary dimensions, supports, etc. No fabrication or installation shall begin until shop drawings are approved by the ENGINEER.

PART 2 - PRODUCTS

2.01 PIPE AND FITTINGS

A. Ductile Iron Pipe and Fittings - All yard piping whether it is gravity or forced shall be ductile iron unless otherwise specified. Ductile iron pipe shall meet the requirements of ANSI/AWWA C151/A21.51, Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-Lined Molds for Water or Other Liquids. Unless otherwise noted on the Plans or in the Contract Documents, the thickness class shall be determined based on a working pressure of 150 psi, in accordance with ANSI/AWWA C150/A21.50, Thickness Design for Ductile Iron Pipe. The minimum class thickness shall be 50 unless a higher class is required by ANSI/AWWA C150/A21.50.

All fittings shall be Ductile Iron unless otherwise noted on the Drawings. Ductile Iron Fittings shall meet the requirements of ANSI/AWWA C110/A21.10, Ductile Iron and Gray Iron Fittings, 3-Inch through 48-Inch for Water and Other Liquids or ANSI/AWWA C153/A21.53, Ductile Iron and Gray Iron Compact Fittings 3-inch through 12-inch, for water and other liquids. Unless shown otherwise on the Plans or the Contract Documents, Class 250 fittings shall be used.

All pipe and fittings shall be cement-lined in accordance with ANSI/AWWA C104/A21.4, Cement-Mortar Lining for Ductile Iron and Gray Iron Pipe and Fittings. Ductile Iron Pipe and Fittings shall be coated on the outside with an Asphaltic Coating as specified in AWWA C151/A21.51 and AWWA C110/A21.10.

Joints shall be push-on rubber gasket types which meet the requirements of ANSIA/AWWA C111/A21.11, Rubber Gasket Joints for Ductile Iron and Gray Iron Pressure Pipe and Fittings. All Ductile Iron Fitting Joints shall be the Mechanical Joint type conforming to ANSI/AWWA CIII/A21.11 and shall include Restraint Glands as manufactured by Mealug, Star Pipe Products, Ford, Romac or equal..

All Ductile Iron Pipe and Fittings shall be encased in 8 millimeter polyethylene in accordance with ANSI/AWWA C105/A21.5, Polyethylene Encasement for Ductile Iron Piping for Water and Other Liquids.

All Ductile Iron Pipe and Fittings used for air or blower piping shall not be bituminous coated on the inside and shall not be cement lined. All coatings, baskets, hardware, etc., used on air or blower piping shall be rated for continuous operation at 250^0F (min). All gasket material shall be Viton/FKM type.

If the pipe is to be used in a sanitary sewer application and a lining is specified, the following specifications shall apply:

1. All ductile iron and/or steel pipe and fittings shall be free from any contamination or previous linings including asphalt or cement lining. All surfaces shall be prepared by blasting to a near white surface condition.

2. Lining Material: The lining material shall be a true amine cured hybrid novolac epoxy material containing a minimum of 20% by volume ceramic filler. The lining material must meet or exceed all of the following:

    a. Abrasion Resistance - Per ASTM D4060-90 test method: Using CS-17 wheels with a 1,000 gram load for 1,000 cycles. Weight loss yields less than *.33* grams.
    b. Adhesion - ASTM D4541: Adhesion shall be greater than 2,000 psi
    c. Cathodic Disbondment - ASTM G95-87 (1.5 volts @ 77 degrees F.): Results will yield no more than 0.5mm disbondment after 30 a day test.
    d. Dielectric Strength - Per ASTM D149-91 shall be higher than 600 volts per mil.
    e. Immersion Resistance/ Testing
        i. 50% sulfuric acid, no effect after 2 years
        ii. 25% sodium hydroxide, 140 degrees F., no effect after 2 years

iii. Distilled water, 160 degrees F., no effect after 2 years
iv. Tap water, 120 degrees F., no undercutting after 2 years

f. Impact Resistance - ASTM D2794-92 shall be 120 in. lbs. or greater
g. Permeability - A permeability rating of 0.00 when tested according to the procedure described in method "A" of ASTM E96-93, Procedure A, with a test duration of 30 days.
h. Salt Spray - ASTM B117-85, results of 0.00 undercutting after 2 years.
i. Shore D Hardness - ASTM D2240, shall be greater than 75

3. Inspection:

a. The lining and/ or coating thickness shall be checked using a magnetic thickness gauge. The thickness testing shall be done using the method outlined in SSPC PA-2 "Film Thickness Rating". Finished dry film thickness shall be 40 mils nominal, 35 mils minimum in the barrel of the pipe, and 6 mils minimum, 10 mils maximum in the bell and 6" of the spigot end. To maintain proper system integrity, the lining material used in the bell and on the spigot ends shall be the same material as applied to the pipe barrel. A standard prime paint or bituminous paint applied to the bell and spigot ends is NOT acceptable.

b. The lining shall be tested for pinholes and other discontinuities according to the requirements of accepted industry standards, including:

ASTM D5162-01
NACE RP0188-99
SSPC Vol. 1, Paragraph XIV

According to these listed standards, "linings applied at a thickness greater than 20 mils (.020") should be tested for discontinuities or holidays using a high voltage test unit. Voltage setting should be 100 times the lining thickness, or 100-125 volts per mil of thickness". Therefore, the recommended test voltage shall be a minimum of 4,000 volts for the pipe barrel. The bell and spigot areas shall be tested using a low voltage, non-destructive wet sponge holiday detection device. Any defects shall be repaired and re-tested prior to shipment. When documentation of testing is required, it must be stated in the specifications or on the customer's purchase order at the time the order is placed. When testing is not required either by the project specifications, or by the customer's purchase order, standard in-house quality control procedures will be applicable.

c. When required by either the specifications or the customer's purchase order, each pipe joint and or fitting shall be marked with the date of application of the lining and/or coating system along with its numeric sequence of application on that date and records will be maintained by the applicator of work performed.

4. Certification: The applicator must supply a letter of certification attesting to the fact that the surface preparation, application of the lining material, and testing of the lining is in strict accordance with the specification and that the lining material meets all performance requirements. Applicator must also certify that they have a minimum 5 years experience in the application of high performance coatings and linings.

   The standard of quality is SP-2000 Ceramic Epoxy, a true amine cured hybrid novolac epoxy lining material or approved equal.

5. Handling: Pipe and fittings must be handled only from the outside. No forks, chains, straps, hooks, etc. shall come in contact with the inside of the pipe and/or fittings. Pipe and/or fittings that have been coated on the outside with the Ceramic Epoxy material shall not be handled with any metallic lifting devices such as forks, chains, cables, etc. Only nylon straps or similar lifting devices are to be used.

   Welding of lined pipe and fittings is not recommended. The pipe shall be as manufactured by Fast Fabricators or equal.

B. Polyvinyl Chloride (PVC) Pipe and Fittings - Unless shown otherwise on the Plans, in the Contract Documents, or stipulated by the OWNER, the CONTRACTOR shall use PVC pipe meeting the requirements of ASTM D 3034, Standard Specification for Type PSM Poly Vinyl Chloride (PVC) Sewer Pipe and Fittings or ASTM F 679 Standard Specification for Poly Vinyl Chloride (PVC) Large Diameter Plastic Gravity Sewer Pipe and Fittings. Unless shown otherwise on the Plans or in the Contract Documents, SDR 35 pipe shall be required.

   Polyvinyl Chloride Pipe shall be installed in accordance with these Specifications and ASTM Standards for “Underground Installation of Flexible Thermoplastic Sewer Pipe”, D 2321.

   Joints for PVC pipe shall be gasketed, bell and spigot, push-on type that meet the requirements of ASTM D 3212, Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals. Gaskets shall meet the requirements of ASTM F 477, Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.

   If profile wall PVC gravity sewer pipe is called for, the following specifications shall apply:

   1. All corrugated pipe shall be seamless profile wall and meet the requirements of ASTM F949 and ASTM F794. Pipe shall have a smooth interior with a corrugated cross-sectional rib exterior. Exterior corrugations shall be perpendicular to the axis of the pipe to allow placement of the sealing gasket without additional cutting or machining. The pipe stiffness shall be a minimum of 50 psi when tested at 5% deflection in

accordance with ASTM D2413. Pipe shall have a cell classification of 12454B or 12454C as defined in ASTM D1784.

2. The profile wall pipe shall consist of an outer corrugated wall fused to a smooth interior wall for maximum strength and flow efficiency.

3. The pipe shall have a bell and spigot joint. The rubber gasket shall be pre-tensioned around the spigot of the pipe and inserted into a smooth bell, providing a tight joint in compliance with ASTM D3212.

   This assures the user that a maximum infiltration rate of 50 U.S. gal/inch dia./mile/day or less can easily be achieved.

4. All fittings furnished with the pipe shall have the sealing dimensions listed in ASTM F949. Fittings shall be fabricated from the pipe meeting the requirements of ASTM F949 or from SDR 35 pipe meeting the requirements of ASTM F679.

   A minimum pipe stiffness ($F/\triangle y$) of 50 psi shall be achieved when tested in accordance with ASTM D2412. The pipe shall offer excellent resistance to abrasion, gouging and scarring.

5. Any necessary pipe cuts shall be made between corrugations, in the valley. Rubber gaskets shall be capable of being moved and repositioned easily without any special preparation. Gasket material shall meet the requirements of ASTM F477.

6. When installing the pipe, the trench should be excavated with bell holes to give uniform bearing along the full length of each pipe section.

   The trench should be wide enough to allow for proper placement and compaction of haunching material. Pipe installation shall adhere to Uni-Bell publication UNI-PUB-6, “Installation Guide of PVC Sewer Pipe” and all manufacturer’s recommendations.

C. Polyvinyl Chloride (PVC) Pressure Pipe

1. Pipes: PVC pressure pipe shall confirm to ASTM Specification D-2241, Standard Specification for Polyvinyl Chloride (PVC) Plastic Pipe (SDR PR) or AWWA C-900 standard specification for PVC pressure pipe 4” to 12” (over 12” pipe shall conform to AWWA C-905). The material used shall conform to ASTM Specification D-1784, Standard Specification of Rigid Polyvinyl Chloride and Chlorinated Polyvinyl Chloride compounds, Class 12454-B (PVC 1120). The minimum pressure class/SDR rating acceptable shall be Class 200/SDR 21.

   All pipe fittings for pressure pipe shall be ductile iron as specified in Paragraph 2.01 A. of this Section of the Specifications and in accordance with recommendations of the Plastic Pipe Institute. Pressure class and standard dimension ratios (SDR) shall be as follows: Class 160, SDR 26; Class 200, SDR 21; Class 250, SDR 17; and Class 315, SDR 13.5. SDR 21 (minimum) shall be used on this project.

   All plastic pipe and couplings shall bear identification markings in accordance with Sections 2.5.2 and 2.5.3 of AWWA C-900-75, which shall include the National Sanitation Foundation (NSF) seal of approval. In addition, the plain end of each pipe length shall have two (2) rings, one (1) inch apart, painted around the pipe at the

proper location to allow field checking of the correct setting depth of the pipe in the bell or coupling.

2. Joints: Joints shall be bell end or coupling push-on type. The push-on joint and joint components shall meet the requirements for ASTM Specification D-3139, Joint for the Plastic Pressure Pipe, using Flexible Elastomeric Seals. The joint shall be designed so as to provide for the thermal expansion and contraction experienced with a total temperature change of seventy-five (75) degrees F in each joint of pipe. Details of the joint design and assembly shall be in accordance with joint manufacturer's standard practice. The lubricant shall have no deteriorating effects on the gasket or the pipe. The lubricant containers shall be labeled with manufacturer's name. Gaskets shall meet all applicable requirements of ANSI Standard A-21.11.
3. Fittings: Fittings shall be of the same material and class as the pipe with joints and gaskets to properly fit the PVC pipe.
4. Installation: The installation shall conform to the requirements of the manufacturer, the AWWA Standard and as indicated on the plans and specified herein.
5. Tracer Wire: All PVC Pipe, Fittings, Valves and apprutances shall be installed with a 10 gauge, coated copper tracer wire. The Tracer wire will be installed just above the pipe and brought to the surface every 400 feet and terminated in a cast iron valve box.

D. Polyethylene Pipe and Fittings

1. Polyethylene pipe shall meet the requirements of ASTM F 714, Standard Specification for Polyethylene (PE) Plastic Pipe (SDR-PR) Based on Outside Diameter. Materials shall meet the requirements of ASTM D 3350, Standard Specification for Polyethylene Plastic Pipe and Fittings Materials, for Polyethylene Cell Classification PE 345434C. Unless shown otherwise on the Plans or in the Contract Documents, the pressure rating to be used shall be 160 psi (SDR 11)
2. Joints shall be butt fused joints which meet the requirements of ASTM D 3261, Standard Specification for Butt Joint Heat Fusion Polyethylene (PE) Plastic Fittings for Polyethylene (PE) Plastic Pipe and Tubing. All HDPE pipe connected by butt fusion method shall have interior fusion welds reamed/removed such that interior of pipe remains smooth throughout its length. Fusion welds shall be made at no more than 20' increments unless the contractor can satisfy the engineer that welds can be reamed and made smooth at greater lengths.

PART 3 - EXECUTION

3.01 GENERAL

A. Pipe and accessories shall be handled in such a manner as to insure that pipe is installed in sound, undamaged condition. Particular care shall be taken not to injure the pipe coating or lining (if any).

B. Any pipe showing a distinct crack with no evidence of incipient fracture beyond the limits of the visible crack, if approved, may have the cracked portion cut off by, and at the expense of, the CONTRACTOR before the pipe is laid so that the pipe used is perfectly

sound. The cut shall be made in the sound barrel at a point at least 12 inches from the visible limits of the crack.

C. Cutting of the pipe shall be done in a neat and workmanlike manner without damage to the pipe lining. Unless otherwise authorized by the OWNER, all pipe cutting shall be done by means of an approved type of power cutter. The use of hammer and chisel, or any other method which results in rough edges, chipped or damaged pipe, is prohibited.

D. Each pipe section shall be placed into position in the trench in such manner and by such means required to cause no injury to the pipe, persons, or to any property.

E. The CONTRACTOR shall furnish slings, straps, and/or approved devices to provide satisfactory support of the pipe when it is lifted. Transportation from storage areas to the trench shall be restricted to operations which can cause no damage to the pipe or lining.

F. The pipe shall not be dropped from trucks onto the ground or into the trench.

G. The CONTRACTOR shall have on the job site with each pipe laying crew, all the proper tools to handle and cut the pipe.

H. Damaged pipe coating and/or lining shall be restored before installation as approved by the OWNER.

3.02 CONTROL OF ALIGNMENT AND GRADE

A. Easement and property and other control lines necessary for locating the work as well as elevations used in the design of the work are shown on the Drawings. The CONTRACTOR shall use this information to set line and use a level or transit to set grade.

B. The CONTRACTOR may use laser equipment to assist in setting the pipe provided he can demonstrate satisfactory skill in its use.

C. The use of string levels, hand levels, carpenter’s levels or other relatively crude devices for transferring grade or setting pipe are not permitted.

D. The CONTRACTOR shall carefully preserve benchmarks, reference points and stakes, and in case of willful or careless destruction by his own men, he will be charged with the resulting expense to re-establish such destroyed control data and shall be responsible for any mistakes or delay that may be caused by the unnecessary loss or disturbance of such control data.

3.03 PREPARATION OF BED

A. As soon as excavation has been completed to required depth, place and compact bedding materials as shown on the Contract Drawings and specified in Section 02160, Earthwork, to the elevation necessary to bring the pipe to grade.

B. The compacted bedding material shall be rounded so that at least the bottom quadrant of the pipe shall rest firmly on the bedding for the full length of the barrel. Suitable holes for bells or couplings shall be dug around the pipe joints to provide ample space for making tight joints.

3.04 LAYING PIPE

A. Each pipe length shall be inspected for cracks, defects in coating or lining, and any other evidences of unsuitability.

B. Pipe shall be laid in the dry and at no time shall water in the trench be permitted to flow into the pipe.

C. The pipe shall then be laid on the trench bedding, and the pipe pushed home. Jointing shall be in accordance with the manufacturer's instructions and appropriate ASTM Standards, and the CONTRACTOR shall have on hand for each pipe laying crew, the necessary tools, gauges, pipe cutters, etc., necessary to install the pipe in a workmanlike manner. Pipe laying shall proceed upgrade with spigot ends pointing in the direction of the flow.

D. Blocking under the pipe will not be permitted except where a concrete cradle is proposed, in which case precast concrete blocks shall be used.

E. After placement on the bedding material, the pipe shall be checked for line and grade and any debris, tools, etc., shall be removed.

F. If inspection of the pipe indicates that the pipe has been properly installed as determined by the OWNER, the CONTRACTOR may then refill or backfill the remainder of the trench in accordance with Section 02160, Backfill and Compaction, and the typical trench detail shown on the Drawings.

G. At any time that work is not in progress, the end of the pipe shall be suitably closed to prevent the entry of animals, earth, water, etc.

H. At the end of each day's work or at intervals of length at the option of the OWNER, the OWNER and the CONTRACTOR will inspect the pipe for alignment with lamps or mirrors. Unsatisfactory work shall be dug up and reinstalled to the satisfaction of the OWNER.

3.05 VALVE INSTALLATION

A. Install valves of the sizes shown on the Drawings. Valves shall have mechanical joint ends, and shall include all joint accessories and retainer glands. Valves shall be installed plumb and true to line and grade.

B. Valve boxes shall be installed on all buried valves.

3.06 ENCASEMENT

A. In the event an underground pipe 10 inches or smaller is shown under a base slab and there is less than 30 inches separation between the top of the pipe and the bottom of the slab, then the pipe shall be encased in concrete for its entire length under the slab in accordance with details shown on the Drawings. Where no detail is shown, encasement shall be formed to provide a minimum of 8 inches of concrete over reinforced with #5 reinforcing bars spaced 12 inches each way. When the top of the pipe is within 12 inches of the bottom of the slab, the encasement shall be tied to the base slab with reinforcing.

3.07 TESTING - NON-PE

A. General

1. Leakage tests under the direction of the OWNER shall be conducted on all pipes installed under this Section. The OWNER shall witness all tests. The CONTRACTOR shall supply all plugs, pumps, weirs, gauges, water trucks, etc., necessary to conduct the tests. Should the work fail the leakage tests, corrective action shall be taken by the

CONTRACTOR in a manner approved by the OWNER and, if directed by the OWNER, the CONTRACTOR shall dig up and relay the failed section.

2. The use of sealants, applied from the inside of the pipe, is not acceptable.
3. Flush all piping systems with water prior to testing.
4. Test all pipe prior to backfilling.

B. Gravity Pipe testing

1. Air Test - Leakage testing by means of low pressure air shall be permitted in accordance with the procedures described in UNI-B-6. The air leak rate shall not exceed 0.0015 cfm/square foot at 4 psig.
2. An in-place deflection test will be performed on all PVC sewer pipe. An allowable deflection of 5% internal pipe diameter will be acceptable after all backfilling has been completed. A nine-point “go, No Go” mandrel shall be used for the deflection test and a proving ring shall be provided for each size mandrel. All pipe exceeding the allowable deflection shall be replaced or re-rounded. The CONTRACTOR will bear all costs for testing and testing equipment.

C. Pressure Pipe Testing - All pressure pipe shall be tested as follows:

1. After the pipe has been laid, all newly laid pipe or any valved section thereof shall be subjected to a hydrostatic pressure of at least 1.5 x the highest working pressure in the section.

D. Test Pressure Restrictions - Test pressure shall:

1. Not be less than 50 psi at the highest point along the test section.
2. Not exceed pipe or thrust restraint design pressures.
3. Be of at least 2-hour duration.
4. Not vary by more than ± 5 psi.
5. Not exceed twice the rated pressure of the valves when the pressure boundary of the test section includes closed gate valves.

E. Pressurization - Each valved section of pipe shall be filled with water slowly and the specified test pressure, based on the elevation of the lowest point of the line or section under test and corrected to the elevation of the test gauge, shall be applied by means of a pump connected to the pipe.

F. Air Removal - Before applying the specified test pressure, air shall be expelled completely from the pipe and valves.

G. Examination - All exposed pipe, fittings, valves, and joints shall be examined carefully during the test. Any damaged or defective pipe, fittings, or valves that are discovered following the pressure test shall be repaired or replaced with sound material and the test shall be repeated.

H. Leakage Test

1. Leakage test shall be conducted concurrently with the pressure test.
2. Leakage defined: Leakage shall be defined as the quantity of water that must be supplied into the newly laid pipe, or any valved section thereof, to maintain pressure within 5 psi of the specified test pressure after the water in the pipeline has been expelled and the pipe has been filled with water.
3. Allowable leakage: No pipe installation will be accepted if the leakage is greater than that determined by the following formula:

$$L = \frac{ND\sqrt{P}}{7400}$$

4. L is the allowable leakage, in gallons per hour; N is the number of joints in the length of pipeline tested; D is the nominal diameter of the pipe, in inches; and P is the average test pressure during the leakage test, in pounds per square with gauge.

3.08 TESTING – PE, HDPE, PEX

A. General

1. Leakage tests under the direction of the OWNER shall be conducted on all pipes installed under this Section. The OWNER shall witness all tests. The CONTRACTOR shall supply all plugs, pumps, weirs, gauges, water trucks, etc., necessary to conduct the tests. Should the work fail the leakage tests, corrective action shall be taken by the CONTRACTOR in a manner approved by the OWNER and, if directed by the OWNER, the CONTRACTOR shall dig up and relay the failed section.
2. The use of sealants, applied from the inside of the pipe, is not acceptable.
3. Flush all piping systems with water prior to testing.
4. Test all pipe prior to backfilling.

B. Pressure Pipe Testing - All PE, HDPE, and PEX pressure pipe shall be tested as follows:

1. After the pipe has been laid, all newly laid pipe or any valved section thereof shall be subjected to a hydrostatic pressure of at least 1.5 x the highest working pressure in the section.

C. Test Pressure Restrictions - Test pressure shall:

1. Consist of two phases: the pipe expansion phase and the pressure test phase:

   a. During the pipe expansion phase, slowly fill the pipe to remove air. Maintain test pressure for 4 hours; adding makeup water as needed to keep the pressure constant. Water amount is not monitored.

   b. During the pressure test phase, reduce the pressure by 10 psi and monitor the pressure for 1 hour. The test will pass if pressure stays within 5% of the reduced pressure.

2. Not be less than 50 psi at the highest point along the test section.

3. Not exceed pipe or thrust restraint design pressures.

4. Not exceed twice the rated pressure of the valves when the pressure boundary of the test section includes closed gate valves.

D. Pressurization - Each valved section of pipe shall be filled with water slowly and the specified test pressure, based on the elevation of the lowest point of the line or section under test and corrected to the elevation of the test gauge, shall be applied by means of a pump connected to the pipe.

E. Air Removal - Before applying the specified test pressure, air shall be expelled completely from the pipe and valves.

F. Examination - All exposed pipe, fittings, valves, and joints shall be examined carefully during the test. Any damaged or defective pipe, fittings, or valves that are discovered following the pressure test shall be repaired or replaced with sound material and the test shall be repeated.

G. Leakage Test

1. Leakage test shall be conducted concurrently with the pressure test.

2. Leakage defined: Leakage shall be defined as the quantity of water that must be supplied into the newly laid pipe, or any valved section thereof, to maintain pressure within 5 psi of the specified test pressure after the water in the pipeline has been expelled and the pipe has been filled with water.

3. Allowable leakage: No pipe installation will be accepted if the leakage is greater than that determined by the following formula:

$$L = \frac{ND\sqrt{P}}{7400}$$

4. L is the allowable leakage, in gallons per hour; N is the number of joints in the length of pipeline tested; D is the nominal diameter of the pipe, in inches; and P is the average test pressure during the leakage test, in pounds per square with gauge.

3.09 PROXIMITY TO WATER MAINS

A. Whenever possible, sewers shall be laid with a minimum of 10 feet horizontal separation between the sewer and potable water lines. Should a lateral separation of 10 feet not be possible, the following methods of protection must be employed:

1. Lay sewer and water main in separate trench.

2. Lay the sewer and water main in same trench with the water main at one side on a bench of undisturbed earth.

3. In both above cases, the water main invert shall be 18 inches above the sewer crown and there shall be a minimum of 3 + feet of horizontal separation between the pipe outside diameter.

B. Whenever sewers must cross under water mains, the sewer shall be laid at such an elevation that the top of the sewer is at least 18 inches below the bottom of the water main. When the elevation of the sewer cannot be varied to meet the above requirements, the water main shall be relocated to provide this separation or reconstruct the sewer line (per water line standards) with mechanical-joint, cement lined ductile iron pipe for a distance of 20 feet on each side of the sewer. One full length of water main should be centered over the sewer so that both joints will be as far from the sewer as possible. The sewer shall not be located above the water main.

C. When it is impossible to obtain horizontal and/or vertical separation as stipulated above, both the water main and sewer shall be constructed of mechanical-joint cement lined ductile iron pipe or other material based on equivalent water tightness and structural soundness. Both pipes shall be pressure tested at 50 psi for a minimum of 15 minutes with no leakage to assure water tightness.

-END OF SECTION-

SECTION 02936
SEEDING

PART 1 - GENERAL

1.01 SEEDING AND RESTORATION

A. Seeding and Restoration shall be in accordance with KYTC Specifications.

-END OF SECTION-

DIVISION 03
MECHANICAL

SECTION 03120
VALVES AND APPURTENANCES

PART 1 – GENERAL

1.01 WORK INCLUDED

A. The Contractor shall furnish and install valves and miscellaneous piping appurtenances, as indicated on the plans, specified herein, or required to complete the work.

1.02 RELATED WORK

A. Section 02610 - UNDERGROUND PIPING

1.03 GENERAL REQUIREMENT

A. All flanged valves shall be drilled and faced to the Class 125 standard template in accordance with ANSI B16.l. An extension stem shall be furnished and installed on all buried valves whose operating nuts are greater than four (4) feet below the ground surface. The extension stem shall terminate one (1) foot below the ground surface. Hex head bolts shall be used on all wafer type valve connections. Studs will not be permitted.

1.04 SUBMITTALS

A. Shop drawings for piping, valves and appurtenances shall show complete piping layout for each area affected. The drawings shall include materials, sizes, classes, locations, necessary dimensions, supports, etc. No fabrication or installation shall begin until shop drawings are approved by the Engineer.

1.05 SPARE PARTS

A. Repair or service parts for one of each type of valve installed under this contract shall be furnished and stored as directed by the Engineer. The items shall include, but not be limited to, special tools required for maintaining or operating the valves; gaskets; rings; seals; lubricants; bolts; nuts; and washers. In addition, all manuals and drawings required to maintain the valves in proper operating condition shall be supplied.

PART 2 – PRODUCTS

2.01 GATE VALVES

A. Gate valves greater than 2" shall be manufactured in accordance with AWWA Specification C500. Valves 12-inches and less shall be Class 200, and valves greater than 12-inches shall be Class 150. The gate valves shall be resilient seat, double disc, non-rising stems with iron bodies full bronze mounted.

B. Exposed gate valves shall be flanged and supplied with handwheel operators unless otherwise shown. Any valve installed in an overhead pipeline where

the centerline of the pipe is eight (8) feet or more above the floor, shall be provided with a complete geared chainwheel operator, including chain guides. The chain shall reach to with four (4) feet of the floor.

C. All buried gate valves shall be mechanical joint and supplied with 2-inch square operating nuts and valve boxes, lids, and bonnets.

2.02 PLUG VALVES

A. Plug valves shall be non-lubricated, eccentric type as manufactured by Val-matic, Clow, Homestead, or equal. Valves 12-inches and less shall be Class 175, and valves greater than 12-inches shall be Class 150. Port areas shall be at least 80% of the full pipe area. Plug valves shall have semi-steel bodies, upper and lower corrosion resistant stem bushings, and metal corrosion resistant seats with resilient faced plugs.

B. All exposed plug valves shall be flanged. Valves less than 4-inches shall be supplied with lever operators, while valves 4-inches and larger shall be supplied with worm gear operators and handwheel. All gearing shall be provided in enclosed gear cases, designed for submergence when applicable.: Any valve installed in an overhead pipeline where the centerline of the pipe is eight (8) feet or more above the floor shall be provided with a complete geared chainwheel operator, including chain guides. The chain shall reach to within four (4) feet of the floor.

C. All buried plug valves shall be mechanical joint. Valves less than 4-inches shall be supplied with 2-inch square operating nuts and valve boxes, lids, and bonnets. Valves 4-inches and larger shall be supplied with worm gear operators; 2-inch square operating nuts; and valve boxes, lids, and bonnets. All gearing shall be provided in enclosed gear cases designed for buried service.

2.03 BUTTERFLY VALVES

A. Butterfly valves shall be suitable for at least 15-psig air service and be gas tight along the shaft to the outer wall of the casting. The valve shall have a cast iron body, corrosion resistant shaft, steel or cast iron shutter, ball bearings and be lever actuated. The levers shall have a locking device that may be infinitely variable between fully open and fully closed. The valve shall be installed on the air system and capable of airtight operation at 250^{o}F. All gates shall be Viton/FKM type.

B. Water service butterfly valves shall be manufactured in accordance with the latest revision of AWWA C504 for Class 150B service and comply with the following details:

Valve Bodies
Valve bodies shall be constructed of cast iron ASTM A-126 Class B and conform to AWWA C504 in terms of laying lengths and minimum body shell thickness. End connections shall be as specified on the plans.

Valve Discs
Valve discs shall be made from cast iron ASTM A-126 Class B or ASTM A-48 Class 40 in sizes 24" and smaller. Sizes 30" and larger shall be built from ductile iron in conformance to ASTM A-536. Disc shall be furnished with 316 stainless steel seating edge to mate with the rubber seat on the body.

Valve Seat
Valve seat shall be Buna-N rubber located on the valve body. In sizes 20" and smaller, valves shall have bonded seats that meet test procedures outlined in ASTM D-429 Method B. Sizes 24" and larger shall be retained in the valve body by mechanical means without use of metal retainers or other devices located in the flow stream.

Valve Shaft
Valve shafts shall be 18-8 type 304 stainless steel conforming to ASTM A-276. Shaft seals shall be standard self-adjusting split V packing. Shaft seals shall be of a design allowing replacement without removing the valve shaft.

Valve Bearings
Valve bearings shall be sleeve type that are corrosion resistant and self-lubricating.

Actuators
Valve actuators shall be fully grease packed and have stops in the open/close position. The actuator shall have a mechanical stop which will withstand an input torque of 450 ft. lbs. against the stop. The traveling nut shall engage alignment grooves in the housing. The actuators shall have a built in packing leak bypass to eliminate possible packing leakage into the actuator housing.

Surfaces
All internal and/or external surfaces shall be covered with a polyamide cured epoxy coating applied over a sand blasted "new white metal surface" per SSPC-SP10 to a minimum of 6 mils in compliance with AWWA C550.

2.04 CHECK VALVES

A. Check valves shall be iron body, bronze mounted. They shall be outside weight and lever type with bronze seat, hinge and busing, unless otherwise indicated check valves for interior use shall be flanged.

2.05 TELESCOPING VALVES

A. Rack and Pinion (R&P) Telescopic Valves shall be as made by Online Engineering, Inc. of Cincinnati, Ohio (USA) or equal.

B. Each valve shall be designed to operate smoothly and efficiently in the control of the return sludge as shown on the plans.

C. Handwheel: The handwheel shall be of 601-T6 aluminum, 18" in diameter. Valve Stem: The valve stem shall be a 1" steel rack designed to work with a stainless steel pinion through an aluminum gear box. The bottom of the stem shall be provided with a 3/4"-'10 UNC threaded adjustment screw, with locking nuts, that is welded to the end of a stainless steel rack extension.

D. Gear Box: The aluminum gear box shall be equipped with two 4 bolt flange type ball bearings assemblies, with lubrication fittings, for securing the pinion shaft. Too hold the valve in a set position, the pinion shaft shall be drilled at regular intervals to receive a locking pin which passes through a fixed lock plate on the gear box. The ratio of the rack and pinion shall be such that one revolution of the handwheel shall raise or lower the valve stem approximately seven (7) inches.

E. Floor Pedestal: The floor pedestal shall be of 6061-T6 aluminum and shall be designed for center or offset mounting as shown on the plans.

F. Slip Tube: The valve slip tube length shall be such that a minimum 4" of insertion into the standpipe shall always exist for telescoping alignment purposes. The slip tube shall be fabricated of stainless steel, schedule 10 pipe. The top of the slip tube shall have two (2) "V" notched weirs at 180 degrees. The slip tube bail shall be of 304L stainless steel.

G. Indicator: The valve stem shall be covered with a 2 1/2" O.D. clear acrylic cover tube having a position indicator graduated in 1/8" increments on a 1/2" wide Mylar strip attached to the cover tube.

H. Flange Seal Assembly: Companion plate flange: The valve shall be furnished with a companion plate flange designed to match a 125 pound flange. The companion flange shall be furnished with a sealing gasket of ¼" thick Neoprene rubber having an inner diameter 1/16" less than the outer diameter of the slip tube. The flange shall be of 6061-T6 aluminum.

I. Backup plate flange: To assure a watertight seal, the valve shall also be furnished with a backup plate flange with a 1/8" thick Neoprene rubber sealing gasket having an inner diameter 1/16" less than the outer diameter of the slip tube. This flange shall be of 6061-T6 aluminum.

J. Flange bolts: 18-8 stainless steel flange bolts, nuts and washers shall be furnished.

2.06 MUD VALVES

A. Mud valves shall be flanged pattern, non-rising stem, cast iron body, bronze fitted as manufactured by Mueller, Clow, or equal.

The valves shall be supplied with handwheel operators and shall be furnished complete with required extension stems and stem guide brackets.

2.07 GLOBE VALVES

A. Globe valves for liquid service shall be Class 150 bronze valves with bronze bodies and bronze union-type bonnets. Water line globe valves shall be furnished with plug-type Teflon discs. Sufficient Teflon asbestos or glass-filled Teflon packing shall be provided for maximum service life. Valve stems shall be corrosion resistant copper-silicon alloy meeting ASTM B371 Alloy 694. All water piping globe valves shall be furnished with threaded ends. Class 200 globe valves shall be rated at 300 psi maximum pressure, non-shock, at a maximum temperature of 150 degrees F.

B. Valves shall be supplied with iron handwheel activators and shall be as manufactured by Stockham Valves and Fittings, Inc., Hammond, or equal.

2.08 PRESSURE RELIEF VALVES

A. Pressure relief valves shall be installed in various tank walls as shown on the Plans. The 4-inch valves shall be Waterman Industries, Inc. Model PRB-14 wall type bronze flap valves or equal. The pressure relief valves shall be furnished and installed complete with cast iron wall thimbles, strainers, and stainless steel fasteners.

2.09 COMBINATION AIR VALVES FOR SEWAGE SERVICE

A. All air release valves shall be combination air/vacuum release valves designed for raw sewage and effluent. The valve shall be a model D-025/64D0252T as manufactured by A.R.I. or equal.

Each valve is to have: 2” N.P.T. intake; corrosion resistant conical body of reinforced nylon; corrosion resistant non-metallic operating mechanism; stainless steel spring loaded float to allow for system vibrations and turbulence; & working pressures of 3-150 PSI.

The conical body shape shall maintain maximum air gap and spring-loaded float and seal plug connection that combine to ensure no contact between the sewage and the seal.

A 2” brass isolation valve shall be furnished for installation between the discharge pipe and air valve.

B. The combination air valve shall combine an air & vacuum large orifice and an automatic small orifice in a single body.

The valve shall be specially designed to operate with liquids carrying solid particles such as sewage and effluent. The combination air valve shall discharge air (gases) during the filling or charging of the system, admit air to the system while it is being emptied of liquid and discharge accumulated air (gases) from the system while it is under pressure and operating.

The valve’s design shall guarantee complete separation of the liquid from the sealing mechanism and provide optimum work conditions.

C. Main features of the valve shall be:

1. Working pressure range: 0.2-10 bar.
2. Unique design that prevents any contact between sewage and the sealing mechanism by creating an air gap at the top of the valve. This air gap shall be guaranteed even under extreme conditions.
3. Conical reinforced nylon body shape designed to maintain the maximum distance between the liquid and the Sealing Mechanism so as to obtain minimum body length. The valve shall also include the following features: Spring loaded joint between the stem and the upper float; Vibrations of the lower float will not unseal the automatic valve; and, release of air will occur only after enough air accumulates.
4. The valve design shall include a rolling seal mechanism that is less sensitive to pressure differentials than a direct float seal. This shall be accompanied by having a comparably large orifice for a wide pressure range (up to 10 bar).
5. Funnel-shaped lower body shall be designed to ensure that residue sewage matter will sink to the system and be carried away and will not remain in the valve.
6. All inner metal parts shall be made of stainless steel. Float shall be made of plastic materials.
7. 1 ½" thread drainage outlet shall be provided to enable removal of excess fluids.
8. The valve shall discharge air at high velocity to prevent premature closing.
9. Working Temperature shall be 60º C. Maximum instantaneous working temperature shall be 90º C

2.10 MISCELLANEOUS PIPING AND VALVE ACCESSORIES

The Contractor shall furnish and install all piping and valve accessories necessary to provide complete and finished systems.

A. Valve Boxes - Valve boxes for buried valves shall be cast iron, screw type valve boxes with lids and bonnets. Valve boxes shall have concrete rings poured around them at finished grade. The rings shall be 6" thick and shall extend 6" beyond the edge of metal.

B. Flexible Expansion Joints - Flexible expansion joints shall be furnished and installed at the locations indicated on the Drawings. Expansion joints shall be of the single arch designed to absorb mechanical vibration, reduce noise, and allow for thermal expansion and contraction. Flexible joints shall be hydrostatically tested to 1.5 times the operating pressure.

Flexible expansion joints shall be protected with a seamless tube, leak proof lining made of reinforced rubber. The joint body shall be constructed of a synthetic rubber compound recommended by the manufacturer. The

expansion joint body shall be adequately reinforced with fabric reinforcement, wire, and/or solid steel rings, as required, to provide joint rigidity and strength for the rated working pressure. The exterior surface of the expansion joint shall be formed from neoprene or other material as recommended by the manufacturer for the application.

Depending on the Pipeline size, flexible expansion joints shall have threaded ends or flanges drilled to the ANSI Class 150 standard pattern. Flanges shall be provided with galvanized steel split retaining rings to be placed directly against the inside of the flanges of the expansion joint to prevent damage to the cover body surface when bolts are tightened. Steel washers shall be used where rings are split.

Expansion joints shall be as manufactured by Redflex Division of Red Valve Company; Garlock, Inc.; Holtz Rubber Company; or equal. Flexible expansion joints shall be installed and supported in accordance with manufacturer's recommendations for the specific application.

C. Pressure and Suction Gauges - Gauges shall be provided with a diaphragm and a removable bottom to facilitate cleaning and flushing when installed on sludge or wastewater lines. Each gauge shall be provided with a shutoff valve and flushing and air bleeding cock. Gauges generally shall be of the stainless steel, bourdon tube type with a minimum 6-inch dial reading in psi and feet of water for pressure service. Gauge casing shall be aluminum construction.

D. Yard Hydrants - Yard hydrants shall be non-freezing cast iron as manufacture by Murdock, or equal. Each hydrant shall have a 4' depth of bury and shall be supplied with a 1-inch outlet. The Contractor shall furnish 50 feet of 1-inch reinforced, rubber hose for each yard hydrant installed on the Project. The hose fittings shall be compatible with the hydrant being served. Hydrants connected to non-potable supplies shall be provided with a metal sign permanently attached to the unit which reads "Non-potable supply."

E. Sleeve Couplings - Sleeve couplings shall be cylindrical steel rings will resilient gaskets and high strength stainless steel bolts as manufactured by Dresser Industries, Rockwell, or equal.

F. Wall Fittings - Wall fittings shall be as shown, specified, or required to, meet the requirements of the work. They shall have center waterstops for casting into concrete walls or slabs. Box-outs shall not be permitted. The Contractor shall endeavor to utilize wall fittings with overall laying lengths equivalent to the wall widths in order to eliminate form work penetrations. In so doing, the flanged and mechanical joint ends of the fittings must be tapped. Unless otherwise noted, all wall sleeves shall be rubber gasketed mechanical joint.

G. Floorstands – Floorstands shall be of the non-rising stem, indicating type, and designed for counterclockwise opening operation. The distance from the base flange to the handwheel shall be 36”.

The pedestal shall be cast of ductile iron grade 65-45-12. The pedestal shall have a vertical indicating slot which is sealed by a clear Lexan plate. The word "OPEN" shall be cast in the pedestal at the top of the indicating slot. A "CLOSED" tag will be field mounted to the pedestal, to indicate the closed position of the valve. A bronze indicator shall travel on a carbon steel threaded stem to indicate the position of the valve. The stem shall be Xylan coated to prevent corrosion.

The floorstand shall be operated by a 14" diameter cast iron handwheel.

Floorstands shall be as manufactured by Trumbull Industries, Youngstown, Ohio or equal.

H. Extension stems – Extension stem rods shall be fabricated from 316 stainless steel round stock and supplied with stainless steel wrench nut, wrench nut coupling and/or coupling as required. Wrench nut and couplings shall be attached to the rod with Stainless Steel spring pins. Extension stems shall be manufactured by Trumbull Industries, Youngstown, Ohio or equal.

I. Extension Stem Supports – Stem Guides shall be constructed of cast stainless steel, type 316. Stem guides fabricated by welding stainless steel shall not be permitted. Stem guides shall include a bronze bushing with an inside diameter 1/16" larger than the outside diameter of the extension stem and shall be retained with two stainless steel screws.

The stem guide shall be of the adjustable design for plumb alignment. The adjusting bolt and washer shall be type 316 stainless. Stem guides shall be spaced to that the unsupported length between extension stems shall not exceed 7 feet. Stem guides shall be as manufactured by Trumbull Industries, Youngstown, Ohio or equal.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Valves shall be installed in the positions indicated on the plans consistent with conveniences of operating the handwheel or lever. All valves shall be carefully erected and supported in their respective positions free from all distortion and strain on appurtenances during handling and installation.

B. All material shall be carefully inspected for defects in workmanship and material, all debris and foreign material cleaned out of valve openings and seats, all operating mechanisms shall be operated to check their proper functioning, and all nuts and bolts checked for tightness.

C. Valves and other equipment which do not operate easily or are otherwise defective shall be repaired or replaced at the Contractor's expense.

D. Valves shall not be installed with stems below the horizontal.

E. Valves shall not be set plumb and supported adequately in conformance with the instructions of the manufacturer. Valves mounted on the face of concrete shall be shimmed vertically and grouted in place. Valves in the control piping shall be installed so as to be easily accessible.

F. Valves shall be provided with extension stems where required for convenience of operation. Extension stems shall be provided for valves installed underground such that they extend to within one foot of finished grade.

G. A permanent type gasket of uniform thickness shall be provided between flanges of valves and sluice gates and their Wall thimble.

H. Wall thimbles shall be accurately set in the concrete walls so that the gates can be mounted in their respective positions without distortion or strain.

I. Plug valves in horizontal sewage and sludge piping shall be installed with the shaft horizontal such that when in the open position, the plug is located in the upper part of the valve body. Valves shall be oriented so that in the closed position, the plug is at the upstream end of the valve.

J. Floorstand operators and stem guides shall be set so that the stems shall run smoothly in true alignment. Guides shall be anchored firmly to the walls. Distances from the centerline of gates to the operating level or base of floorstand shall be checked by the Contractor and adjusted if necessary to suit the actual conditions of installation.

- END OF SECTION -

SPECIAL NOTE

For Compliance with KDOW WQC

County:	Carroll
Item No:	6-10037
Bridge No:	021B00009N
Permit AI No:	182881

It is the responsibility of the contractor and KYTC to read and comply with all conditions the KDOW issued permit. The following are highlighted conditions unique to this bridge:

- Notify KYTC DEA with the attached form, so they can notify KDOW at least 2 weeks before start of construction (Condition S-1)

- Notify KYTC DEA with the attached form, so they can notify KDOW no later than 2 weeks after substantial completion of construction (Condition S-2)

- Submit as-built drawing to KYTC DEA within 90 days of substantial completion so they can submit them to KDOW (Condition S-3)

- No instream construction during the fish spawning season of **April 1 - June 30** (Condition T-4)

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.

CONSTRUCTION REPORT PER KDOW PERMIT

The Contactor will notify the Kentucky Transportation Cabinet Division of Environmental Analysis (KYTC DEA), twenty-eight (28) calendar days prior to mobilization to the site by sending the *Notice of Mobilization* (attached) to **David Harmon** Dave.Harmon@ky.gov (502) 782-5016, and **Andrew Logsdon** Andrew.Logsdon@ky.gov (502) 782-5021, with a copy to the project's Section Engineer.

CID Number: _____ DOW AI Number: 182881

Bridge Number: 021B00009N KYTC Item Number: 6-10078

Route: KY 36 County: Carroll

Date: _____ Contractor: _____

This Form must be submitted at the Initial Mobilization, and at the project completion. Please check the appropriate submittal type:

Submittal Type: ___Notice of Mobilization ___Notice of Completion

1 - Sediment and erosion control measures utilized during construction to protect streams/wetlands, and descriptions of in-stream activities (attach photos of use):

2 - Post-construction stream restoration activities, i.e., restoration of work pads and construction access in the stream, restoration of areas used for temporary diversions, bank restoration and tree planting, bank armoring and erosion control measures implemented. Note if any sediment controls are being left on site. (Attach photos of pre- and post-construction with an emphasis on the impacted streams.) (Complete at end of project.):

3 - Attach As-Built Drawings, i.e., redline drawings, photos (complete at end of project), and description of restoration work completed.

Andy Beshear
GOVERNOR

ENERGY AND ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION
300 Sower Boulevard
Frankfort, Kentucky 40601
Phone: (502) 564-2150
Fax: 502-564-4245

Rebecca W. Goodman
SECRETARY

Anthony R. Hatton
COMMISSIONER

September 24, 2024

Danny Peake
Kentucky Transportation Cabinet (KYTC)
200 Mero St
Frankfort, KY 40622

Re: §401 Water Quality Certification
KY 36 Bridge - Carroll Co
WQC No: WQC2024-148-1
AI No.: 182881; Activity ID: APE20240001
KYTC Item No.: 6-10037.00
Lick Creek
Carroll County, Kentucky

Dear Mr. Peake:

Pursuant to Section 401 of the Clean Water Act (CWA) and 40 CFR 121.7(c), the Commonwealth of Kentucky certifies it has reasonable assurances that applicable water quality standards under Kentucky Administrative Regulations Title 401, Chapter 10, established pursuant to Sections 301, 302, 303, 304, 306, and 307 of the CWA, will not be violated by the above referenced project provided that the U.S. Army Corps of Engineers authorizes the activity under a federal license or permit, and the attached conditions are met.

Other permits from the Division of Water may be required for this activity. Projects that disturb one acre or more of land or is part of a larger common plan of development or sale that will ultimately disturb one acre or more of land require a Kentucky Pollution Discharge Elimination System (KPDES) Stormwater Permit; contact the Surface Water Permits Branch (502-564-3410 or SWPBSupport@ky.gov). A Groundwater Protection Plan is required if activities listed in Section 2(2) of 401 KAR 5:037 are conducted. A Water Withdrawal Application is required for activities proposing raw water withdrawals of 10,000 gallons per day or more; contact the Watershed Management Branch (502-564-3410).

All future correspondence on this project must reference AI No. **182881**. **The attached document is your official Water Quality Certification; please read it carefully**. Please contact Bryan Killian by phone at 502-782-4695 or email at bryan.killian@ky.gov if you have any questions.

Sincerely,

Samantha Vogeler

Samantha Vogeler, Supervisor
Water Quality Certification Section
Kentucky Division of Water

SV:BK
Attachment

cc: Adam Michels, KYTC: Frankfort (via email: adam.michels@ky.gov)
Andrew Logsdon, KYTC: Frankfort (via email: Andrew.Logsdon@ky.gov)
Dave Harmon, KYTC: Frankfort (via email: Dave.Harmon@ky.gov)
Norma Condra, USACE: Louisville District (via email: norma.c.condra@usace.army.mil)
Rick Larsen, ICF: Louisville (via email: rick.larsen@icf.com)
Lee Andrews, USFWS: Frankfort (via email: kentuckyes@fws.gov)
Andrea Drayer, Kentucky River Basin Coordinator (via email: andrea.drayer@uky.edu)
Matt Gross, Florence Regional Field Office (via email: matthew.gross@ky.gov)

KTC Water Quality Certification

KY 36 Bridge - Carroll Co

Facility Requirements

Permit Number: WQC2024-148-1

Activity ID No.:APE20240001

ACTV0000000001 (AI 182881 - KY 36 Bridge) KYTC Bridge Replacement:

Submittal/Action Requirements:

Condition No.	Condition
S-1	The Kentucky Transportation Cabinet shall notify the Water Quality Certification Project Manager or Supervisor of the scheduled start of construction activities at least two weeks before the start of construction. This condition is necessary for the Division of Water to be informed of the ongoing activity for the purposes of site visits to ensure implementation of Kentucky Regulatory Statutes and Administrative Regulations; the Division will monitor the environment, minimize impact to aquatic resources, protect the use and designation of resources, allow more effective and efficient control practices, identify changes and conditions in ecological systems as a result of activities, and to warn of emergency conditions. [401 KAR 10:030 Section 1, 401 KAR 10:031 Section 2(1)(a), KRS 224.10-100, KRS 224.70-110]
S-2	KYTC shall notify the Water Quality Certification Project Manager or Supervisor of substantial completion of construction no later than two weeks post-construction. This condition is necessary for the Division of Water to be informed of the ongoing activity for the purposes of site visits to ensure implementation of Kentucky Regulatory Statutes and Administrative Regulations; the Division will monitor the environment, minimize impact to aquatic resources, protect the use and designation of resources, allow more effective and efficient control practices, identify changes and conditions in ecological systems as a result of activities, and to warn of emergency conditions. [401 KAR 10:030 Section 1, 401 KAR 10:031 Section 2(1)(a), KRS 224.10-100, KRS 224.70-110]
S-3	KYTC shall submit as-built drawings within 90 days after substantial completion of construction to the Water Quality Certification Section Project Manager or Supervisor. This condition is necessary to monitor the aquatic resources, minimize impact to aquatic resources, protect the use and designation of resources, allow more effective and efficient control practices, identify changes and conditions in ecological systems as a result of activities, and to warn of emergency conditions. [401 KAR 10:030 Section 1, 401 KAR 10:031 Section 2(1)(a), KRS 224.10-100, KRS 224.70-110]

KTC Water Quality Certification

KY 36 Bridge - Carroll Co

Facility Requirements

Permit Number: WQC2024-148-1

Activity ID No.:APE20240001

ACTV0000000001 (AI 182881 - KY 36 Bridge) KYTC Bridge Replacement:

Narrative Requirements:

Condition No.	Condition
T-1	The work approved by this certification shall be limited to 38.654083, -84.953639: - Replacement of existing bridge over Lick Creek with a new spread box beam bridge - The proposed bridge will be constructed of similar materials (concrete) and size (20' x 197') to the existing bridge with the three bents and piers in direct alignment - No temporary diversions are required as traffic will remain open on the existing bridge - 65 linear feet of permanent impacts to perennial streams due to scour protection (rip rap) and bridge piers - 111 linear feet of temporary impacts to perennial streams due to construction access and a temporary work pad This condition is necessary to confirm activities approved by this certification. [401 KAR 10:030 Section 1, 401 KAR 9:010 Section 1(a)(2), KRS 224.10-100, KRS 224.70-110]
T-2	All work performed under this certification shall adhere to the design and specifications set forth in the following document(s): - Application for Permit to Construct Across or Along a Stream and/or Water Quality Certification received on 6/25/2024 - Pre-file Meeting Request received on 6/25/2024 - Certification Request received on 8/21/2024 - KY 36 over Lick Crk KYTC_ 6-10037_ Bridge ID_ 021B00009N.msg - 6-10037_GEC_WQCpermit_ENV_PSE.pdf - 021B00009N.kmz - NOD #1 KY 36 over Lick Creek.pdf - BA_ENV_021B00009N_20240110.pdf This condition is necessary to confirm activities approved by this certification. [401 KAR 10:030 Section 1, 401 KAR 9:010 Section 1(a)(2), KRS 224.10-100, KRS 224.70-110]
T-3	KYTC is responsible for preventing degradation of waters of the Commonwealth from soil erosion. An erosion and sediment control plan must be designed, implemented, and maintained in effective operating condition at all times during construction. This condition is necessary to prevent and minimize objectionable deposits and pollution and protect the use of the stream. [401 KAR 10:030 Section 1, 401 KAR 10:031 Section 2(1)(a), KRS 224.10-100, KRS 224.70-110]
T-4	No in-stream operations or activities shall be conducted during fish spawning season (April 1 through June 30), due to the potential impacts of increased sediment load and associated water quality and designated aquatic habitat impacts. This condition is necessary to monitor the aquatic resources, minimize impact to aquatic resources, protect the use and designation of resources, allow more effective and efficient control practices, identify changes and conditions in ecological systems as a result of activities, and to warn of emergency conditions. [401 KAR 10:030 Section 1, 401 KAR 10:031 Section 4(1)(c,h), KRS 224.10-100, KRS 224.70-110]

KTC Water Quality Certification
KY 36 Bridge - Carroll Co
Facility Requirements
Permit Number: WQC2024-148-1
Activity ID No.:APE20240001

ACTV0000000001 (AI 182881 - KY 36 Bridge) KYTC Bridge Replacement:

Narrative Requirements:

Condition No.	Condition
T-5	Heavy equipment (e.g. bulldozers, backhoes, draglines, etc.), if required for this project, should not be used or operated within the stream channel. In those instances where such instream work is unavoidable, then it shall be performed in such a manner and duration as to minimize re-suspension of sediments and disturbance to the channel, banks, or riparian vegetation. This condition is necessary to prevent and minimize objectionable deposits and pollution and protect the use of the stream. [401 KAR 10:030 Section 1, 401 KAR 10:031 Section 2(1)(a), KRS 224.10-100, KRS 224.70-110]
T-6	Erosion and sediment pollution control plans and Best Management Practices must be designed, installed, and maintained in effective operating condition at all times during construction activities so that violations of state water quality standards do not occur. This condition is necessary to prevent and minimize objectionable deposits and pollution and protect the use of the stream. [401 KAR 10:030 Section 1, 401 KAR 10:031 Section 2(1)(a), KRS 224.10-100, KRS 224.70-110]
T-7	Remove all sediment and erosion control measures after re-vegetation has become well-established. This condition is necessary to prevent and minimize objectionable deposits and pollution and protect the use of the stream. [401 KAR 10:030 Section 1, 401 KAR 10:031 Section 2(1)(a), KRS 224.10-100, KRS 224.70-110]
T-8	Any fill or riprap shall be of a composition that shall not cause violations of water quality standards by adversely affecting the biological, chemical, or physical properties of waters of the Commonwealth. If riprap is used, it shall be of a weight and size that bank stress or slump conditions shall not occur. This condition is necessary to prevent and minimize objectionable deposits and pollution and protect the use of the stream. [401 KAR 10:030 Section 1, 401 KAR 10:031 Section 2(1)(a), KRS 224.10-100, KRS 224.70-110]
T-9	Sediment and erosion control measures (e.g., check-dams, silt fencing, or hay bales) shall not be placed within surface waters of the Commonwealth, either temporarily or permanently, without prior approval by the Kentucky Division of Water's Water Quality Certification Section. If placement of sediment and erosion control measures in surface waters is unavoidable, placement shall not be conducted in such a manner that may cause instability of streams that are adjacent to, upstream, or downstream of the structures. All sediment and erosion control measures shall be removed and the natural grade restored prior to withdrawal from the site. This condition is necessary to prevent and minimize objectionable deposits and pollution and protect the use of the stream. [401 KAR 10:030 Section 1, 401 KAR 10:031 Section 2(1)(a), KRS 224.10-100, KRS 224.70-110]
T-10	Measures shall be taken to prevent or control spills of fuels, lubricants, or other toxic materials used in construction from entering the watercourse. This condition is necessary to prevent water pollution as prohibited by statute. [401 KAR 10:030 Section 1, 401 KAR 10:031 Section 2(1)(a), KRS 224.10-100, KRS 224.70-110]
T-11	To the maximum extent practicable, all in-stream work under this certification shall be performed during low flow. This condition is necessary to prevent and minimize objectionable deposits and pollution and protect the use of the stream. [401 KAR 10:030 Section 1, 401 KAR 10:031 Section 2(1)(a), KRS 224.10-100, KRS 224.70-110]

KTC Water Quality Certification
KY 36 Bridge - Carroll Co
Facility Requirements
Permit Number: WQC2024-148-1
Activity ID No.:APE20240001

ACTV0000000001 (AI 182881 - KY 36 Bridge) KYTC Bridge Replacement:

Narrative Requirements:

Condition No.	Condition
T-12	Removal of existing riparian vegetation shall be restricted to the minimum necessary for project construction. This condition is necessary to minimize negative effects to the environment, protect the use of the stream, and protect aquatic resources. [401 KAR 10:030 Section 1, 401 KAR 10:031 Section 2(1)(a), KRS 224.10-100, KRS 224.70-110]
T-13	Should stream pollution, wetland impairment, and/or violations of water quality standards occur as a result of this activity (either from a spill or other forms of water pollution), the Kentucky Division of Water shall be notified immediately by calling 800/564-2380. This condition is necessary to monitor the aquatic resources, minimize impact to aquatic resources, protect the use and designation of resources, allow more effective and efficient control practices, identify changes and conditions in ecological systems as a result of activities, and to warn of emergency conditions. [401 KAR 10:030 Section 1, 401 KAR 10:031 Section 2(1)(a), KRS 224.10-100, KRS 224.70-110]
T-14	This Water Quality Certification expires on September 25, 2029. This condition is necessary for the issuance of the certification. [KRS 224.10-100, KRS 224.16-050(2), KRS 224.70-110]
T-15	Other permits from the Division of Water may be required for this activity. If this activity occurs within a floodplain, a Permit to Construct Across or Along a Stream may be required. Please contact the Floodplain Management Section Supervisor (502-564-3410) for more information prior to construction. If the project will disturb one acre or more of land, or is part of a larger common plan of development or sale that will ultimately disturb one acre or more of land, a Kentucky Pollution Discharge Elimination System (KPDES) Stormwater Permit shall be required. Please contact the Surface Water Permits Branch (502-564-3410 or SWPBSupport@ky.gov) for more information. A Groundwater Protection Plan is required if any of the activities listed in Section 2(2) of 401 KAR 5:037 are conducted. A Water Withdrawal Application is required for any activities proposing raw water withdrawals of 10,000 gallons per day or more. For technical assistance contact the Watershed Management Branch at 502-564-3410 or visit eec.ky.gov. This condition is necessary for confirm authorized impacts, the appropriate responsible party, monitor the aquatic resources, minimize impact to aquatic resources, protect the use and designation of resources, allow more effective and efficient control practices, identify changes and conditions in ecological systems as a result of activities, and to warn of emergency conditions. [KRS 224.10-100, KRS 224.16-050(2), KRS 224.70-110]

KTC Water Quality Certification
KY 36 Bridge - Carroll Co
Facility Requirements
Permit Number: WQC2024-148-1
Activity ID No.:APE20240001

ACTV0000000001 (AI 182881 - KY 36 Bridge) KYTC Bridge Replacement:

Narrative Requirements:

Condition No.	Condition
T-16	If there is a transfer or conveyance of the project site during the issued WQC term for the approved activity, KYTC shall submit written notice to the Water Quality Certification Section Project Manager or Supervisor of the transfer or conveyance of the project site or any part of the project site at least 60 days prior to the transfer or conveyance of the project site. The notification shall include the WQC number; the Agency Interest (AI) No.; the name, mailing address, email address, and telephone number of the current owner; the name, mailing address, email address, and telephone number of the prospective transferee; the proposed effective date of transfer/conveyance; and a copy of the documentation evidencing the transfer/conveyance. Failure to comply with this condition does not negate the validity or enforceability of this certification. This condition is necessary for confirm authorized impacts, the appropriate responsible party, monitor the aquatic resources, minimize impact to aquatic resources, protect the use and designation of resources, allow more effective and efficient control practices, identify changes and conditions in ecological systems as a result of activities, and to warn of emergency conditions. [401 KAR 10:030 Section 1, 401 KAR 9:010 Section 1(a)(2), KRS 224.10-100, KRS 224.70-110]

2021 Nationwide Permit Summary

US Army Corps of Engineers
Louisville District ®

Issued: **February 25, 2022**
Expires: **March 14, 2026**

No. 3. Maintenance

(NWP Final Rule, 86 FR 73522)

(a) The repair, rehabilitation, or replacement of any previously authorized, currently serviceable structure or fill, or of any currently serviceable structure or fill authorized by 33 CFR 330.3, provided that the structure or fill is not to be put to uses differing from those uses specified or contemplated for it in the original permit or the most recently authorized modification. Minor deviations in the structure's configuration or filled area, including those due to changes in materials, construction techniques, requirements of other regulatory agencies, or current construction codes or safety standards that are necessary to make the repair, rehabilitation, or replacement are authorized. This NWP also authorizes the removal of previously authorized structures or fills. Any stream channel modification is limited to the minimum necessary for the repair, rehabilitation, or replacement of the structure or fill; such modifications, including the removal of material from the stream channel, must be immediately adjacent to the project. This NWP also authorizes the removal of accumulated sediment and debris within, and in the immediate vicinity of, the structure or fill. This NWP also authorizes the repair, rehabilitation, or replacement of those structures or fills destroyed or damaged by storms, floods, fire or other discrete events, provided the repair, rehabilitation, or replacement is commenced, or is under contract to commence, within two years of the date of their destruction or damage. In cases of catastrophic events, such as hurricanes or tornadoes, this two-year limit may be waived by the district engineer, provided the permittee can demonstrate funding, contract, or other similar delays.

(b) This NWP also authorizes the removal of accumulated sediments and debris outside the immediate vicinity of existing structures (e.g., bridges, culverted road crossings, water intake structures, etc.). The removal of sediment is limited to the minimum necessary to restore the waterway in the vicinity of the structure to the approximate dimensions that existed when the structure was built, but cannot extend farther than 200 feet in any direction from the structure. This 200 foot limit does not apply to maintenance dredging to remove accumulated sediments blocking or restricting outfall and intake structures or to maintenance dredging to remove accumulated sediments from canals associated with outfall and intake structures. All dredged or excavated materials must be deposited and retained in an area that has no waters of the United States unless otherwise specifically approved by the district engineer under separate authorization.

(c) This NWP also authorizes temporary structures, fills, and work, including the use of temporary mats, necessary to conduct the maintenance activity. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges of dredged or fill material, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. After conducting the maintenance activity, temporary fills must be removed in their entirety and the affected areas returned to pre- construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

(d) This NWP does not authorize maintenance dredging for the primary purpose of navigation. This NWP does not authorize beach restoration. This NWP does not authorize new stream channelization or stream relocation projects.

Notification: For activities authorized by paragraph (b) of this NWP, the permittee must submit a pre-construction notification to the district engineer prior to commencing the activity (see general condition 32). The pre-construction notification must include information regarding the original design capacities and configurations of the outfalls, intakes, small impoundments, and canals. (Authorities: Section 10 of the Rivers and Harbors Act of 1899 and Section 404 of the Clean Water Act (Sections 10 and 404)).

Note: This NWP authorizes the repair, rehabilitation, or replacement of any previously authorized structure or fill that does not qualify for the Clean Water Act Section 404(f) exemption for maintenance.

Nationwide Permit General Conditions

Note: To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as applicable, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. Prospective permittees should contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act Section 401 water quality certification and/or Coastal Zone Management Act consistency for an NWP. Every person who may wish to obtain permit authorization under one or more NWPs, or who is

currently relying on an existing or prior permit authorization under one or more NWPs, has been and is on notice that all of the provisions of 33 CFR 330.1 through 330.6 apply to every NWP authorization. Note especially 33 CFR 330.5 relating to the modification, suspension, or revocation of any NWP authorization.

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

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

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

2. Aquatic Life Movements. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species. If a bottomless culvert cannot be used, then the crossing should be designed and constructed to minimize adverse effects to aquatic life movements.

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

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

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

6. Suitable Material. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see section 307 of the Clean Water Act).

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

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

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

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

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

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

13. Removal of Temporary Structures and Fills. Temporary structures must be removed, to the maximum extent practicable, after their use has been discontinued. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

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

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

16. Wild and Scenic Rivers. (a) No NWP activity may occur in a component of the National Wild and Scenic River System, or

in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status.

(b) If a proposed NWP activity will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the permittee must submit a pre-construction notification (see general condition 32). The district engineer will coordinate the PCN with the Federal agency with direct management responsibility for that river. Permittees shall not begin the NWP activity until notified by the district engineer that the Federal agency with direct management responsibility for that river has determined in writing that the proposed NWP activity will not adversely affect the Wild and Scenic River designation or study status.

(c) Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service). Information on these rivers is also available at: http://www.rivers.gov/.

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

18. Endangered Species. (a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify designated critical habitat or critical habitat proposed for such designation. No activity is authorized under any NWP which "may affect" a listed species or critical habitat, unless ESA section 7 consultation addressing the consequences of the proposed activity on listed species or critical habitat has been completed. See 50 CFR 402.02 for the definition of "effects of the action" for the purposes of ESA section 7 consultation, as well as 50 CFR 402.17, which provides further explanation under ESA section 7 regarding "activities that are reasonably certain to occur" and "consequences caused by the proposed action."

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA (see 33 CFR 330.4(f)(1)). If pre-construction notification is required for the proposed activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation has not been submitted, additional ESA section 7 consultation may be necessary for the activity and the respective federal agency would be responsible for fulfilling its obligation under section 7 of the ESA.

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

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

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

(f) If the non-federal permittee has a valid ESA section 10(a)(1)(B) incidental take permit with an approved Habitat Conservation Plan for a project or a group of projects that includes the proposed NWP activity, the non-federal applicant should provide a copy of that ESA section 10(a)(1)(B) permit with the PCN required by paragraph (c) of this general condition. The district engineer will coordinate with the agency that issued the ESA section 10(a)(1)(B) permit to determine whether the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation conducted for the ESA section 10(a)(1)(B) permit. If that coordination results in concurrence from the agency that the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation for the ESA section 10(a)(1)(B) permit, the district engineer does not need to conduct a separate ESA section 7 consultation for the proposed NWP activity. The district engineer will notify the non-federal applicant within 45 days of receipt of a complete pre-construction notification whether the ESA section 10(a)(1)(B) permit covers the proposed NWP activity or whether additional ESA section 7 consultation is required.

(g) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the FWS and NMFS or their world wide web pages at http://www.fws.gov/ or http://www.fws.gov/ipac and http://www.nmfs.noaa.gov/pr/species/esa/ respectively.

19. Migratory Birds and Bald and Golden Eagles. The permittee is responsible for ensuring that an action authorized by an NWP complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting the appropriate local office of the U.S. Fish and Wildlife Service to determine what measures, if any, are necessary or appropriate to reduce adverse effects to migratory birds or eagles, including whether "incidental take" permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.

20. Historic Properties. (a) No activity is authorized under any NWP which may have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(b) Federal permittees should follow their own procedures for complying with the requirements of section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)(1)). If pre-construction notification is required for the proposed NWP activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation is not submitted, then additional consultation under section 106 may be necessary. The respective federal agency is responsible for fulfilling its obligation to comply with section 106.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the NWP activity might have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties might have the potential to be affected by the proposed NWP activity or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of, or potential for, the presence of historic properties can be sought from the State Historic Preservation Officer, Tribal Historic Preservation Officer, or designated tribal representative, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts commensurate with potential impacts, which may include background research, consultation, oral history interviews, sample field investigation, and/or field survey. Based on the information submitted in the PCN and these identification efforts, the district engineer shall determine whether the proposed NWP activity has the potential to cause effects on the historic properties. Section 106 consultation is not required when the district engineer determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)). Section 106 consultation is required when the district engineer determines that the activity has the potential to cause effects on historic properties. The district engineer will conduct consultation with consulting parties identified under 36 CFR 800.2(c) when he or she makes any of the following effect determinations for the purposes of section 106 of the NHPA: no historic properties affected, no adverse effect, or adverse effect.

(d) Where the non-Federal applicant has identified historic properties on which the proposed NWP activity might have the potential to cause effects and has so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects to historic properties or that NHPA section 106 consultation has been completed. For non-federal permittees, the district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA section 106 consultation is required. If NHPA section 106 consultation is required, the district engineer will notify the non-Federal applicant that he or she cannot begin the activity until section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(e) Prospective permittees should be aware that section 110k of the NHPA (54 U.S.C. 306113) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

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

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

(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, 52, 57 and 58 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

(b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, 38, and 54, notification is required in accordance with general condition 32, for any activity proposed by permittees in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after she or he determines that the impacts to the critical resource waters will be no more than minimal.

23. Mitigation. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal:

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

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal.

(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects.

(d) Compensatory mitigation at a minimum one-for-one ratio will be required for all losses of stream bed that exceed 3/100-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. This compensatory mitigation requirement may be satisfied through the restoration or enhancement of riparian areas next to streams in accordance with paragraph (e) of this general condition. For losses of stream bed of 3/100-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects. Compensatory mitigation for losses of streams should be provided, if practicable, through stream rehabilitation, enhancement, or preservation, since streams are difficult-to-replace resources (see 33 CFR 332.3(e)(3)).

(e) Compensatory mitigation plans for NWP activities in or near streams or other open waters will normally include a requirement for the restoration or enhancement, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, the restoration or maintenance/protection of riparian areas may be the only compensatory mitigation required. If restoring riparian areas involves planting vegetation, only native species should be planted. The width of the required riparian area will address

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

(f) Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

(1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in no more than minimal adverse environmental effects. For the NWPs, the preferred mechanism for providing compensatory mitigation is mitigation bank credits or in-lieu fee program credits (see 33 CFR 332.3(b)(2) and (3)). However, if an appropriate number and type of mitigation bank or in-lieu credits are not available at the time the PCN is submitted to the district engineer, the district engineer may approve the use of permittee-responsible mitigation.

(2) The amount of compensatory mitigation required by the district engineer must be sufficient to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see 33 CFR 330.1(e)(3)). (See also 33 CFR 332.3(f).)

(3) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, aquatic resource restoration should be the first compensatory mitigation option considered for permittee-responsible mitigation.

(4) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) through (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)). If permittee-responsible mitigation is the proposed option, and the proposed compensatory mitigation site is located on land in which another federal agency holds an easement, the district engineer will coordinate with that federal agency to determine if proposed compensatory mitigation project is compatible with the terms of the easement.

(5) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan needs to address only the baseline conditions at the impact site and the number of credits to be provided (see 33 CFR 332.4(c)(1)(ii)).

(6) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan (see 33 CFR 332.4(c)(1)(ii)).

(g) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any NWP activity resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that an NWP activity already meeting the established acreage limits also satisfies the no more than minimal impact requirement for the NWPs.

(h) Permittees may propose the use of mitigation banks, in-lieu fee programs, or permittee-responsible mitigation. When developing a compensatory mitigation proposal, the permittee must consider appropriate and practicable options consistent with the framework at 33 CFR 332.3(b). For activities resulting in the loss of marine or estuarine resources, permittee-responsible mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.

(i) Where certain functions and services of waters of the United States are permanently adversely affected by a regulated activity, such as discharges of dredged or fill material into waters of the United States that will convert a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse environmental effects of the activity to the no more than minimal level.

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

qualified persons, and appropriate modifications made to ensure safety.

25. Water Quality. (a) Where the certifying authority (state, authorized tribe, or EPA, as appropriate) has not previously certified compliance of an NWP with CWA section 401, a CWA section 401 water quality certification for the proposed discharge must be obtained or waived (see 33 CFR 330.4(c)). If the permittee cannot comply with all of the conditions of a water quality certification previously issued by certifying authority for the issuance of the NWP, then the permittee must obtain a water quality certification or waiver for the proposed discharge in order for the activity to be authorized by an NWP.

(b) If the NWP activity requires pre-construction notification and the certifying authority has not previously certified compliance of an NWP with CWA section 401, the proposed discharge is not authorized by an NWP until water quality certification is obtained or waived. If the certifying authority issues a water quality certification for the proposed discharge, the permittee must submit a copy of the certification to the district engineer. The discharge is not authorized by an NWP until the district engineer has notified the permittee that the water quality certification requirement has been satisfied by the issuance of a water quality certification or a waiver.

(c) The district engineer or certifying authority may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

26. Coastal Zone Management. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). If the permittee cannot comply with all of the conditions of a coastal zone management consistency concurrence previously issued by the state, then the permittee must obtain an individual coastal zone management consistency concurrence or presumption of concurrence in order for the activity to be authorized by an NWP. The district engineer or a state may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

27. Regional and Case-By-Case Conditions. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its CWA section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

28. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is authorized, subject to the following restrictions:

(a) If only one of the NWPs used to authorize the single and complete project has a specified acreage limit, the acreage loss of waters of the United States cannot exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1⁄3-acre.

(b) If one or more of the NWPs used to authorize the single and complete project has specified acreage limits, the acreage loss of waters of the United States authorized by those NWPs cannot exceed their respective specified acreage limits. For example, if a commercial development is constructed under NWP 39, and the single and complete project includes the filling of an upland ditch authorized by NWP 46, the maximum acreage loss of waters of the United States for the commercial development under NWP 39 cannot exceed 1/2-acre, and the total acreage loss of waters of United States due to the NWP 39 and 46 activities cannot exceed 1 acre.

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

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

_____
_____
(Transferee)

_____
_____
(Date)

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

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

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

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

The completed certification document must be submitted to the district engineer within 30 days of completion of the authorized activity or the implementation of any required compensatory mitigation, whichever occurs later.

31. Activities Affecting Structures or Works Built by the United States. If an NWP activity also requires review by, or permission from, the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers (USACE) federally authorized Civil Works project (a "USACE project"), the prospective permittee must submit a pre-construction notification. See paragraph (b)(10) of general condition 32. An activity that requires section 408 permission and/or review is not authorized by an NWP until the appropriate Corps office issues the section 408 permission or completes its review to alter, occupy, or use the USACE project, and the district engineer issues a written NWP verification.

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

(1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or

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

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

(1) Name, address and telephone numbers of the prospective permittee;

(2) Location of the proposed activity;

(3) Identify the specific NWP or NWP(s) the prospective permittee wants to use to authorize the proposed activity;

(4) (i) A description of the proposed activity; the activity's purpose; direct and indirect adverse environmental effects the activity would cause, including the anticipated amount of loss of wetlands, other special aquatic sites, and other waters expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; a description of any proposed mitigation measures intended to reduce the adverse environmental effects caused by the proposed activity; and any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings for linear projects that require Department of the Army authorization but do not require pre-construction notification. The description of the proposed activity and any proposed mitigation measures should be sufficiently detailed to allow the district engineer to determine that the adverse environmental effects of the activity will be no more than minimal and to determine the need for compensatory mitigation or other mitigation measures.

(ii) For linear projects where one or more single and complete crossings require pre-construction notification, the PCN must include the quantity of anticipated losses of wetlands, other special aquatic sites, and other waters for each single and complete crossing of those wetlands, other special aquatic sites, and other waters (including those single and complete crossings authorized by an NWP but do not require PCNs). This information will be used by the district engineer to evaluate the cumulative adverse environmental effects of the proposed linear project, and does not

change those non-PCN NWP activities into NWP PCNs.

(iii) Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the activity and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);

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

(6) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands or 3/100-acre of stream bed and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse environmental effects are no more than minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(7) For non-federal permittees, if any listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation) might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat (or critical habitat proposed for such designation), the PCN must include the name(s) of those endangered or threatened species (or species proposed for listing) that might be affected by the proposed activity or utilize the designated critical habitat (or critical habitat proposed for such designation) that might be affected by the proposed activity. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with the Endangered Species Act;

(8) For non-federal permittees, if the NWP activity might have the potential to cause effects to a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, the PCN must state which historic property might have the potential to be affected by the proposed activity or include a vicinity map indicating the location of the historic property. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with section 106 of the National Historic Preservation Act;

(9) For an activity that will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the PCN must identify the Wild and Scenic River or the "study river" (see general condition 16); and

(10) For an NWP activity that requires permission from, or review by, the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers federally authorized civil works project, the pre-construction notification must include a statement confirming that the project proponent has submitted a written request for section 408 permission from, or review by, the Corps office having jurisdiction over that USACE project.

(c) *Form of Pre-Construction Notification*: The nationwide permit pre-construction notification form (Form ENG 6082) should be used for NWP PCNs. A letter containing the required information may also be used. Applicants may provide electronic files of PCNs and supporting materials if the district engineer has established tools and procedures for electronic submittals.

(d) *Agency Coordination*: (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the activity's adverse environmental effects so that they are no more than minimal.

(2) Agency coordination is required for: (i) all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States; (ii) NWP 13 activities in excess of 500 linear feet, fills greater than one cubic yard per running foot, or involve discharges of dredged or fill material into special aquatic sites; and (iii) NWP 54 activities in excess of 500 linear feet, or that extend into the waterbody more than 30 feet from the mean low water line in tidal waters or the ordinary high water mark in the Great Lakes.

(3) When agency coordination is required, the district engineer will immediately provide (e.g., via e-mail, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (FWS, state natural resource or water quality agency, EPA, and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to notify the district engineer via telephone, facsimile transmission, or e-mail that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse environmental effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure that the net adverse environmental effects of the proposed activity are no more than minimal. The district engineer will provide no response to the resource agency, except as provided

below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

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

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

D. District Engineer's Decision

1. In reviewing the PCN for the proposed activity, the district engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. If a project proponent requests authorization by a specific NWP, the district engineer should issue the NWP verification for that activity if it meets the terms and conditions of that NWP, unless he or she determines, after considering mitigation, that the proposed activity will result in more than minimal individual and cumulative adverse effects on the aquatic environment and other aspects of the public interest and exercises discretionary authority to require an individual permit for the proposed activity. For a linear project, this determination will include an evaluation of the single and complete crossings of waters of the United States that require PCNs to determine whether they individually satisfy the terms and conditions of the NWP(s), as well as the cumulative effects caused by all of the crossings of waters of the United States authorized by an NWP. If an applicant requests a waiver of an applicable limit, as provided for in NWPs 13, 36, or 54, the district engineer will only grant the waiver upon a written determination that the NWP activity will result in only minimal individual and cumulative adverse environmental effects.

2. When making minimal adverse environmental effects determinations the district engineer will consider the direct and indirect effects caused by the NWP activity. He or she will also consider the cumulative adverse environmental effects caused by activities authorized by an NWP and whether those cumulative adverse environmental effects are no more than minimal. The district engineer will also consider site specific factors, such as the environmental setting in the vicinity of the NWP activity, the type of resource that will be affected by the NWP activity, the functions provided by the aquatic resources that will be affected by the NWP activity, the degree or magnitude to which the aquatic resources perform those functions, the extent that aquatic resource functions will be lost as a result of the NWP activity (e.g., partial or complete loss), the duration of the adverse effects (temporary or permanent), the importance of the aquatic resource functions to the region (e.g., watershed or ecoregion), and mitigation required by the district engineer. If an appropriate functional or condition assessment method is available and practicable to use, that assessment method may be used by the district engineer to assist in the minimal adverse environmental effects determination. The district engineer may add case-specific special conditions to the NWP authorization to address site-specific environmental concerns.

3. If the proposed activity requires a PCN and will result in a loss of greater than 1/10-acre of wetlands or 3/100-acre of stream bed, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory mitigation for NWP activities with smaller impacts, or for impacts to other types of waters. The district engineer will consider any proposed compensatory mitigation or other mitigation measures the applicant has included in the proposal in determining whether the net adverse environmental effects of the proposed activity are no more than minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse environmental effects are no more than minimal, after considering mitigation, the district engineer will notify the permittee and include any activity-specific conditions in the NWP verification the district engineer deems necessary. Conditions for compensatory mitigation requirements must comply with the appropriate provisions at 33 CFR 332.3(k). The district engineer must approve the final mitigation plan before the permittee commences work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the district engineer will expeditiously review the proposed compensatory mitigation plan. The district engineer must review the proposed compensatory mitigation plan within 45 calendar days of receiving a complete PCN and determine whether the proposed mitigation would ensure that the NWP activity results in no more than minimal adverse environmental effects. If the net adverse environmental effects of the NWP activity (after consideration of the mitigation proposal) are determined by the district engineer to be no more than minimal, the district engineer will provide a timely written response to the applicant. The response will state that the NWP activity can proceed under the terms and conditions of the NWP, including any activity-specific conditions added to the NWP authorization by the district engineer.

4. If the district engineer determines that the adverse environmental effects of the proposed activity are more than minimal, then the district engineer will notify the applicant either: (a) that the activity does not qualify for authorization under the

NWP and instruct the applicant on the procedures to seek authorization under an individual permit; (b) that the activity is authorized under the NWP subject to the applicant's submission of a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal; or (c) that the activity is authorized under the NWP with specific modifications or conditions. Where the district engineer determines that mitigation is required to ensure no more than minimal adverse environmental effects, the activity will be authorized within the 45-day PCN period (unless additional time is required to comply with general conditions 18, 20, and/or 31), with activity-specific conditions that state the mitigation requirements. The authorization will include the necessary conceptual or detailed mitigation plan or a requirement that the applicant submit a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal. When compensatory mitigation is required, no work in waters of the United States may occur until the district engineer has approved a specific mitigation plan or has determined that prior approval of a final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation.

E. Further Information

1. District engineers have authority to determine if an activity complies with the terms and conditions of an NWP.

2. NWPs do not obviate the need to obtain other federal, state, or local permits, approvals, or authorizations required by law.

3. NWPs do not grant any property rights or exclusive privileges.

4. NWPs do not authorize any injury to the property or rights of others.

5. NWPs do not authorize interference with any existing or proposed Federal project (see general condition 31).

F. Nationwide Permit Definitions

Best management practices (BMPs): Policies, practices, procedures, or structures implemented to mitigate the adverse environmental effects on surface water quality resulting from development. BMPs are categorized as structural or non-structural.

Compensatory mitigation: The restoration (re-establishment or rehabilitation), establishment (creation), enhancement, and/or in certain circumstances preservation of aquatic resources for the purposes of offsetting unavoidable adverse impacts which remain after all appropriate and practicable avoidance and minimization has been achieved.

Currently serviceable: Useable as is or with some maintenance, but not so degraded as to essentially require reconstruction.

Direct effects: Effects that are caused by the activity and occur at the same time and place.

Discharge: The term "discharge" means any discharge of dredged or fill material into waters of the United States.

Ecological reference: A model used to plan and design an aquatic habitat and riparian area restoration, enhancement, or establishment activity under NWP 27. An ecological reference may be based on the structure, functions, and dynamics of an aquatic habitat type or a riparian area type that currently exists in the region where the proposed NWP 27 activity is located. Alternatively, an ecological reference may be based on a conceptual model for the aquatic habitat type or riparian area type to be restored, enhanced, or established as a result of the proposed NWP 27 activity. An ecological reference takes into account the range of variation of the aquatic habitat type or riparian area type in the region.

Enhancement: The manipulation of the physical, chemical, or biological characteristics of an aquatic resource to heighten, intensify, or improve a specific aquatic resource function(s). Enhancement results in the gain of selected aquatic resource function(s), but may also lead to a decline in other aquatic resource function(s). Enhancement does not result in a gain in aquatic resource area.

Establishment (creation): The manipulation of the physical, chemical, or biological characteristics present to develop an aquatic resource that did not previously exist at an upland site. Establishment results in a gain in aquatic resource area.

High Tide Line: The line of intersection of the land with the water's surface at the maximum height reached by a rising tide. The high tide line may be determined, in the absence of actual data, by a line of oil or scum along shore objects, a more or less continuous deposit of fine shell or debris on the foreshore or berm, other physical markings or characteristics, vegetation lines, tidal gages, or other suitable means that delineate the general height reached by a rising tide. The line encompasses spring high tides and other high tides that occur with periodic frequency but does not include storm surges in which there is a departure from the normal or predicted reach of the tide due to the piling up of water against a coast by strong winds such as those accompanying a hurricane or other intense storm.

Historic Property: Any prehistoric or historic district, site (including archaeological site), building, structure, or other object included in, or eligible for inclusion in, the National Register of Historic Places maintained by the Secretary of the Interior. This term includes artifacts, records, and remains that are related to and located within such properties. The term includes properties of traditional religious and cultural importance to an Indian tribe or Native Hawaiian organization and that meet the National Register criteria (36 CFR part 60).

Independent utility: A test to determine what constitutes a single and complete non-linear project in the Corps Regulatory Program. A project is considered to have independent utility if it would be constructed absent the construction of other projects in the project area. Portions of a multi-phase project that depend upon other phases of the project do not have independent utility. Phases of a project that would be constructed even if the other

phases were not built can be considered as separate single and complete projects with independent utility.

Indirect effects: Effects that are caused by the activity and are later in time or farther removed in distance, but are still reasonably foreseeable.

Loss of waters of the United States: Waters of the United States that are permanently adversely affected by filling, flooding, excavation, or drainage because of the regulated activity. The loss of stream bed includes the acres of stream bed that are permanently adversely affected by filling or excavation because of the regulated activity. Permanent adverse effects include permanent discharges of dredged or fill material that change an aquatic area to dry land, increase the bottom elevation of a waterbody, or change the use of a waterbody. The acreage of loss of waters of the United States is a threshold measurement of the impact to jurisdictional waters or wetlands for determining whether a project may qualify for an NWP; it is not a net threshold that is calculated after considering compensatory mitigation that may be used to offset losses of aquatic functions and services. Waters of the United States temporarily filled, flooded, excavated, or drained, but restored to pre-construction contours and elevations after construction, are not included in the measurement of loss of waters of the United States. Impacts resulting from activities that do not require Department of the Army authorization, such as activities eligible for exemptions under section 404(f) of the Clean Water Act, are not considered when calculating the loss of waters of the United States.

Navigable waters: Waters subject to section 10 of the Rivers and Harbors Act of 1899. These waters are defined at 33 CFR part 329.

Non-tidal wetland: A non-tidal wetland is a wetland that is not subject to the ebb and flow of tidal waters. Non-tidal wetlands contiguous to tidal waters are located landward of the high tide line (i.e., spring high tide line).

Open water: For purposes of the NWPs, an open water is any area that in a year with normal patterns of precipitation has water flowing or standing above ground to the extent that an ordinary high water mark can be determined. Aquatic vegetation within the area of flowing or standing water is either non-emergent, sparse, or absent. Vegetated shallows are considered to be open waters. Examples of “open waters” include rivers, streams, lakes, and ponds.

Ordinary High Water Mark: The term ordinary high water mark means that line on the shore established by the fluctuations of water and indicated by physical characteristics such as a clear, natural line impressed on the bank, shelving, changes in the character of soil, destruction of terrestrial vegetation, the presence of litter and debris, or other appropriate means that consider the characteristics of the surrounding areas.

Perennial stream: A perennial stream has surface water flowing continuously year-round during a typical year.

Practicable: Available and capable of being done after taking into consideration cost, existing technology, and logistics in light of overall project purposes.

Pre-construction notification: A request submitted by the project proponent to the Corps for confirmation that a particular activity is authorized by nationwide permit. The request may be a permit application, letter, or similar document that includes information about the proposed work and its anticipated environmental effects. Pre-construction notification may be required by the terms and conditions of a nationwide permit, or by regional conditions. A pre-construction notification may be voluntarily submitted in cases where pre-construction notification is not required and the project proponent wants confirmation that the activity is authorized by nationwide permit.

Preservation: The removal of a threat to, or preventing the decline of, aquatic resources by an action in or near those aquatic resources. This term includes activities commonly associated with the protection and maintenance of aquatic resources through the implementation of appropriate legal and physical mechanisms. Preservation does not result in a gain of aquatic resource area or functions.

Re-establishment: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former aquatic resource. Re-establishment results in rebuilding a former aquatic resource and results in a gain in aquatic resource area and functions.

Rehabilitation: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural/historic functions to a degraded aquatic resource. Rehabilitation results in a gain in aquatic resource function, but does not result in a gain in aquatic resource area.

Restoration: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former or degraded aquatic resource. For the purpose of tracking net gains in aquatic resource area, restoration is divided into two categories: re-establishment and rehabilitation.

Riffle and pool complex: Riffle and pool complexes are special aquatic sites under the 404(b)(1) Guidelines. Riffle and pool complexes sometimes characterize steep gradient sections of streams. Such stream sections are recognizable by their hydraulic characteristics. The rapid movement of water over a course substrate in riffles results in a rough flow, a turbulent surface, and high dissolved oxygen levels in the water. Pools are deeper areas associated with riffles. A slower stream velocity, a streaming flow, a smooth surface, and a finer substrate characterize pools.

Riparian areas: Riparian areas are lands next to streams, lakes, and estuarine-marine shorelines. Riparian areas are transitional between terrestrial and aquatic ecosystems, through which surface and subsurface hydrology connects riverine, lacustrine, estuarine, and marine waters with their adjacent wetlands, non-wetland waters, or uplands. Riparian areas provide a variety of

ecological functions and services and help improve or maintain local water quality. (See general condition 23.)

Shellfish seeding: The placement of shellfish seed and/or suitable substrate to increase shellfish production. Shellfish seed consists of immature individual shellfish or individual shellfish attached to shells or shell fragments (i.e., spat on shell). Suitable substrate may consist of shellfish shells, shell fragments, or other appropriate materials placed into waters for shellfish habitat.

Single and complete linear project: A linear project is a project constructed for the purpose of getting people, goods, or services from a point of origin to a terminal point, which often involves multiple crossings of one or more waterbodies at separate and distant locations. The term "single and complete project" is defined as that portion of the total linear project proposed or accomplished by one owner/developer or partnership or other association of owners/developers that includes all crossings of a single water of the United States (i.e., a single waterbody) at a specific location. For linear projects crossing a single or multiple waterbodies several times at separate and distant locations, each crossing is considered a single and complete project for purposes of NWP authorization. However, individual channels in a braided stream or river, or individual arms of a large, irregularly shaped wetland or lake, etc., are not separate waterbodies, and crossings of such features cannot be considered separately.

Single and complete non-linear project: For non-linear projects, the term "single and complete project" is defined at 33 CFR 330.2(i) as the total project proposed or accomplished by one owner/developer or partnership or other association of owners/developers. A single and complete non-linear project must have independent utility (see definition of "independent utility"). Single and complete non-linear projects may not be "piecemealed" to avoid the limits in an NWP authorization.

Stormwater management: Stormwater management is the mechanism for controlling stormwater runoff for the purposes of reducing downstream erosion, water quality degradation, and flooding and mitigating the adverse effects of changes in land use on the aquatic environment.

Stormwater management facilities: Stormwater management facilities are those facilities, including but not limited to, stormwater retention and detention ponds and best management practices, which retain water for a period of time to control runoff and/or improve the quality (i.e., by reducing the concentration of nutrients, sediments, hazardous substances and other pollutants) of stormwater runoff.

Stream bed: The substrate of the stream channel between the ordinary high water marks. The substrate may be bedrock or inorganic particles that range in size from clay to boulders. Wetlands contiguous to the stream bed, but outside of the ordinary high water marks, are not considered part of the stream bed.

Stream channelization: The manipulation of a stream's course, condition, capacity, or location that causes more than minimal interruption of normal stream processes. A channelized jurisdictional stream remains a water of the United States.

Structure: An object that is arranged in a definite pattern of organization. Examples of structures include, without limitation, any pier, boat dock, boat ramp, wharf, dolphin, weir, boom, breakwater, bulkhead, revetment, riprap, jetty, artificial island, artificial reef, permanent mooring structure, power transmission line, permanently moored floating vessel, piling, aid to navigation, or any other manmade obstacle or obstruction.

Tidal wetland: A tidal wetland is a jurisdictional wetland that is inundated by tidal waters. Tidal waters rise and fall in a predictable and measurable rhythm or cycle due to the gravitational pulls of the moon and sun. Tidal waters end where the rise and fall of the water surface can no longer be practically measured in a predictable rhythm due to masking by other waters, wind, or other effects. Tidal wetlands are located channelward of the high tide line.

Tribal lands: Any lands title to which is either: 1) held in trust by the United States for the benefit of any Indian tribe or individual; or 2) held by any Indian tribe or individual subject to restrictions by the United States against alienation.

Tribal rights: Those rights legally accruing to a tribe or tribes by virtue of inherent sovereign authority, unextinguished aboriginal title, treaty, statute, judicial decisions, executive order or agreement, and that give rise to legally enforceable remedies.

Vegetated shallows: Vegetated shallows are special aquatic sites under the 404(b)(1) Guidelines. They are areas that are permanently inundated and under normal circumstances have rooted aquatic vegetation, such as seagrasses in marine and estuarine systems and a variety of vascular rooted plants in freshwater systems.

Waterbody: For purposes of the NWPs, a waterbody is a "water of the United States." If a wetland is adjacent to a waterbody determined to be a water of the United States, that waterbody and any adjacent wetlands are considered together as a single aquatic unit (see 33 CFR 328.4(c)(2)).

Stantec

Report of Geotechnical Exploration – REV1

Bridge ID: 021B00009N
KY-36 Over Lick Creek
Carroll County, Kentucky
Item No. 6-10037

June 11, 2024

Prepared for:

Kentucky Transportation Cabinet
Frankfort, Kentucky

Prepared by:

Stantec Consulting Services
Lexington, Kentucky

Stantec Consulting Services Inc.
3052 Beaumont Centre Circle, Lexington KY 40513-1703

June 11, 2024
File: REV1_rpt_001_let_178568003_021B00009N

Attention: Mr. Jordan Taliaferro, PE
AECOM
500 West Jefferson Street
Suite 1600
Louisville, KY 40202

Reference: Bridge ID: 021B00009N
KY-36 Bridge over Lick Creek
Carroll County, Kentucky
Item No. 6-10037

Dear Mr. Taliaferro,

Stantec Consulting Services Inc. (Stantec) is submitting the geotechnical engineering report for the referenced structure with this letter.

This report presents results of the field exploration along with our recommendations for the design and construction for the referenced bridge replacement. As always, we enjoy collaborating with your staff and if we can be of further assistance, please contact our office.

Respectfully,

Stantec Consulting Services Inc.

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Introduction
June 11, 2024

1.0 INTRODUCTION

The Kentucky Transportation Cabinet (KYTC) has initiated the Statewide Bridge Program Project Delivery (BPPD). The purpose of the program is to rehabilitate or replace bridges across the state. Bridges that have been identified as a part of the program are structures that are in a state of deterioration and have low load ratings that limit the movement of people and freight across the state.

This report addresses the geotechnical considerations for Bridge 021B00009N crossing KY-36 Over Lick Creek, located in Carroll County, Kentucky. The existing 4-span bridge over Lick Creek has an approximate length of 193 feet. The existing bridge location is identified with the blue ballon marker in Figure 1 below.

Figure 1. Google Image showing Project Site.

Available bridge plans prepared by the bridge designer show the replacement bridge to consist of a new 4-span structure with an approximate length of 197 feet. The plans also indicate that the new bridge will be constructed on an adjacent alignment just south of the existing bridge and KY-36. The new bridge is planned to be supported on driven piles to bedrock at the end bents and Pier 1. The two other interior piers (Nos 2 and 3) located to either side of Lick Creek are planned to be supported by shallow foundations bearing on bedrock.

2.0 SITE TOPOGRAPHY AND GEOLOGIC CONDITIONS

The new bridge location is situated within the Outer Bluegrass region of Kentucky, which is characterized by rolling hills and deeper valleys, with little flat land, except within some local floodplain valleys. The bedrock in this area is mostly composed of interbedded Ordovician limestones and shales and the shales tend to erode more quickly when exposed. The Bridge 021B00009N crossing KY-36 Over Lick Creek is located just west of Sanders, near the eastern limits of Carroll County. Local relief in the nearby area is less than 40 feet. The site of Bridge 021B00009N has an elevation of approximately 480 feet.

Available geologic mapping of the area is illustrated in the Geologic Map of the Sanders Quadrangle, North-Central Kentucky (GQ-1095) which indicates the overburden soils are Quaternary alluvium. The alluvial soils consist of clay, silt, sand, and gravel. The geologic mapping indicates that the overburden may be as thick as 40 feet along Lick Creek. The mapping suggests that the underlying bedrock is comprised of Point Pleasant Formation which contains interbedded limestone and shale.

No other detrimental geologic features are noted by the available mapping within the immediate vicinity of the proposed bridge replacement site.

3.0 FIELD INVESTIGATION

A geotechnical exploration was performed in December of 2023 and consisted of four sample borings, described herein as 021B00009N-1, -3, -4, and -7, and two soundings, herein as 021B00009N-2, and -6. Hole location No. 021B00009N-5 was originally targeted in close proximity to planned Pier 3; however, this boring location was not drilled because of the steep terrain next to Lick Creek and access constraints next to the creek. Stantec was able to access the site via separate field entrances from the south side of KY-36. Some of the boring locations were offset from their target locations in order to avoid marked underground sewer line utilities. The boring locations and surface elevations were obtained by the Bridging Kentucky TEAM.

A site vicinity map showing the project location is presented in Appendix A. Table 1 provides a summary of the latitude and longitude coordinate locations, elevations, and depths of the borings drilled for the proposed bridge replacement.

Table 1. Bridge Over Lick Creek– Summary of Borings

Hole No.	Latitude	Longitude	Station	Offset	Surface Elevation (ft.) MSL	Bottom of Hole	
						Depth (ft.)	Elevation (ft.) MSL
021B00009N-1	38.654087	-84.954050	507+38.6	11.1' Rt	470.4	36.3	434.1
021B00009N-2	38.654013	-84.954002	507+52.6	38.1' Rt	470.5	21.8	448.7
021B00009N-3	38.654068	-84.953867	507+91.0	17.8' Rt	471.2	32.6	438.6
021B00009N-4	38.654033	-84.953771	508+18.5	30.0' Rt	468.4	31.1	437.3
021B00009N-6	38.654104	-84.953340	509+41.3	3.3' Rt	474.5	25.5	449.0
021B00009N-7	38.654049	-84.953345	509+40.0	23.4' Rt	474.3	36.3	438.0

The borings were performed with a track-mounted drill rig (CME-45T) equipped with hollow-stem augers, and an automatic hammer. The field personnel performed soil sampling at five-foot intervals to obtain in situ strength data and specimens for subsequent laboratory classification testing and natural moisture content determinations. Undisturbed Shelby tube sampling was used to obtain soil samples with occasional Standard Penetration Testing (SPT) performed in apparent granular soils. Rock core sampling was conducted at four sample boring locations.

4.0 SUBSURFACE CONDITIONS

In general, the subsurface conditions observed in the test borings consist of about 20 to 26 feet of primarily lean clay soils, and of lesser instances of sandy lean clay, and clayey gravel with sand. These soil deposits are consistent with the alluvial deposits mapped along the Lick Creek. Shelby tubes were used to collect samples in the cohesive soils. Standard penetration test blow counts (N-values) of 6 and 7 blows per foot (bpf) were recorded in the soil deposits. N-values in excess of 50 bpf were recorded in most of the sample borings at the transition from soil to bedrock.

Based upon field measurements during drilling, immediate groundwater levels were detected at approximately 15.4 feet (Elev. 455.1) at Hole No. 021B00009N-2, and at approximately 23.1 feet (Elev. 451.4) at Hole No. 021B00009N-6. A static groundwater level from an observation well was recorded at approximately 16.7 feet (Elev. 457.8) at Hole No. 021B00009N-6. Groundwater should be expected to be encountered near the level of Lick Creek. Groundwater levels and/or conditions may vary, with time, according to the prevailing climate, rainfall, or other factors.

Based upon the site exploration and a review of the site geology, bedrock belonging to the Lexington Limestone Formation likely underlies the alluvium. This formation consists of light to medium gray, fine to medium grained texture, slightly weathered limestone interbedded with thin dark gray shale layers and partings was found in the locations where core borings were performed. The subsurface data sheets presented in Appendix B include a boring layout and the graphical logs for all borings drilled for this geotechnical exploration. A tabulation of the borings'

latitude and longitude coordinates, along with ground surface elevations are included in the Coordinate Submission Form in Appendix C.

5.0 LABORATORY TESTING AND RESULTS

Stantec performed laboratory testing on recovered soil samples from the borings. All laboratory tests were performed in accordance with the applicable American Association of State Highway and Transportation Officials (AASHTO) or Kentucky Methods for soil and rock testing specifications. Laboratory testing consisted of natural moisture content, grain size-sieve analyses (silt plus clay determinations), soil classification index testing, and unconfined compression testing on select undisturbed soil specimens.

The soil samples tested classified primarily as lean clay (CL) with clayey gravel (GC) at/near the soil-rock interface according to the Unified Soil Classification System and as A-6 and A-7-6 with lesser amounts of A-2-6 based upon the AASHTO classification system. Liquid limits ranged from 33 to the 46, with majority of samples having liquid limits in the upper thirties to low forties. Natural moisture content determinations conducted on SPT and Shelby tube specimens resulted in values ranging from 12 to 38 percent; with the natural moisture content values typically increasing with increasing depths. Results of the unconfined compression tests ranged from 540 psf to 5080 psf, with the values on the east side of the creek averaging higher than those on the west side.

Specific results of the laboratory testing are also presented next to the graphical logs in Appendix B.

6.0 ENGINEERING ANALYSES

6.1 GENERAL

This project will consist of replacing the existing 4-span bridge with a new 4-span bridge on an adjacent alignment. Any grading requirements or material placement that may be needed should be placed at 2H:1V slopes or flatter. Foundation support for the new bridge is expected to consist of driven H-piles at the end bents and Pier 1 and shallow foundations at Piers 2 and 3. Deep and shallow foundations for this project will be designed using the Load and Resistance Factor Design (LRFD) methodology. LRFD is a design approach in which applicable failure and serviceability conditions can be evaluated considering the uncertainties associated with loads and materials resistances. Where applicable, the following engineering analyses followed the current KYTC and AASHTO LRFD guidelines.

6.2 STEEL H-PILE ANALYSES

6.2.1 Pile Capacity

Based upon depths to top of rock, steel H-piles driven to bedrock could be used at the end bents and at the interior Pier 1 location. As noted in Sections 3 and 4 of this report, the existing depth of overburden soils at the boring locations varies from about 20 to 26 feet below the existing ground surface.

Due to the nature of the soil deposits and the subsurface conditions observed at the site an axial resistance factor (Φ_c) of 0.6 is recommended for good driving conditions as outlined in Section 6.5.4.2 of the current LRFD Design Specifications. Preliminary plans indicate that HP12x53 steel piles will be used for the foundations. Using φ_c = 0.6, the estimated total factored axial resistance for 12x53 H-piles is 465.0 kips.

6.2.2 Hammer Energy

Static pile analyses were conducted to estimate the ultimate driving resistance that a 12-inch steel H-pile would experience during the installation process. Drivability analyses were performed at End Bent 2 where the overburden is about 26 feet. The analyses were performed using guidelines presented in the FHWA "Soils and Foundations Workshop Manual".

The soil column contributing to driving resistance at End Bent 2 includes proposed embankment material and foundation soils down to bedrock. The results of FHWA research and other literature regarding pile installation indicate that significant reductions in skin resistances occur during pile driving, primarily due to the dynamics of the installation process. Soils are remolded and pore water pressures apparently increase, causing reductions in shear strengths. The driving resistances were estimated under the condition that no interruptions, and therefore no pile "set" characteristics would be experienced during the driving process.

The drivability analyses were conducted using the GRLWEAP (Version 2014) computer program for steel H-piles driven to bedrock. To perform the drivability analyses, two situations were modeled. The first one involved determining the minimum hammer energy which would drive the H-piles to refusal on bedrock without excessive blows. This condition would show the minimum hammer energy necessary to drive the piles to bedrock. The second part of the analyses would determine what the maximum hammer energy needed to drive the piles to refusal, and without damage to the pile. The 2016 FHWA publication titled "Design and Construction of Driven Pile Foundations – Volume I (FHWA-NHI-16-009)" defines a reasonable range of hammer blows to be between 30 and 120 blows per foot for a steel H-pile. Where 120 blows per foot or 10 blows per inch is considered refusal driving conditions by many hammer manufacturers. The results of the drivability analyses indicate that a hammer with a minimum energy of about 20 foot-kips and a maximum energy of 27 foot-kips will be required to drive a 12x53 steel H-pile to practical refusal without encountering excessive blow counts or damaging the pile. Reduced fuel settings may be required to limit compressive stresses during driving if the same hammer is used on End Bent 1 and Pier 1.

6.3 BEARING CAPACITY FOR SPREAD FOOTINGS ON BEDROCK

Based upon guidance provided in NAVFAC DM 7.2. page 7.2-142, a presumptive allowable bearing resistance of 15 ksf is recommended for spread footings bearing on competent, unweathered limestone. This value was selected to account for potential slightly weathered zones and shale inclusions at the anticipated bearing elevation.

Borings were not able to be performed at Pier Lines 2 and 3 due to the steep terrain and heavily wooded embankments. It is assumed that the top of bedrock conditions at these pier locations are similar to what was encountered at the other borings. Top of rock elevations at the interior piers are unknown.

6.4 DRILLED SHAFT ANALYSES

Drilled shaft options were also evaluated as a foundation type for the two pier locations on either side of Lick Creek (Piers 2 and 3). A geotechnical engineer performed axial analyses for 3.5, 4.0, and 4.5-foot diameter rock sockets at the pier locations. Drilled shaft foundations on this project will be designed using the Load and Resistance Factor Design (LRFD) methodology. Where applicable, the engineering analyses followed the current AASHTO LRFD methods and KYTC guidelines. It should be understood that the soil and rock parameters used in the analyses were developed from the borings performed for this project. Because of access constraints, no borings were performed at the planned pier locations.

It is assumed that the soil and bedrock conditions at the interior piers are similar to what was encountered at the other boring locations. Actual top of rock elevations at the interior piers are unknown.

The selection of LRFD resistance factors for drilled shafts involves an evaluation of the type of loading (axial compression versus uplift) and the variability and reliability of models or methodologies used to determine nominal resistance. Table 2 summarizes the applicable analysis methodologies as well as the resistance factors recommended by the AASHTO LRFD Bridge Design Specifications, 9th Edition, 2020.

Table 2. LRFD Resistance Factors for Drilled Shaft Analyses

Loading Condition	Resistance Mechanism	Analysis Methodology	Resistance Factor[a] (ϕ)
Nominal Axial Compressive Resistance of Single Drilled Shaft	Side Friction in Rock	Kulhawy et al. (2005). Brown et al. (2010)	0.55
	End Bearing in Rock	Canadian Geotechnical Society (1985); Brown et al. (2010)	0.50
Uplift Resistance of Single Drilled Shafts	Rock	Kulhawy et al. (2005). Brown et al. (2010)	0.40

Horizontal Geotechnical Resistance of Single Shaft or Shaft Group	All Materials	1.0

a. From AASHTO LRFD Bridge Design Specifications, 9th Edition, Table 10.5.5.2.4-1.

Based on the subsurface conditions encountered in the borings and the provided top of shaft elevation of about 453 feet, we anticipate that a section of either temporary or permanent casing seated approximately 1-foot into the bedrock will be required to construct the drilled shafts. The minimum shaft tip depth considers the approximately 1-foot cased zone that should not be utilized in the drilled shaft resistance analysis.

6.4.1 Side and End Resistance of Shafts in Bedrock

Stantec utilized the procedures outlined in the Federal Highway Administration Publication No. FHWA-NHI-10-016 and AASHTO LRFD Bridge Design Specifications, 9th Edition to estimate axial resistances of drilled shafts. Refer to Appendix D for drilled shaft nominal axial resistances estimates for the interior pier locations. For drilled shafts bearing in bedrock, Section GT-605-5 of the KYTC Geotechnical Manual recommends that weathered bedrock be neglected from the drilled shaft axial resistance.

6.4.1.1 Strength Limit State

Stantec estimated factored resistances for the strength limit state by deriving nominal side and end resistance of drilled shafts in bedrock based on the results of the field explorations and laboratory testing programs conducted. The nominal side resistance (q_s) and end resistance (q_p) of drilled shafts in bedrock was determined in accordance with of the AASHTO LRFD Bridge Design Section 10.8.3.5.4. Using a design concrete strength of 4,000 psi (KYTC Standard Specifications Sect. 601.03.03 - Class D), the nominal side resistance (q_s) and nominal end bearing resistance (q_p) were determined to be 34.9 ksf (based on the concrete strength) and 721ksf, respectively for the limestone bedrock.

The appropriate resistance factors (Table 2 above) were then applied to the nominal side and end bearing resistances to arrive at the total factored axial resistance. The calculated drilled shaft capacity tables are presented in Appendix D.

The mechanisms of side and base load transfer are complex and can only be modeled accurately through the use of sophisticated numerical methods, such as finite-element or boundary-element methods. Given the estimated rock strength and the nominal side resistance limitation of the concrete strength the shaft designer should consider utilizing the combination of side resistance and end bearing resistance for the total shaft resistance. KYTC recommends that drilled shafts have a minimum socket length of two times the shaft diameter.

6.4.1.2 Service Limit State

Stantec determined resistance values for the service limit state using the same procedures outlined above except a Factor of Safety (FS) of 3.0 was applied to the nominal axial capacity in order to arrive at the combined service limit state resistance. The Service Limit State resistances will be used by the Designer for the evaluation of lateral deflection.

6.4.1.3 Extreme Limit State

Stantec also determined resistance values for the extreme limit state using the same procedures outlined above except a resistance factor of 1.0 (2020 Edition of the AASHTO LRFD Bridge Design Specifications, Section 10.5.5.3.2) was applied to the nominal axial resistance in order to arrive at the combined extreme limit state axial resistance. Refer to the drilled shaft resistance tables presented in Appendix D for specific capacities with respect to depth.

6.4.2 Lateral Analyses of Shafts

The lateral analyses for the drilled shafts are being performed by the Designer. Appendix E provides Idealized Subsurface Profiles that outline the recommended soil and rock parameters for use in lateral load analyses. Lateral load analysis should ignore support from soil above the estimated scour line. If a scour estimate is not provided, ignore all soil support.

6.4.3 Uplift

Uplift analyses were performed using the strength limit state. In accordance with AASHTO, the resistance factor used for the side friction for uplift loading is 0.4, corresponding to uplift resistance of single-drilled shafts. Uplift analysis was also determined for the extreme limit state and utilized a resistance factor of 0.8 (AASHTO LRFD Specification, Section 10.5.5.3.2). Refer to Appendix D for tables showing the total factored uplift resistance.

6.5 SCOUR CONSIDERATIONS AND ANALYSES

6.5.1 Soil

The soils encountered at the planned substructure element locations within the Lick Creek flood plain consist of lean clays with varying amounts of sand and gravel. A soil's susceptibility to scour is commonly determined by analyzing its particles size distribution. A soil's "D_{50}" and "D_{95}" values, defined as the grain diameter (in millimeters) below which 50 percent and 95 percent of the sample is smaller, are used in analyses to predict the amount of scour that could occur in that soil for a given flow condition. Once the scour results have been completed, the pile cap, if applicable should be placed below the scour depth or the foundations should be designed to accommodate an unsupported length to the base of the scour zone. Spread footings should also be placed below the scour depth. Values of D_{50} and D_{95} are presented adjacent to the boring logs on the Subsurface Data Sheets in Appendix B and may be used for applicable scour analyses to be performed by others.

6.5.2 Bedrock

The susceptibility of a bedrock unit to scour is based upon reviews of the lithology, core recoveries, RQD values (KY method) and SDI/Jar Slake values (where applicable). By KYTC guidelines, if the **KY RQD** for a rock unit is below 25 percent, then the rock should be considered potentially scourable. The KY RQD values are presented adjacent to the boring logs on the accompanying Subsurface Data Sheets and may be used for applicable scour analyses to be performed by others.

6.6 SEISMIC DESIGN CONDISDERATIONS

In accordance with guidelines provided by the KYTC Division of Structural Design manual, seismic design criteria were obtained from the Kentucky Transportation Center (KTC) Research Report KTC-07-07/SPR246-02-6F. This report contains ground-motion hazard maps from which seismic parameters for a maximum credible earthquake (MCE) can be estimated for bridge design.

Based on AASHTO Table 3.10.3.1-1 Site Class Definitions Stantec conducted a review of the soil profile data for the borings completed for this exploration. In general, the soil profile over the explored depths and additional depth of rock to 100 feet consists of about 25 feet of cohesive soils overlying about 75 feet of bedrock. Based on the predominantly bedrock profile a **Site Class D** should be used to determine Site Factors. From the KTC Spreadsheet, Seismic Input Data for Kentucky Counties, November 2011, the Site Factor values for F_{PGA}, F_a, and F_v are 2.0, 2.0, and 3.0, respectively. The Site Factors are combined with the values from the MCE figures to produce an Acceleration Coefficient S_{D1} of 0.03. The Acceleration Coefficient is then compared to the ranges in AASHTO Table 3.10.6-1 to determine the Seismic Zone. Based on the analysis the site **Seismic Zone is 1**.

6.7 APPROACH EMBANKMENTS

It is anticipated that the approach embankments for this bridge will be created from local fill sources. Based on the provided bridge profile fill heights, about 9 to 10 feet and 4 to 5 feet are anticipated at End Bents 1 and 2, respectively. Due to the relatively minor amounts of fill (i.e., less than 20 feet), slope stability and embankment settlement was not analyzed.

7.0 FOUNDATION SYSTEM RECOMMENDATIONS

Stantec developed the following recommendations based upon reviews of available data, information obtained during the field exploration, results of laboratory testing and engineering analyses, and discussions with TEAM personnel.

7.1 GENERAL

7.1.1 Foundation excavations should be properly braced/shored to provide adequate safety to people working in or around the excavations. Bracing should be performed in accordance with applicable federal, state, and local guidelines.

7.1.2 **A plan note should be included by the designer** that indicates that temporary shoring, sheeting, cofferdams, and/or dewatering methods may be required to facilitate foundation construction. It should be anticipated that groundwater will be encountered at foundation locations within the flood plain.

7.2 STEEL H-PILE FOUNDATIONS

7.2.1 The following table provides recommended pile lengths applicable at the referenced substructure element locations. It is estimated that 12x53 H-pile foundations are being planned for use in supporting the new bridge substructure elements.

Table 3. Summary of Pile Foundations

Sub-Structure Location	Foundation Type	Total Factored Axial Resistance (kips)	Top of Rock (ft) MSL	Approximate Pile Length [a] (ft)
End Bent 1	12x53 H-Piles	465	448.1	26.6
Pier 1	12x53 H-Piles	465	448.7	26.0
End Bent 2	12x53 H-Piles	465	448.5	25.5

a. Approximate Pile Length assumes top of pile is 2-ft into the cap.

7.2.2 **A plan note should be included by the designer** which states the following hammer criteria: At the End Bent and Pier 1 locations, a diesel pile driving hammer with a rated energy between 20 foot-kips and 27 foot-kips will be required to drive 12x53 steel H-piles to practical refusal without encountering excessive blow counts or overstressing the piles in compression. The Contractor shall submit the proposed pile driving system to the Engineer for approval prior to the installation of the first pile. Approval of the pile driving system by the Engineer will be subject to satisfactory field performance of the pile driving procedures.

7.2.3 Stantec understands that end bearing piles are being driven to practical refusal. **A plan note should be included by the designer** which indicates: In accordance with KYTC Standard Specifications, Section 604.03.07(C)-Case I, the minimum blow requirements may be reached after total penetration becomes ¼ inch or less for five consecutive blows, practical refusal is obtained after the pile is struck an additional five blows with total penetration of ¼ inch or less. Advance the production piling to the driving resistances specified above and to depths determined by test pile(s) and subsurface data sheet(s). Immediately cease driving operations if the pile visibly yields or becomes damaged during driving.

7.2.4 The design and installation of the pile foundations should conform to current AASHTO LRFD Bridge Design Specifications, and Section 604 of the current edition of the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction.

7.2.5 The Kentucky Transportation Cabinet recommends that protective pile points be used on end bearing piles to allow for embedment into the top of bedrock. Use of reinforced pile points capable of penetrating boulders and hard layers which may be encountered is recommended. Installation of pile points should be in accordance with Section 604 of the Kentucky Standard Specifications for Road and Bridge Construction, current edition.

7.2.6 The AASHTO LRFD Bridge Design Specifications recommend a resistance factor for horizontal geotechnical resistance of a single pile or pile group of 1.0 for lateral capacity analyses.

7.2.7 The 2020 AASHTO LRFD Bridge Design Specifications recommends axial resistance factors based on pile driving conditions (good or severe driving conditions). Based on the general subsurface conditions encountered across the project, it is anticipated that there will be good pile driving conditions.

Therefore, it is recommended that the axial resistance of piles in compression (φ_c) used in design be 0.60. Further, the combined axial and flexural resistance factors for design should be φ_c = 0.70 and φ_f = 1.00 as noted in Section 6.5.4.2 of the referenced AASHTO specifications.

7.2.8 It is recommended that a center-to-center pile spacing of no less than 2.5 pile diameters be used in the layout and design of the pile foundations.

7.3 SPREAD FOOTING FOUNDATIONS

7.3.1. Based upon the conditions encountered at Borings 021B00009N-4, N-6, and N-7, and following a review of available plans for the planned bridge, Stantec recommends that the interior piers could be supported by spread footings bearing on bedrock. For Piers 2 and 3 the spread footings on bedrock should be sized at the service limit state using a presumptive bearing resistance of 15 ksf, with an initial estimated bearing elevation of 446.5 (about 2 feet below top of rock). Potential variations in the top of bedrock could require additional bedrock excavation or stepped foundations in order to adequately embed the foundations in the bedrock.

7.3.2. **A plan note should be included by the** designer that indicates that bedrock excavation will be required for installation of the substructure's spread footings.

7.3.3. **A plan note should be included by the** designer that indicates that the bearing elevation of footings may be adjusted at the discretion of the Engineer if competent, unweathered bedrock is found at a higher or lower elevation than specified for the respective substructure element. A minimum embedment depth of one foot into competent rock must be maintained. The plan note should also state that the base of new footings must be placed on

unweathered bedrock a minimum of two feet below any adjacent ditchline and two feet below the base of any previously constructed footing.

7.3.4. Prior to placement of any concrete or reinforcing steel in a foundation excavation, the excavation bottom should be clean, and all soft, wet, or loose materials should be removed. In no case should concrete be placed upon compressible or water-softened materials. Any clay seams or suspect weak materials at or near the bearing elevation will need to be undercut and replaced with mass concrete.

7.3.5. **A plan note should be included by the** designer indicating that footings should be placed as soon as practical after completion of the footing excavation. If the bedrock becomes softened at the bearing elevation, the softened material should be undercut to unweathered material prior to placement of reinforcing steel and concrete. Seasonal groundwater fluctuations may cause groundwater infiltration into the footing excavation, and dewatering may be necessary.

7.4 DRILLED SHAFT FOUNDATIONS

7.4.1 To reduce the risk of collapsing soils and groundwater infiltration during construction, we recommend the Contractor use a temporary or permanent casing from the top of shaft to the top of unweathered bedrock and use an uncased rock socket which is 6 inches smaller than the inside diameter of the permanent casing.

7.4.2 Unless otherwise specified, it is recommended that construction methods and materials used for drilled shaft installations be in accordance with the current KYTC "Special Note for Drilled Shafts".

7.4.3 **A plan note should be included by the Designer:** Pre-construction cores shall be performed at each of the Pier 2 and Pier 3 drilled shaft locations. The pre-construction cores shall be performed at the center of each drilled shaft location and shall extend a minimum depth of 3 shaft diameters but not less than 10 feet below the bottom of the anticipated tip of drilled shaft excavation as shown on the plans" in accordance with Section 3.5 of the Special Note for Drilled Shafts. The rock cores obtained during the geotechnical exploration will be reviewed by the geotechnical engineer of record to evaluate the suitability of the drilled shaft as designed. This ensures that enough information is available in the event that the shaft tips need to be extended deeper during construction.

7.4.4 **A plan note should be included by the Designer:** Drilled shafts shall be constructed in accordance with the Special Note for Drilled Shafts. Include all costs (labor, equipment, and materials including spiral and longitudinal reinforcement, reinforcement splices, mechanical couplers, concrete, and temporary or permanent casing) associated with the drilled shafts in the unit price bid for Drilled Shaft, Common or Solid Rock, as applicable.

8.0 CLOSING

8.1 The conclusions and recommendations presented herein are based on data and subsurface conditions from the six borings performed for the geotechnical exploration using that degree of care and skill ordinarily exercised under similar circumstances by competent members of the engineering profession. No warranties can be made regarding the continuity of conditions between borings.

8.2 General soil and rock descriptions and indicated boundaries are based on an engineering interpretation of all available subsurface information and may not necessarily reflect the actual variation in subsurface conditions between borings and samples.

8.3 The observed water levels and/or conditions indicated on the boring logs are as recorded at the time of exploration. These water levels and/or conditions may vary considerably, with time, according to the prevailing climate, rainfall, tail water elevations or other factors and are otherwise dependent on the duration of and methods used in the exploration program.

8.4 Stantec exercised sound engineering judgment in preparing the subsurface information presented herein. This information has been prepared and is intended for design and estimating purposes. Its presentation on the plans or elsewhere is for the purpose of providing intended users with access to the same information. This subsurface information interpretation is presented in good faith and is not intended as a substitute for independent interpretations or judgments of the Contractor.

8.5 All structure details shown herein are for illustrative purposes only and may not be indicative of the final design conditions shown in the contract plans.

APPENDIX A
SITE MAP

SUBSURFACE DATA

LOCATION MAP

0' 500' 1000' 2000'

SHEET 1 OF 3

COMMONWEALTH OF KENTUCKY
DEPARTMENT OF HIGHWAYS

REVISION	DATE

PREPARED BY Stantec

DATE: MARCH 11, 2024	CHECKED BY
DESIGNED BY: D. PLEIMAN	A. CRACE
DETAILED BY: P. BOND	D. PLEIMAN

LOCATION MAP

CROSSING: LICK CREEK

ROUTE: KY-36

ITEM NO.: 6-10037

SHEET NO.:

COUNTY OF: CARROLL

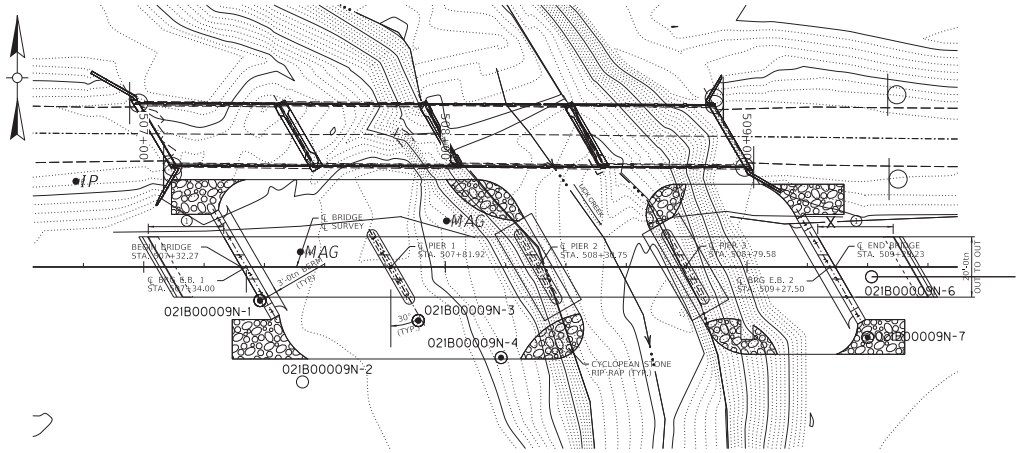
DRAWING NUMBER: 28822

MicroStation v10.13.1.1 USER: PBond DATE PLOTTED: 3/11/2024 2:49 PM

FILE NAME: \\US0243-PPFSS01\WORKGROUP\1785\ACTIVE\178568003\GEOTECHNICAL\DRAWING\SHEETS\021B00009N\021B00009N_LOCMAP.DGN

APPENDIX B
SUBSURFACE DATA SHEETS

SUBSURFACE DATA



SCALE: 1"=20'

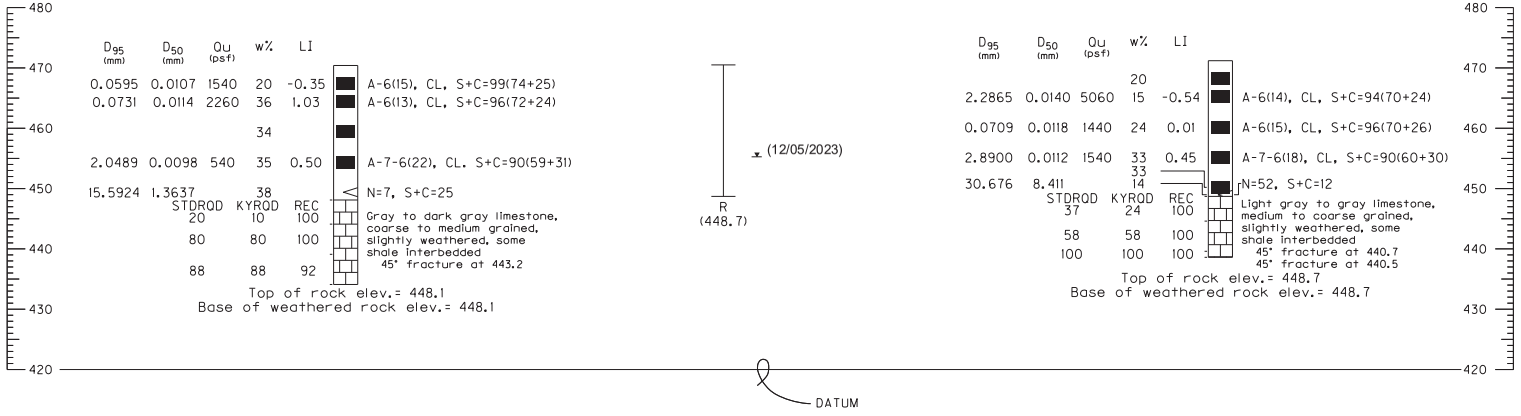
PLAN

0' 20' 40' 80'

INTEGRAL END BENT 1
APPROXIMATE ROADWAY GRADE ELEV. 479.0'

PIER 1
APPROXIMATE ROADWAY GRADE ELEV. 478.8'

Hole No.	021B00009N-1	021B00009N-2	021B00009N-3
Location	507+38.6	507+52.6	507+91.0
Offset	11.1' RT.	38.1' RT.	17.8' RT.
Elev.	470.4'	470.5'	471.2'



VERTICLE SCALE: 1"=10'

0' 10' 20' 40'

NOTES:

1. THIS SHEET PRESENTS GEOTECHNICAL DATA AND RECOMMENDATIONS. REFER TO PROJECT PLANS, PROFILES, AND CROSS SECTIONS FOR FINAL ALIGNMENT AND GRADE.
2. SURFACE ELEVATIONS ARE REFERENCED TO MEAN SEA LEVEL.
3. ALL STANDARD PENETRATION TESTING PERFORMED FOR STRUCTURE BORINGS DEPICTED ON THIS SHEET WERE DONE UTILIZING AN AUTOMATIC HAMMER.

COMMONWEALTH OF KENTUCKY
DEPARTMENT OF HIGHWAYS

REVISION	DATE

PREPARED BY Stantec

DATE: MARCH 11, 2024	CHECKED BY	BORING LAYOUT & LOGS	
DESIGNED BY: D. PLEIMAN	A.CRACE/L.ARDUZ	CROSSING: LICK CREEK	ROUTE: KY-36
DETAILED BY: P.BOND	D. PLEIMAN		ITEM NO.: 6-10037 SHEET NO.

COUNTY OF: CARROLL
DRAWING NUMBER: 28822

MicroStation v10.13.1.1 USER: PBond DATE PLOTTED: 3/31/2024 8:14 AM
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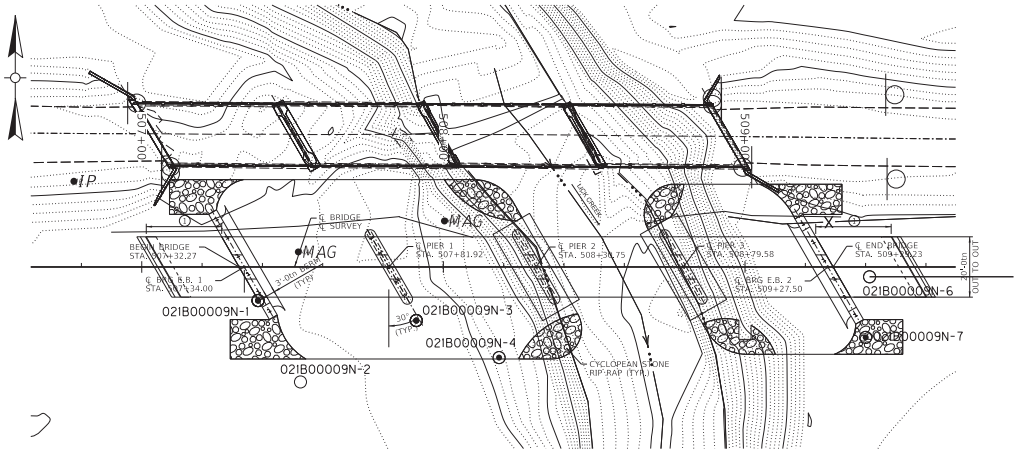
SUBSURFACE DATA



SCALE: 1"=20'

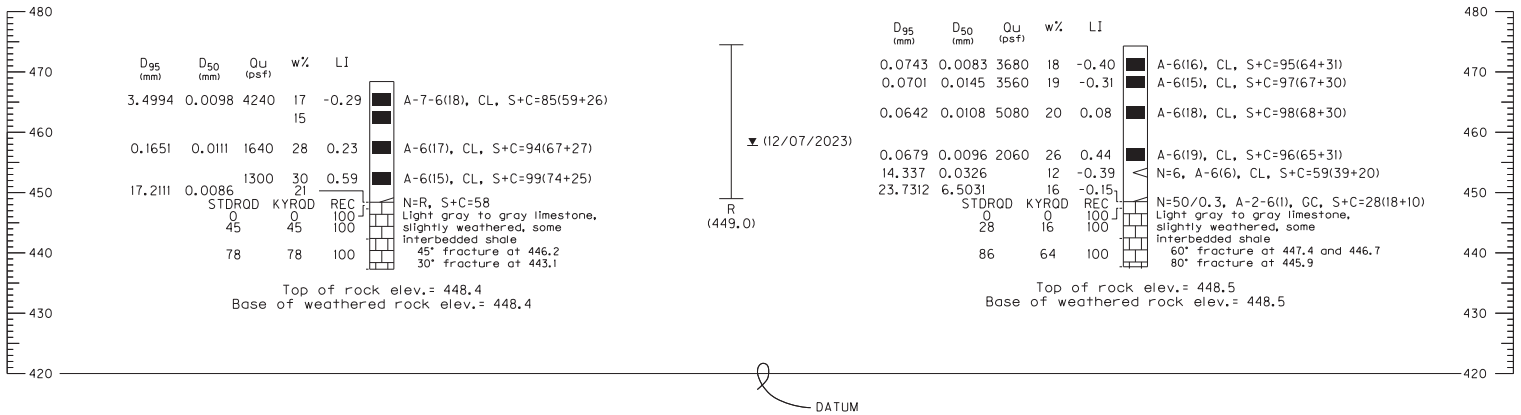
0' 20' 40' 80'

PLAN

PIER 2
APPROXIMATE ROADWAY GRADE ELEV. 478.5'

PIER 3 & INTEGRAL END BENT 2
APPROXIMATE ROADWAY GRADE ELEV. 478.1'

Hole No.	021B00009N-4	021B00009N-6	021B00009N-7
Location	508+18.5	509+41.3	509+40.0
Offset	30.0' RT.	3.3' RT.	23.4' RT.
Elev.	468.4'	474.5'	474.3'



021B00009N-4

D_{95} (mm)	D_{50} (mm)	Q_U (psf)	w%	LI	
3.4994	0.0098	4240	17	-0.29	A-7-6(18), CL, S+C=85(59+26)
			15		
0.1651	0.0111	1640	28	0.23	A-6(17), CL, S+C=94(67+27)
		1300	30	0.59	A-6(15), CL, S+C=99(74+25)
17.2111	0.0086		21		
	STDROD	KYROD	REC		N=R, S+C=58
	0	0	100		Light gray to gray limestone, slightly weathered, some interbedded shale
	45	45	100		
	78	78	100		45° fracture at 446.2 30° fracture at 443.1

Top of rock elev.= 448.4
Base of weathered rock elev.= 448.4

021B00009N-7

D_{95} (mm)	D_{50} (mm)	Q_U (psf)	w%	LI	
0.0743	0.0083	3680	18	-0.40	A-6(16), CL, S+C=95(64+31)
0.0701	0.0145	3560	19	-0.31	A-6(15), CL, S+C=97(67+30)
0.0642	0.0108	5080	20	0.08	A-6(18), CL, S+C=98(68+30)
0.0679	0.0096	2060	26	0.44	A-6(19), CL, S+C=96(65+31)
14.337	0.0326		12	-0.39	N=6, A-6(6), CL, S+C=59(39+20)
23.7312	6.5031		16	-0.15	
	STDROD	KYROD	REC		N=50/0.3, A-2-6(1), GC, S+C=28(18+10)
	0	0	100		Light gray to gray limestone, slightly weathered, some interbedded shale
	28	16	100		
	86	64	100		60° fracture at 447.4 and 446.7 80° fracture at 445.9

Top of rock elev.= 448.5
Base of weathered rock elev.= 448.5

VERTICLE SCALE: 1"=10'

0' 10' 20' 40'

NOTES:

1. THIS SHEET PRESENTS GEOTECHNICAL DATA AND RECOMMENDATIONS. REFER TO PROJECT PLANS, PROFILES, AND CROSS SECTIONS FOR FINAL ALIGNMENT AND GRADE.
2. SURFACE ELEVATIONS ARE REFERENCED TO MEAN SEA LEVEL.
3. ALL STANDARD PENETRATION TESTING PERFORMED FOR STRUCTURE BORINGS DEPICTED ON THIS SHEET WERE DONE UTILIZING AN AUTOMATIC HAMMER.
4. HOLE NO. 021B00009N-5 (NOT SHOWN) WAS PLANNED NEAR PROPOSED PIER 3, BUT IT WAS NOT DRILLED BECAUSE OF ACCESS CONSTRAINTS.

COMMONWEALTH OF KENTUCKY
DEPARTMENT OF HIGHWAYS

REVISION	DATE

PREPARED BY: Stantec

DATE: MARCH 11, 2024	CHECKED BY	BORING LAYOUT & LOGS	
DESIGNED BY: D. PLEIMAN	A.CRACE/L.ARDUZ	CROSSING: LICK CREEK	
DETAILED BY: P.BOND	D. PLEIMAN		

ROUTE	ITEM NO.	COUNTY OF
KY-36	6-10037	CARROLL
	SHEET NO.	DRAWING NUMBER
		28822

MicroStation v10.13.1.1 USER: PBond DATE PLOTTED: 3/31/2024 8:31 AM
FILE NAME: \\US0243-PPFSS01\WORKGROUP\1785\ACTIVE\178568003\GEOTECHNICAL\DRAWING\SHEETS\021B00009N\021B00009N_LOG1.DGN

APPENDIX C
COORDINATE DATA SUBMISSION

COORDINATE DATA SUBMISSION FORM
KYTC DIVISION OF STRUCTURAL DESIGN -- GEOTECHNICAL BRANCH

County Carroll
Date 2/11/2024
Road Number KY-36_OverLickCreek
Survey Crew / Consultant Stantec Consulting Services Inc.
Contact Person Luis Arduz, PE
Item # 6-10037
Mars #
Project # 178568003

Notes:

Elevation Datum NAVD88

HOLE NUMBER	LATITUDE (Decimal Degrees)	LONGITUDE (Decimal Degrees)	HOLE NUMBER	STATION	OFFSET	ELEVATION (ft)
021B00009N-1	38.654087	-84.95405	021B00009N-1	507+38.6	11.1' Rt.	470.4
021B00009N-2	38.654013	-84.954002	021B00009N-2	507+52.6	38.1' Rt.	470.5
021B00009N-3	38.654068	-84.953867	021B00009N-3	507+91.0	17.8' Rt.	471.2
021B00009N-4	38.654033	-84.953771	021B00009N-4	508+18.5	30.0' Rt.	468.4
021B00009N-6	38.654104	-84.95334	021B00009N-6	509+41.3	3.3' Rt.	474.5
021B00009N-7	38.654049	-84.953345	021B00009N-7	509+40.0	23.4' Rt.	474.3

APPENDIX D
DRILLED SHAFT RESISTANCE TABLES

DRILLED SHAFT AXIAL CAPACITY TABLE

Bridge 21B0009N, KY36 over Lick Creek
Piers 2 and 3

Drilled Shaft Diameter (ft) = 4 in overburden
Rock Socket Diameter (in) = 42
Rock Socket Diameter (ft) = 3.5

4/16/2024

Rock Socket Tip Depth (ft)		Nominal Unit Side Shear q_{ss} (ksf)	Nominal Unit End Bearing q_{eb} (ksf)	Nominal Side Resistance R_{sr} (kips)	Nominal End Resistance R_{eb} (kips)	Total Nominal Axial Resistance Q_{ut} (kips)	Service Limit State		Strength Limit State			Extreme Limit State		
							Total Allowable Bearing Capacity FS = 2 (kips)	**Total Allowable Bearing Capacity FS = 3 (kips)**	**Total Factored Side Resistance ϕR_{sr} (kips)**	**Total Factored End Bearing Resistance ϕR_t (kips)**	**Total Factored Uplift Resistance ϕR_{tu} (kips)**	**Total Factored Side Resistance ϕR_{sr} (kips)**	**Total Factored End Bearing Resistance ϕR_t (kips)**	**Total Factored Uplift Resistance ϕR_{tu} (kips)**
Top of Rock >>>	0.0	0.0	0.0	0	0	0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Cased	1.0	0.0	0.0	0	0	0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	2.0	34.9	721.0	384	6937	7321	**3660**	**2440**	**211**	**3468**	**153**	**384**	**6937**	**307**
	3.0	34.9	721.0	767	6937	7704	**3852**	**2568**	**422**	**3468**	**307**	**767**	**6937**	**614**
	4.0	34.9	721.0	1151	6937	8088	**4044**	**2696**	**633**	**3468**	**460**	**1151**	**6937**	**921**
	5.0	34.9	721.0	1535	6937	8472	**4236**	**2824**	**844**	**3468**	**614**	**1535**	**6937**	**1228**
	6.0	34.9	721.0	1919	6937	8856	**4428**	**2952**	**1055**	**3468**	**767**	**1919**	**6937**	**1535**
	7.0	34.9	721.0	2302	6937	9239	**4620**	**3080**	**1266**	**3468**	**921**	**2302**	**6937**	**1842**
Minimum Shaft Tip	8.0	34.9	721.0	2686	6937	9623	**4812**	**3208**	**1477**	**3468**	**1074**	**2686**	**6937**	**2149**
	9.0	34.9	721.0	3070	6937	10007	**5003**	**3336**	**1688**	**3468**	**1228**	**3070**	**6937**	**2456**
	10.0	34.9	721.0	3454	6937	10391	**5195**	**3464**	**1900**	**3468**	**1381**	**3454**	**6937**	**2763**
Bottom of Rock Core	11.0	34.9	721.0	3837	6937	10774	**5387**	**3591**	**2111**	**3468**	**1535**	**3837**	**6937**	**3070**

NOTE: A minimum shaft length of 2x rock socket diameter is recommended.
AASHTO 10.8.3.5.4c, the rock below the base of the drilled shaft to a depth of 2B must be known to evaluate joints and verify that no voids or cavities exist.

From AASHTO LRFD, 2020, 9th Edition
Table 10.5.5.2.4-1

D (ft.) =	3.5
Side Resistance in Rock =	0.55
Tip Resistance in Rock =	0.50
Uplift Resistance in Rock =	0.40
Extreme Limit Side & Tip Resistance =	1.00
Extreme Limit Uplift Resistance =	0.80

DRILLED SHAFT AXIAL CAPACITY TABLE

Bridge 21B0009N, KY36 over Lick Creek
Piers 2 and 3

Drilled Shaft Diameter (ft) = 4.5 in overburden
Rock Socket Diameter (in) = 48
Rock Socket Diameter (ft) = 4

4/16/2024

Rock Socket Tip Depth (ft)		Nominal Unit Side Shear q_{ss} (ksf)	Nominal Unit End Bearing q_{eb} (ksf)	Nominal Side Resistance R_{sr} (kips)	Nominal End Resistance R_{eb} (kips)	Total Nominal Axial Resistance Q_{ut} (kips)	Service Limit State		Strength Limit State			Extreme Limit State		
							Total Allowable Bearing Capacity FS = 2 (kips)	**Total Allowable Bearing Capacity FS = 3 (kips)**	**Total Factored Side Resistance ϕR_{sr} (kips)**	**Total Factored End Bearing Resistance ϕR_t (kips)**	**Total Factored Uplift Resistance ϕR_{tu} (kips)**	**Total Factored Side Resistance ϕR_{sr} (kips)**	**Total Factored End Bearing Resistance ϕR_t (kips)**	**Total Factored Uplift Resistance ϕR_{tu} (kips)**
Top of Rock >>>	0.0	0.0	0.0	0	0	0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Cased	1.0	0.0	0.0	0	0	0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	2.0	34.9	721.0	439	9060	9499	**4749**	**3166**	**241**	**4530**	**175**	**439**	**9060**	**351**
	3.0	34.9	721.0	877	9060	9937	**4969**	**3312**	**482**	**4530**	**351**	**877**	**9060**	**702**
	4.0	34.9	721.0	1316	9060	10376	**5188**	**3459**	**724**	**4530**	**526**	**1316**	**9060**	**1053**
	5.0	34.9	721.0	1754	9060	10815	**5407**	**3605**	**965**	**4530**	**702**	**1754**	**9060**	**1403**
	6.0	34.9	721.0	2193	9060	11253	**5627**	**3751**	**1206**	**4530**	**877**	**2193**	**9060**	**1754**
	7.0	34.9	721.0	2631	9060	11692	**5846**	**3897**	**1447**	**4530**	**1053**	**2631**	**9060**	**2105**
	8.0	34.9	721.0	3070	9060	12130	**6065**	**4043**	**1688**	**4530**	**1228**	**3070**	**9060**	**2456**
Minimum Shaft Tip	9.0	34.9	721.0	3509	9060	12569	**6284**	**4190**	**1930**	**4530**	**1403**	**3509**	**9060**	**2807**
	10.0	34.9	721.0	3947	9060	13007	**6504**	**4336**	**2171**	**4530**	**1579**	**3947**	**9060**	**3158**
Bottom of Rock Core	11.0	34.9	721.0	4386	9060	13446	**6723**	**4482**	**2412**	**4530**	**1754**	**4386**	**9060**	**3509**

NOTE: A minimum shaft length of 2x rock socket diameter is recommended.
AASHTO 10.8.3.5.4c, the rock below the base of the drilled shaft to a depth of 2B must be known to evaluate joints and verify that no voids or cavities exist.

From AASHTO LRFD, 2020, 9th Edition
Table 10.5.5.2.4-1

D (ft.) =	4
Side Resistance in Rock =	0.55
Tip Resistance in Rock =	0.50
Uplift Resistance in Rock =	0.40
Extreme Limit Side & Tip Resistance =	1.00
Extreme Limit Uplift Resistance =	0.80

DRILLED SHAFT AXIAL CAPACITY TABLE

Bridge 21B0009N, KY36 over Lick Creek
Piers 2 and 3

Drilled Shaft Diameter (ft) = 5 in overburden
Rock Socket Diameter (in) = 54
Rock Socket Diameter (ft) = 4.5

4/16/2024

Rock Socket Tip Depth (ft)		Nominal Unit Side Shear q_{ss} (ksf)	Nominal Unit End Bearing q_{eb} (ksf)	Nominal Side Resistance R_{sr} (kips)	Nominal End Resistance R_{eb} (kips)	Total Nominal Axial Resistance Q_{ut} (kips)	Service Limit State		Strength Limit State			Extreme Limit State		
							Total Allowable Bearing Capacity FS = 2 (kips)	**Total Allowable Bearing Capacity FS = 3 (kips)**	**Total Factored Side Resistance ϕR_{sr} (kips)**	**Total Factored End Bearing Resistance ϕR_t (kips)**	**Total Factored Uplift Resistance ϕR_{tu} (kips)**	**Total Factored Side Resistance ϕR_{sr} (kips)**	**Total Factored End Bearing Resistance ϕR_t (kips)**	**Total Factored Uplift Resistance ϕR_{tu} (kips)**
Top of Rock >>>	0.0	0.0	0.0	0	0	0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Cased	1.0	0.0	0.0	0	0	0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	2.0	34.9	721.0	493	11467	11960	**5980**	**3987**	**271**	**5734**	**197**	**493**	**11467**	**395**
	3.0	34.9	721.0	987	11467	12454	**6227**	**4151**	**543**	**5734**	**395**	**987**	**11467**	**789**
	4.0	34.9	721.0	1480	11467	12947	**6474**	**4316**	**814**	**5734**	**592**	**1480**	**11467**	**1184**
	5.0	34.9	721.0	1974	11467	13441	**6720**	**4480**	**1085**	**5734**	**789**	**1974**	**11467**	**1579**
	6.0	34.9	721.0	2467	11467	13934	**6967**	**4645**	**1357**	**5734**	**987**	**2467**	**11467**	**1974**
	7.0	34.9	721.0	2960	11467	14427	**7214**	**4809**	**1628**	**5734**	**1184**	**2960**	**11467**	**2368**
	8.0	34.9	721.0	3454	11467	14921	**7460**	**4974**	**1900**	**5734**	**1381**	**3454**	**11467**	**2763**
	9.0	34.9	721.0	3947	11467	15414	**7707**	**5138**	**2171**	**5734**	**1579**	**3947**	**11467**	**3158**
Minimum Shaft Tip	10.0	34.9	721.0	4440	11467	15907	**7954**	**5302**	**2442**	**5734**	**1776**	**4440**	**11467**	**3552**
Bottom of Rock Core	11.0	34.9	721.0	4934	11467	16401	**8200**	**5467**	**2714**	**5734**	**1974**	**4934**	**11467**	**3947**

NOTE: A minimum shaft length of 2x rock socket diameter is recommended.
AASHTO 10.8.3.5.4c, the rock below the base of the drilled shaft to a depth of 2B must be known to evaluate joints and verify that no voids or cavities exist.

From AASHTO LRFD, 2020, 9th Edition
Table 10.5.5.2.4-1

D (ft.) = 4.5
Side Resistance in Rock = 0.55
Tip Resistance in Rock = 0.50
Uplift Resistance in Rock = 0.40
Extreme Limit Side & Tip Resistance = 1.00
Extreme Limit Uplift Resistance = 0.80

APPENDIX E
IDEALIZED SOIL AND ROCK PROFILES

GENERAL SOIL AND BEDROCK PROFILE

KY-36 Bridge over Lick Creek
End Bent 1
Based on Boring 021B00009N-1

Approximate Elevation (ft)	Approximate Depth (ft)	Description STRATA: Description (USCS Classification)	Parameters	
470.4	0.0			
		Lean Clay (CL)	γ_t (lb/ft^3) = 110	
			γ_e (lb/ft^3) = 47.6	
			C_u (psf) = 950	
			K_S (lb/in^3) = 420	
			E_{50} = 0.009	
461.4	9.0			
		Lean Clay (CL)	γ_t (lb/ft^3) = 113	
			γ_e (lb/ft^3) = 50.6	
			C_u (psf) = 300	
			K_S (lb/in^3) = 320	
			E_{50} = 0.015	
454.4	16.0			
		Clayey Gravel (GC)	γ_t (lb/ft^3) = 110	
			γ_e (lb/ft^3) = 47.6	
			ϕ (^{o}) = 30	
			K_S (lb/in^3) = 36	(above water table)
			K_S (lb/in^3) = 30	(below water table)
448.1	22.3	Top of Rock		
		Interbedded Limestone & Shale		
434.1	36.3	Bottom of Hole		

Groundwater estimated at elevation 455

GENERAL SOIL AND BEDROCK PROFILE

KY-36 Bridge over Lick Creek
Pier 1
Based on Boring 021B00009N-3

Approximate Elevation (ft)	Approximate Depth (ft)	Description STRATA — Description (USCS Classification)	Parameters	
471.2	0.0			
		Lean Clay (CL)	γ_t (lb/ft^3) = 116	
			γ_e (lb/ft^3) = 53.6	
			C_u (psf) = 2500	
			K_S (lb/in^3) = 750	
			E_{50} = 0.005	
461.2	10.0			
		Lean Clay (CL)	γ_t (lb/ft^3) = 113	
			γ_e (lb/ft^3) = 50.6	
			C_u (psf) = 740	
			K_S (lb/in^3) = 380	
			E_{50} = 0.010	
450.2	21.0			
		Clayey Gravel (GC)	γ_t (lb/ft^3) = 110	
			γ_e (lb/ft^3) = 47.6	
			ϕ (^{o}) = 30	
			K_S (lb/in^3) = 36	(above water table)
			K_S (lb/in^3) = 30	(below water table)
448.7	22.5	Top of Rock		
		Interbedded Limestone & Shale		
438.6	32.6	Bottom of Hole		

Groundwater estimated at elevation 455

GENERAL SOIL AND BEDROCK PROFILE

KY-36 Bridge over Lick Creek
Pier 2
Based on Boring 021B00009N-4

Approximate Elevation (ft)	Approximate Depth (ft)	Description STRATA Description (USCS Classification)	Parameters
468.4	0.0		
		Lean Clay (CL)	γ_t (lb/ft^3) = 110 γ_e (lb/ft^3) = 47.6 C_u (psf) = 1450 K_S (lb/in^3) = 500 E_{50} = 0.007
453.4	15.0		
		Lean Clay (CL)	γ_t (lb/ft^3) = 120 γ_e (lb/ft^3) = 57.6 C_u (psf) = 650 K_S (lb/in^3) = 370 E_{50} = 0.010
448.4	20.0	Top of Rock	
		Interbedded Limestone & Shale	
437.3	31.1	Bottom of Hole	

Groundwater estimated at elevation 455

GENERAL SOIL AND BEDROCK PROFILE

KY-36 Bridge over Lick Creek
Pier 3 & End Bent 2
Based on Boring 021B00009N-7

Approximate Elevation (ft)	Approximate Depth (ft)	STRATA Description (USCS Classification)	Description Parameters		
474.3	0.0				
		Lean Clay (CL)	γ_t (lb/ft^3)	= 101	
			γ_e (lb/ft^3)	= 38.6	
			C_u (psf)	= 1750	
			K_S (lb/in^3)	= 580	
			E_{50}	= 0.006	
454.3	20.0				
		Lean Clay (CL)	γ_t (lb/ft^3)	= 105	
			γ_e (lb/ft^3)	= 42.6	
			C_u (psf)	= 1000	
			K_S (lb/in^3)	= 430	
			E_{50}	= 0.008	
451.3	23.0				
		Clayey Gravel (SC)	γ_t (lb/ft^3)	= 115	
			γ_e (lb/ft^3)	= 52.6	
			ϕ (^{o})	= 30	
			K_S (lb/in^3)	= 36	(above water table)
			K_S (lb/in^3)	= 30	(below water table)
448.5	25.8	Top of Rock			
		Interbedded Limestone & Shale			
438.0	36.3	Bottom of Hole			

Groundwater estimated at elevation 458

PART II

SPECIFICATIONS AND STANDARD DRAWINGS

STANDARD SPECIFICATIONS

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

11C

SPECIAL NOTE FOR DRILLED SHAFTS

1.0 DESCRIPTION. Furnish all equipment, materials and labor necessary for constructing reinforced concrete drilled shafts in cylindrically excavated holes according to the details shown on the plans or as the Engineer directs. Construct the shaft to the lines and dimensions shown on the plans, 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 Concrete. Use Class A Modified concrete unless otherwise shown on the plans. The slump at the time of placement shall be 6.5 to 9.5 inches, the coarse aggregate shall be size 67, 68, 78, 8 or 9M, and the water/cementitious material ratio shall not exceed 0.45. Include water reducing and retarding admixtures. Type F high range water reducers used in combination with retarding admixtures or Type G high range water reducers fully meeting trial batch requirements are permitted and Class F fly ash is permitted in conformance with Section 601. Design the mix such that the concrete slump exceeds 4 inches at 4 hours after batching. If the estimated concrete transport, plus time to complete placement, exceeds 4 hours, design the concrete to have a slump that exceeds 4 inches or more for the greater time after batching and demonstrate that the slump requirement can be achieved after the extended time period using a trial batch.

Perform trial batches prior to beginning drilled shaft construction in order to demonstrate the adequacy of the proposed concrete mix. Demonstrate that the mix to be used will meet the requirements for temperature, slump, air content, water/cementitious material ratio, and compressive strength. Use the ingredients, proportions and equipment (including batching, mixing, and delivery) to be used on the project. Make at least 2 independent consecutive trial batches of 3 cubic yards each using the same mix proportions and meeting all specification requirements for mix design approval. Submit a report containing these results for slump, air content, water/cement ratio, temperature, and compressive strength and mix proportions for each trial batch to the Engineer for review and approval. Failure to demonstrate the adequacy of the concrete mix, methods, or equipment to the Engineer is cause for the Engineer to require appropriate alterations in concrete mix, equipment, and/or method by the Contractor to eliminate unsatisfactory results. Perform additional trial batches required to demonstrate the adequacy of the concrete mix, method, or equipment.

2.2 Steel Reinforcement. Provide Grade 60 deformed bars conforming to Section 811 of the Standard Specifications. Rail steel is permitted for straight bars only. Place according to Section 602 of the Standard Specifications, this Special Note, and the plans. Use non-corrosive centering devices and feet to maintain the specified reinforcement clearances.

2.3 Casings. Provide casing meeting the requirements of ASTM A 252 Grade 2 or better unless otherwise specified. Ensure casing is smooth, clean, watertight, true and straight, and of ample strength to withstand handling, installation, and extraction stresses and the pressure of both concrete and the surrounding earth materials. Ensure the outside diameter of casing is not less than the specified diameter of shaft.

Use only continuous casings. Cut off the casing at the prescribed elevation and trim to within tolerances prior to acceptance. Extend casing into bedrock a sufficient distance to stabilize the shaft excavation against collapse, excessive deformation, and/or flow of water if required and/or shown on the plans.

Install from the work platform continuous casing meeting the design thickness requirements, but not less than 3/8 inch, to the elevations shown on the plans. When drilled

shafts are located in open water areas, extend casings above the water elevation to the plan tip elevation to protect the shaft concrete from water action during concrete placement and curing. All casing is permanent unless temporary casing is specified in the contract drawings or documents. Permanent casing is incidental to the applicable drilled shaft unit bid price unless noted otherwise in the contract. Temporary casing may be required for drilled shafts not socketed into bedrock. If temporary surface casings are used, extend each casing up to the work platform. Remove all temporary surface casing prior to final acceptance unless otherwise permitted by the Central Office Construction Engineer.

Ensure casing splices have full penetration butt welds conforming to the current edition of AWS D1.1 with no exterior or interior splice plates and produce true and straight casing.

2.4 Slurry. When slurry is to be used for installation of the Drilled Shaft, submit a detailed plan for its use and disposal. The plan should include, but not be limited to the following:

1) Material properties
2) Mixing requirements and procedures
3) Testing requirements
4) Placement procedures
5) Disposal techniques

Obtain the Central Office Division of Construction's approval for the slurry use and disposal plan before installing drilled shafts.

2.5 Tremies. Provide tremies of sufficient length, weight, and diameter to discharge concrete at the shaft base elevation. Ensure the tremie diameter is least 6 times the maximum size coarse aggregate to be used in the concrete mix and no less than 10 inches. Provide adequate wall thickness to prevent crimping or sharp bends that restrict concrete placement. Support tremies used for depositing concrete in a dry drilled shaft excavation so that the free fall of the concrete does not cause the shaft excavation to cave or slough. Maintain a clean and smooth tremie surface to permit both flow of concrete and unimpeded withdrawal during concrete placement. Do not allow any aluminum parts to contact the concrete. Construct tremies used to deposit concrete for wet excavations so that they are watertight and will readily discharge concrete.

2.6 Concrete Pumps. Provide pump lines with a minimum diameter of 5 inches and watertight joints.

2.7 Drop Chutes. Do not use aluminum drop chutes.

3.0 CONSTRUCTION.

3.1 Preconstruction.

3.1.1 Prequalification. The Department will require prequalification by the Division of Construction Procurement before accepting a bid for the construction of Drilled Shafts.

3.1.2 Pre-Bid Inspection. Inspect both the project site and all subsurface information, including any soil or rock samples, prior to submitting a bid. Contact the Geotechnical Branch (502-564-2374) to schedule a viewing of the subsurface information. Failure to inspect the project site and view the

subsurface information will result in the forfeiture of the right to file a claim based on site conditions and may result in disqualification from the project.

3.1.3 Drilled Shaft Installation Plan. Upon request, the Department will review a Drilled Shaft Installation Plan. Submit the plan no later than 45 calendar days prior to constructing drilled shafts. Items covered in this plan should include, but not be limited to the following:

1) Name and experience record of jobsite drilled shaft superintendent and foremen in charge of drilled shaft operations for each shift.
2) List and size of proposed equipment including cranes, drills, augers, bailing buckets, final cleaning equipment, de-sanding equipment, slurry pumps, core sampling equipment, tremies or concrete pumps, casings, etc.
3) Details of overall construction operation sequence and the sequence of shaft construction in the bents or groups.
4) Details of shaft excavation methods including methods to over-ream or roughen shaft walls, if necessary.
5) Details of slurry when the use of slurry is anticipated. Include methods to mix, circulate, and de-sand the proposed slurry. Provide details of proposed testing, test methods, sampling methods, and test equipment.
6) Details of proposed methods to clean shaft and inside of casing after initial excavation.
7) Details of reinforcement handling, lifting, and placement including support and method to center in shaft. Also include rebar cage support during concrete placement and temporary casing removal.
8) Details of concrete placement including procedures for concrete tremie or pump. Include initial placement, raising during placement, and overfilling of the shaft to expel contaminated concrete.
9) Required submittals including shop drawings and concrete design mixes.
10) Other information shown in the plans or requested by the Engineer.
11) Special considerations for wet construction.
12) Details of environmental control procedures to protect the environment from discharge of excavation spoil, slurry (natural and mineral), and concrete over-pour.

The Division of Construction will review the submitted procedure and provide comments and recommendations. The Contractor is responsible for satisfactory construction and ultimate performance of the Drilled Shaft.

3.2 General Construction. Construct drilled shafts as indicated in the plans or described in this Special Note by either the dry or wet method. When the plans describe a particular method of construction, use this method unless the Engineer permits otherwise. When the plans do not describe a particular method, propose a method on the basis of its suitability to the site conditions. Approval of this proposed method is contingent upon the satisfactory results of the technique shaft.

The construction of the first drilled shaft or technique shaft will be used to determine if the methods and equipment used by the contractor are sufficient to produce a completed shaft meeting the requirements of the plans and specifications. Ability to control dimensions and alignment of excavations within tolerances; to seal the casing into impervious materials; to prevent caving or deterioration of subsurface materials by the use of slurry or other means; to

properly clean the completed shaft excavation; to construct excavations in open water areas when required by the plans; to establish methods for belling or over-reaming when required by the plans; to determine the elevation of ground water; to satisfactorily handle, lift, place, and support the reinforcement cage; to satisfactorily place concrete meeting the specifications within the prescribed time frame; and to satisfactorily execute any other necessary construction operations will be evaluated during construction of the first shaft(s). Revise the methods and equipment as necessary at any time during the construction of the first shaft when unable to satisfactorily carry out any of the necessary operations described above or unable to control the dimensions and alignment of the shaft excavation within tolerances. Accurately locate technique so they may be used in the finished structure unless directed otherwise in the contract document or by the Engineer.

If at any time the Contractor fails to satisfactorily demonstrate, to the satisfaction of the Engineer, the adequacy of methods or equipment and alterations are required, additional technique shafts will be required at no additional cost to the Department and with no extension of contract time. Additional technique shafts shall be located as near as possible to the proposed production shafts but in a location as not to interfere with other construction activities. Once approval has been given to construct production shafts, no changes will be permitted in the methods or equipment used to construct the satisfactory shaft without written approval of the Engineer.

Do not make a claim against the Department for costs of construction delays, or any materials, labor, or equipment that may be necessary due to the Contractor's failure to furnish drilled shafts of a length sufficient to obtain the required bearing values, or for variations in length due to subsurface conditions that may be encountered. Soundings, boring logs, soil profiles, or other subsurface data included in the Contract documents are used by the Department for design and making preliminary estimates of quantities and should be used only at the risk of the Contractor for determining equipment, materials, or labor necessary for drilling shafts as required by the contract.

When necessary, set temporary removable surface casing. Use surface casing of sufficient length to prevent caving of the surface soils and to aid in maintaining shaft position and alignment. Pre-drilling with slurry and/or over-reaming to the outside diameter of the casing may be required to install the surface casing at some sites.

Provide equipment capable of constructing shafts to the deepest shaft depth shown in the plans plus 15 feet, 20 percent greater than the longest shaft (measured from the ground or water surface to the tip of the shaft), or 3 times the shaft diameter, whichever is greater. Blasting excavation methods are not permitted.

Use permanent casing unless otherwise noted in the Contract. Place casing as shown on the plans before beginning excavation. If full penetration cannot be attained, the Engineer may direct that excavation through the casing be accomplished and the casing advanced until reaching the plan tip elevation. In some cases, over-reaming to the outside diameter of the casing may be required before placing the casing. Cut off the casing at the prescribed elevation and leave the remainder of the casing in place. Do not use vibratory hammers for casing installation within 50 feet of shafts that have been completed less than 24 hours.

3.2.1 Dry Construction Method. Use the dry construction method only at sites where the ground water table and soil conditions (generally stiff to hard clays or rock above the water table) make it feasible to construct the shaft in a relatively dry excavation and where the sides and bottom of the shaft are stable and may be visually inspected by the Engineer prior to placing the concrete. The dry construction method consists of drilling the shaft excavation, removing accumulated seepage water and loose material from the excavation, and placing the shaft concrete in a relatively dry excavation.

3.2.2 Wet Construction Method. Use the wet construction method at all sites where it is impractical to excavate by the dry method. The wet construction method consists of drilling the shaft excavation below the water table, keeping the shaft filled with water (including natural slurry formed during the drilling process) or slurry as defined in part 2.4 of this Special Note, desanding and cleaning the slurry as required, final cleaning of the excavation by means of a bailing bucket, air lift, submersible pump or other approved devices and placing the shaft concrete (with a tremie or concrete pump beginning at the shaft bottom) which displaces the water or slurry as concrete is placed.

Where drilled shafts are located in open water areas, construct the shafts by the wet method using casings extending from above water elevation to the plan casing tip elevation to protect the shaft concrete from water action during placement and curing. Install the casing in a manner that will produce a positive seal at the bottom of the casing.

3.3 Slurry. When the Contractor elects to use slurry, adjust construction operations so that the slurry is in contact with the bottom 5 feet of the shaft for less than 4 hours unless the Engineer approves otherwise. If the 4-hour limit is exceeded, over-ream the bottom 5 feet of shaft.

3.4 Cleaning. Over-reaming, cleaning, or wire brushing the sidewalls of the shaft excavation and permanent casings may be necessary to remove the depth of softening or to remove excessive slurry cake buildup as indicated by sidewall samples or other test methods employed by the Engineer. Over-ream around the perimeter of the excavation a minimum depth of 1/2 inch and maximum depth of 3 inches.

3.5 Subsurface Exploration. Take subsurface exploration borings when shown on the plans or as the Engineer directs to determine the character of the material that the shaft extends through and the material directly below the shaft excavation. Complete subsurface exploration borings prior to beginning excavation for any drilled shaft in a group. Unless directed otherwise, extend subsurface exploration borings a minimum depth of 3 shaft diameters but not less than 10 feet below the bottom of the anticipated tip of drilled shaft excavation as shown on the plans. For subsurface exploration borings where soil sampling is required use thin-wall tube samples and perform standard penetration tests according to the Department's current Geotechnical Manual. When shafts extend into bedrock, soil samples are not required unless otherwise specified. Perform rock core drilling according to the Department's Geotechnical Manual. When the Engineer directs, perform additional subsurface exploration borings prior to drilled shaft construction. Measure soil samples and/or rock cores and visually identify and describe them on the subsurface log according to the Department's current Geotechnical Manual. Subsurface exploration borings must be performed by contractors/consultants prequalified by the Department's Division of Professional Services for Geotechnical Drilling Services at the time that field work begins.

The Engineer or geotechnical branch representative may be on-site during the subsurface exploration process to evaluate the soil and/or rock core samples. The Engineer or geotechnical branch representative will determine the need to extend the borings to depths greater than the depths previously specified. Handle, label, identify, and store soil and/or rock samples according to the Department's current Geotechnical Manual and deliver them with the subsurface logs to the geotechnical branch's rock core lab in Frankfort within 24-hours of completing the borings, unless directed otherwise.

The Engineer will inspect the soil samples and/or cores and determine the final depth of required excavation (final drilled shaft tip elevation) based on evaluation of the material's suitability. The Engineer will establish the final tip elevations for shaft locations, other than

those for which subsurface exploration borings have been performed, based on the results of the subsurface exploration. Within 15 calendar days after completion of the subsurface exploration borings, the Engineer will notify the contractor of the final tip elevations for shaft locations.

3.6 Excavations. The plans indicate the expected depths, the top of shaft elevations, and the estimated bottom of shaft elevations between which the drilled shaft are to be constructed. Drilled shafts may be extended deeper when the Engineer determines that the material encountered while drilling the shaft excavation is unsuitable and/or is not the same as anticipated in the design of the drilled shaft. Drilled shafts may be shortened when the Engineer determines the material encountered is better than that anticipated.

Begin drilled shaft excavation the excavation, excavation inspection, reinforcement placement, and concrete placement can be completed as one continuous operation. Do not construct new shafts within 24 hours adjacent to recently completed shafts if the center-to-center spacing is less than 3 shaft diameters.

Dispose of excavated material removed from the shaft according to the Standard Specifications or the contract documents.

Do not allow workmen to enter the shaft excavation for any reason unless both a suitable casing has been installed and adequate safety equipment and procedures have been provided to the workmen entering the excavation. Recommended Procedures for the Entry of Drilled Shaft Foundation Excavations, prepared by ADSC: The International Association of Foundation Drilling provides guideline recommendations for down-hole entry of drilled excavations.

3.7 Obstructions. Remove subsurface obstructions at drilled shaft locations. Such obstructions may include man-made materials such as old concrete foundations or natural materials such as boulders. Blasting is not permitted.

3.8 Inspections of Excavations. Provide equipment for checking the dimensions and alignment of each shaft excavation. Determine the dimensions and alignment of the shaft excavation under the observation and direction of the Engineer. Provide equipment necessary to verify shaft cleanliness for the method of inspection selected by the Engineer.

Measure final shaft depths with a weighted tape or other approved methods after final cleaning. Ensure the base of each shaft has less than ½ inch of sediment at the time of concrete placement. For dry excavations, do not allow the depth of water to exceed 3 inches for tremie or pump methods of concrete placement. Verify shaft cleanliness to the Engineer using direct visual inspection or other method the Engineers determines acceptable. Video camera or underwater inspection procedures may be used if specified in the plans. Inspect the side surfaces of rock sockets to ensure they are rough and of such condition to ensure bond between the shaft concrete and the rock. Calipers, bent rods, or other devices may be used to inspect the diameter and roughness of rock sockets. When the Engineer directs, mechanically roughen surfaces found to be smooth.

3.9 Reinforcing Steel Cage Fabrication and Placement. Assemble the reinforcing steel cage, consisting of longitudinal bars, ties, spirals, cage stiffener bars, spacers, centering devices, and other necessary appurtenances and place as a prefabricated unit immediately after the shaft excavation is inspected and accepted, and just prior to concrete placement.

Tie the reinforcing steel with 100 percent double-wire ties and provide support so that it will remain within allowable tolerances for position. Locate splices as shown on the plans. Splice no more than 50 percent of the longitudinal reinforcing within 2-lap splice lengths of any location or within 3 feet of the splice location if approved mechanical connectors are used. All splices are to be in accordance with plan details. Use bands, temporary cross ties,

etc. as required to provide a reinforcement cage of sufficient rigidity to prevent racking, permanent deformations, etc. during installation.

Use concrete centering devices or other approved non-corrosive centering devices at sufficient intervals along the length of the reinforcement cage to ensure concentric spacing for the entire cage length. As a minimum, provide a set of non-corrosive centering devices at intervals not exceeding 5 feet throughout the length of the shaft. When the size of the longitudinal reinforcement exceeds one inch in diameter the minimum spacing may be increased to 10 feet. As a minimum, provide a set of centering devices within 2 feet of the top and 2 feet of the bottom of the shaft. In addition provide one set of centering devices 2 feet above and 2 feet below each change in shaft diameter. Provide feet (bottom supports) at the bottom of the shaft on vertical bars. As a minimum, provide non-corrosive centering devices at 60 degree intervals around the circumference of the shaft to maintain the required reinforcement clearances. Ensure the centering devices maintain the specified annular clearance between the outside of the reinforcing cage and the side of the excavated hole or casing.

Concrete centering devices and feet will be constructed of concrete equal in quality and durability to the concrete specified for the shaft. Use epoxy coated centering devices fabricated from reinforcing steel. Use feet (bottom supports) of adequate size and number to assure the rebar cage is the proper distance above the bottom as determined by part 3.11 3) of this Special Note. The feet are not intended to support the weight of the cage. In the event that the shaft has been excavated below the anticipated tip elevation, extend the reinforcing cage at the tip (low) end by lap splices, mechanical connectors, or welded splices conforming to the Standard Specifications. In this instance, splices need not be staggered and 100 percent of the reinforcing bars may be spliced at a given location. The bottom 12 inches of the shaft may not be reinforced when below plan tip elevation.

During concrete placement, support the reinforcing cage at or near the top of shaft such that the concrete feet are positioned approximately one inch above the bottom of shaft excavation. Not sooner than 24 hours after the completion of concrete placement, remove temporary supports. Provide the needed equipment, including extra cranes if necessary, to provide this cage support.

Prior to placing the reinforcement cage, demonstrate to the satisfaction of the Engineer that the fabrication and handling methods to be used will result in a reinforcing cage placed in the proper position, with the proper clearances, and without permanent bending, squashing, or racking of the reinforcement cage. During this demonstration bring the cage to an upright position, lower into a shaft excavation, and support as if for concrete placement.

Check the elevation of the top of the reinforcing cage before and after the concrete is placed. If the reinforcing cage is not maintained within the specified tolerances, correct to the satisfaction of the Engineer. Do not construct additional shafts until the contractor has modified his reinforcing cage support to obtain the required tolerances.

3.10 Concrete Placement. Place concrete according to the applicable portions of the Standard Specifications and with the requirements set forth herein. Do not apply the provisions of the Special Note 6U for Structural Mass Concrete.

Place concrete as soon as practical after reinforcing steel placement but no later than 4 hours after completion of the shaft excavation. Place concrete continuously from the bottom to above the top elevation of the shaft. For shafts that extend above ground or water surface, place concrete continuously after the shaft is full until good quality concrete is evident at the top of the shaft. Form any portion of the shaft above ground with a removable form or other approved method to the dimensions shown on the plans.

For shafts constructed in the wet with the top of the shaft below the water surface and below top of casing, place concrete to approximately one shaft diameter but no less than 2 feet above the top of shaft elevation. Remove contaminated concrete and deleterious material, as

determined by the Engineer, accumulated above the top of shaft elevation immediately after completing concrete placement. Deleterious material and contaminated concrete may be airlifted under a head of water or slurry provided that the head is maintained at or near the exterior water surface elevation. Carefully remove any concrete remaining above plan top of shaft after curing and excess casing removal.

Place concrete either by free fall, through a tremie, or concrete pump. Use the free fall placement method in dry holes only. The maximum height of free fall placement is 20 feet. Do not allow concrete placed by free fall to contact either the reinforcing cage or hole sidewall. Drop chutes may be used to direct concrete to the base during free fall placement.

Place concrete in the shaft in one continuous operation. Maintain a minimum slump of 4 inches or more throughout the placement for 4 hours after batching. Adjust approved admixtures in the concrete mix for the conditions encountered on the job so that the concrete remains in a workable plastic state throughout the placement. Perform slump loss tests to demonstrate that the concrete will maintain a 4-inch or greater slump for a period of time equal to the estimated transport plus the 2-hour placement time, but not less than 4 hours.

When the Engineer determines the concrete placement methods and/or equipment during construction of any technique and/or production shafts to be inadequate, make appropriate alterations to eliminate unsatisfactory results.

Drilled shafts not meeting the concrete placement requirements of this Special Note or contract plans are unacceptable. Correct all unacceptable completed shafts to the satisfaction of the Engineer.

3.10.1 Tremie Placement. Tremies may be used for concrete placement in either wet or dry holes. Extend the tremie to the shaft base elevation before starting underwater placement. Valves, bottom plates, or plugs may be used only if concrete discharge can begin approximately 2 inches above the excavation bottom. Remove plugs from the excavation unless otherwise approved by the Engineer. Maintain tremie discharge at or near the bottom of excavation as long as practical during concrete placement. Immerse tremie discharge end as deep as practical in the concrete but not less than 10 feet.

If at any time during the concrete pour the tremie line orifice is removed from the fluid concrete column and discharges concrete above the rising concrete surface, the entire drilled shaft is considered defective. In such case, remove the reinforcing cage and concrete, complete any necessary sidewall cleaning or over-reaming as directed by the Engineer, and repour the shaft.

3.10.2 Pumped Concrete. Concrete pumps and lines may be used for concrete placement in either wet or dry excavations. Do not begin concrete placement until the pump line discharge orifice is at the shaft base elevation.

For wet excavations, use a plug or similar device to separate the concrete from the fluid in the hole until pumping begins. Remove the plug unless otherwise approved by the engineer.

Ensure the discharge orifice remains at least 10 feet below the surface of the fluid concrete. When lifting the pump line during concrete placement, reduce the line pressure until the orifice has been repositioned at a higher level in the excavation.

If at any time during the concrete pour the pump line orifice is removed from the fluid concrete column and discharges concrete above the rising concrete level, the Department will consider the shaft defective. In such case, remove the reinforcing cage and concrete, complete any necessary sidewall cleaning or over-reaming as the Engineer directs, and repour the shaft.

3.10.3 Drop Chutes. Drop chutes may be used to direct placement of free fall concrete in excavations where the maximum depth of water does not exceed one inch. Do not use the free fall method of placement in wet excavations. Concrete may be placed through either a hopper at the top of the tube or side openings as the drop chute is retrieved during concrete placement. Reduce the height of free fall and/or reduce the rate of concrete flow into the excavation if the concrete placement causes the shaft excavation to cave or slough, or if the concrete strikes the reinforcing cage or sidewall. When the Engineer determines free fall placement cannot be accomplished satisfactorily, use either tremie or pumping to accomplish the pour.

3.11 Construction Tolerances. The following construction tolerances apply to drilled shafts unless otherwise stated in the contract document:

1) Construct drilled shaft within 3 inches of plan position in the horizontal plane at the top of the shaft.
2) Do not vary the vertical alignment of a shaft excavation from the plan alignment by more than 1/4 inch per foot of depth or 6 inches total.
3) Maintain the top of the reinforcing steel cage no more than 6 inches above and no more than 3 inches below plan position.
4) All casing diameters shown on the plans refer to O.D. (outside diameter) dimensions. The casing dimensions are subject to American Pipe Institute tolerances applicable to regular steel pipe. A casing larger in diameter than shown in the plans may be used, at no additional cost, with prior approval by the Department.
5) Maintain the top of shaft concrete within ± 3 inches from the plan top of shaft elevation, measured after excess shaft concrete has been removed.
6) Design excavation equipment and methods so that the completed shaft excavation will have a planar bottom. Maintain the cutting edges of excavation equipment normal to the vertical axis of the equipment within a tolerance of ± 3/8 inch per foot of diameter. The tip elevation of the shaft has a tolerance of ± 6 inches from final shaft tip elevation unless otherwise specified in the plans.

Drilled shaft excavations and completed shafts not constructed within the required tolerances are unacceptable. Correct all unacceptable shaft excavations and completed shafts to the satisfaction of the Engineer. When a shaft excavation is completed with unacceptable tolerances, present corrective measures designed by a registered Professional Engineer for approval.

4.0 MEASUREMENT.

4.1 Drilled Shafts. The Department will not measure for payment any trial batches required to demonstrate the adequacy of the concrete mix, method, or equipment; concrete required to fill an oversized casing or oversized excavation; obstruction removal; over-reaming or sidewall cleaning; inspection work or inspection equipment; materials or work necessary, including engineering analyses and redesign, to alter unacceptable work methods or to complete corrections for unacceptable work; and will consider them incidental to the Drilled Shaft. Unless noted otherwise in the contract documents, casing is incidental to the drilled shaft.

4.1.1 Drilled Shaft, Common. The Department will measure the length, in linear feet, of drilled shaft above the top of rock elevation shown on the plans. The

Department will consider this quantity Drilled Shaft, Common regardless of the character of material actually encountered.

4.1.2 Drilled Shafts, Solid Rock. The Department will measure the length, in linear feet, of drilled shaft below the top of rock elevation shown on plans. The Department will consider this quantity Drilled Shafts, Solid Rock regardless of the character of material actually encountered during excavation.

4.2 Technique Shaft. The Department will pay for technique shaft at the contract unit price per each as detailed on the plans or as directed by the Engineer. This will constitute full compensation for all costs incurred during installation as described herein for 'Drilled Shaft' or in the contract documents. No additional compensation beyond the number of technique shafts allowed for in the plans will be permitted for additional technique shafts required because of failure to demonstrate adequacy of methods.

4.3 Rock Coring and Rock Sounding. The Department will measure Rock Sounding and Rock Coring shown on the plans, as specified in part 3.5 of this Special Note, and as the Engineer directs, in linear feet to the nearest 0.1-foot. If soil samples are specified in the contract documents they will be incidental to the unit price bid for Rock Sounding. The Department will not measure or pay for subsurface exploration performed deeper than the elevations indicated on the plans and/or in this Special Note, unless directed by the Engineer, and will consider it incidental to these items of work. Additionally, the Department will consider all mobilization, equipment, labor, incidental items, and operations necessary to complete the boring operations incidental to these items of work.

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

Code	Pay Item	Pay Unit
-----	Drilled Shaft, Diameter*, Common	Linear Foot
-----	Drilled Shaft, Diameter*, Solid Rock	Linear Foot
-----	Technique Shaft	Each
20745ED	Rock Sounding	Linear Foot
20746ED	Rock Coring	Linear Foot

* *See Plan Sheets for sizes of shafts*.

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

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 Class 1 or Class 2 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, 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 a 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, 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 a 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:

Code	Pay Item	Pay Unit
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.

August 5, 2019

PART III

EMPLOYMENT, WAGE AND RECORD REQUIREMENTS

FHWA-1273 – Revised October 23, 2023

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (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). 23 CFR 633.102(e).

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. 23 CFR 633.102(e).

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) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals 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). 23 CFR 633.102(b).

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. 23 CFR 633.102(d).

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. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A 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.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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.

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 Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

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 (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 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 Part 35 and 29 CFR Part 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. 23 CFR 230.409 (g)(4) & (5).

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, sexual orientation, gender identity, 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 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 or other knowledgeable company official.

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, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure 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. 23 CFR 230.409. 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 thereunder. 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, sexual orientation, gender identity, 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, 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. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient 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 recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

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 more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, 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, sexual orientation, gender identity, 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), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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 (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. 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 classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must 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. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must 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 be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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 used 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) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) 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 will be sent by the contracting officer by email to *DBAconformance@dol.gov*. 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.

(4) 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 will, by email to *DBAconformance@dol.gov*, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The 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.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must 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.

d. *Fringe benefits not expressed as an hourly rate.* 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* 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, in accordance with the criteria set forth in § 5.28, 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.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and 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.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must 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.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working 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 29 CFR part 3; and

(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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

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

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must 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, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. 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. 23 CFR 230.111(e)(2). 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 journeyworkers 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 as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 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 as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, 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 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 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

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

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), 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 watchpersons 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. 29 CFR 5.5.

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 and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* 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.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

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” in paragraph 1 of Section VI 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: (based on longstanding interpretation)

(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. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), 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. Pursuant to 23 CFR 635.116(c), 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. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

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 Part 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. 23 CFR 635.108.

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 Part 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). 29 CFR 1926.10.

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 Part 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 11, 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 (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

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. 2 CFR 180.220 and 1200.220.

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. 2 CFR 180.320.

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. 2 CFR 180.325.

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. 2 CFR 180.345 and 180.350.

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, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient 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 recipient or subrecipient 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. 2 CFR 180.330.

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. 2 CFR 180.220 and 180.300.

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. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. 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 System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

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 CFR 180.325.

* * * * *

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 CFR 180.335;.

(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, 2 CFR 180.800;

(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, 2 CFR 180.700 and 180.800; 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. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **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). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant 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. 2 CFR 180.365.

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, Subpart I, 180.900 – 180.1020, 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 recipient or subrecipient 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 recipient or subrecipient 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. 2 CFR 1200.220 and 1200.332.

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. 2 CFR 180.220 and 1200.220.

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 System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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. 2 CFR 180.325.

* * * * *

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

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should 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 Part 20, App. A.

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.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. 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. 46 CFR 381.7.

2. 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 (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
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 administrating 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, 1025 Capital Center Drive, Suite 104, Frankfort, Kentucky 40601; telephone (502) 564-7954.

Revised: May 23, 2022

"General Decision Number: KY20250038 01/03/2025

Superseded General Decision Number: KY20240038

State: Kentucky

Construction Type: Highway

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

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.75 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 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a

conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number | Publication Date
0 | 01/03/2025

BRIN0004-003 06/01/2023

BRECKENRIDGE COUNTY

	Rates	Fringes
BRICKLAYER	$ 34.17	19.60

BRKY0001-005 06/01/2023

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

	Rates	Fringes
BRICKLAYER	$ 33.48	15.92

BRKY0002-006 06/01/2023

BRACKEN, GALLATIN, GRANT, MASON & ROBERTSON COUNTIES:

	Rates	Fringes
BRICKLAYER	$ 33.48	15.92

BRKY0007-004 06/01/2023

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

	Rates	Fringes
BRICKLAYER	$ 39.46	20.14

BRKY0017-004 06/01/2023

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

	Rates	Fringes
BRICKLAYER	$ 33.48	15.92

CARP0064-001 04/01/2024

	Rates	Fringes
CARPENTER	$ 32.90	23.33
Diver	$ 49.73	23.33
PILEDRIVERMAN	$ 33.40	23.33

ELEC0212-008 06/05/2024

BRACKEN, GALLATIN and GRANT COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 35.43	22.05

ELEC0212-014 11/27/2023

BRACKEN, GALLATIN & GRANT COUNTIES:

	Rates	Fringes
Sound & Communication Technician	$ 27.20	14.54

ELEC0317-012 06/03/2024

BOYD, CARTER, ELLIOT & ROWAN COUNTIES:

	Rates	Fringes
ELECTRICIAN (Wiremen)	$ 38.30	23.12

ELEC0369-007 05/29/2024

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

	Rates	Fringes
ELECTRICIAN	$ 37.88	21.38

ELEC0575-002 05/29/2023

FLEMING, GREENUP, LEWIS & MASON COUNTIES:

	Rates	Fringes
ELECTRICIAN	$ 37.00	22.26

ENGI0181-018 07/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1	$ 40.05	19.10
GROUP 2	$ 37.19	19.10
GROUP 3	$ 37.64	19.10
GROUP 4	$ 36.87	19.10

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 Conrete Pump; Skid Steer Machine with all Attachments; Switchman or Brakeman; Throttle Valve Person; Tractair & Road Widening Trencher; Tractor (50 H.P. or Over); Truck Crane Oiler; Tugger; Welding Machine; Well Points; & Whirley Oiler

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

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

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

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

IRON0044-009 06/01/2024

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

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

	Rates	Fringes
IRONWORKER		
Fence Erector	$ 33.60	23.00
Structural	$ 35.37	23.00

IRON0070-006 06/01/2024

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

	Rates	Fringes
IRONWORKER	$ 34.59	25.00

IRON0769-007 06/01/2024

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

	Rates	Fringes
IRONWORKER		
ZONE 1	$ 37.66	29.24
ZONE 2	$ 38.06	29.24
ZONE 3	$ 39.66	29.24

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

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

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

LABO0189-003 07/01/2024

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

	Rates	Fringes
Laborers:		
GROUP 1	$ 23.96	18.58
GROUP 2	$ 24.21	18.58
GROUP 3	$ 24.26	18.58
GROUP 4	$ 24.86	18.58

LABORERS CLASSIFICATIONS

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

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

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

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

Blasters; Troxler & Concrete Tester if Laborer is Utilized

LABO0189-008 07/01/2024

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

	Rates	Fringes
Laborers:		
GROUP 1	$ 23.96	18.58
GROUP 2	$ 24.21	18.58
GROUP 3	$ 24.26	18.58
GROUP 4	$ 24.86	18.58

LABORERS CLASSIFICATIONS

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

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

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

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

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LABO0189-009 07/01/2024

BRECKINRIDGE & GRAYSON COUNTIES

	Rates	Fringes

Laborers:		
GROUP 1	$ 23.96	18.58
GROUP 2	$ 24.21	18.58
GROUP 3	$ 24.26	18.58
GROUP 4	$ 24.86	18.58

LABORERS CLASSIFICATIONS

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

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

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

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

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PAIN0012-005 06/11/2005

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

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

Spray	$ 21.80	5.90

PAIN0012-017 05/01/2015

BRACKEN, GALLATIN, GRANT, MASON & OWEN COUNTIES:

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

PAIN0118-004 06/01/2018

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

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

PAIN1072-003 12/01/2024

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

	Rates	Fringes
Painters:		
Bridges; Locks; Dams; Tension Towers & Energized Substations	$ 37.53	23.95
Power Generating Facilities	$ 34.29	23.95

PLUM0248-003 06/01/2024

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

	Rates	Fringes
Plumber and Steamfitter	$ 41.50	25.01

PLUM0392-007 06/01/2024

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

	Rates	Fringes
Plumbers and Pipefitters	$ 40.70	26.75

PLUM0502-003 08/01/2024

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

	Rates	Fringes
PLUMBER	$ 41.90	24.89

SUKY2010-160 10/08/2001

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

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Mobile Batch Truck Tender

GROUP 2 - Greaser; Tire Changer; & Mechanic Tender

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

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

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

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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 https://www.dol.gov/agencies/whd/government-contracts.

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) (iii)).

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union

rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

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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
9.2%	6.9%

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

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

3. The Notification of Construction Contract Award Portal (NCAP) is OFCCP's preferred method for receiving construction contract award notifications. The NCAP can be found on OFCCP's website at https://www.dol.gov/agencies/ofccp/ncap. Users who prefer not to use the portal maintain the option to send their notifications via mail, email and facsimile to the OFCCP Regional office in which the work will be performed. 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 must include: Prime Contract Number (issued by the federal agency or applicant); Name of Awarding Federal Agency, Applicant or Contractor; Contracting Officer, Applicant Representative or Contractor Representative Submitting Notification with name, phone number, email address; Contractor Awarded Contract or Subcontract with name, address, phone number, email address, EIN, dollar amount of the contract, estimated start date of the contract, estimated completion date of the contract, geographical area in which the contract is to be performed (state, county's city (if applicable)).
The notification shall be mailed to:

Regional Director
Office of Federal Contract Compliance Programs
61 Forsyth Street, SW, Suite 7B75
Atlanta, Georgia 30303-8931
Main Number: 404-893-4545 Fax: 404-893-4546
Regional Director Contact: OFCCP-SE@dol.gov
Construction Award Email: OFCCP-SE-ConstructionAward@dol.gov

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

(Revised: 1/1/2023)

PART IV

BID ITEMS

255374

PROPOSAL BID ITEMS

Report Date 2/26/25

Section: 0001 - PAVING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	00001		DGA BASE	2,920.00	TON		$	
0020	00100		ASPHALT SEAL AGGREGATE	7.00	TON		$	
0030	00103		ASPHALT SEAL COAT	1.00	TON		$	
0040	00212		CL2 ASPH BASE 1.00D PG64-22	1,551.00	TON		$	
0050	00301		CL2 ASPH SURF 0.38D PG64-22	258.00	TON		$	
0060	00356		ASPHALT MATERIAL FOR TACK	3.00	TON		$	

Section: 0002 - ROADWAY

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0070	00464		CULVERT PIPE-24 IN	73.00	LF		$	
0080	01208		PIPE CULVERT HEADWALL-24 IN	2.00	EACH		$	
0090	01314		PLUG PIPE	2.00	EACH		$	
0100	01982		DELINEATOR FOR GUARDRAIL MONO DIRECTIONAL WHITE	41.00	EACH		$	
0110	02014		BARRICADE-TYPE III	1.00	EACH		$	
0120	02091		REMOVE PAVEMENT	2,400.00	SQYD		$	
0130	02230		EMBANKMENT IN PLACE	7,692.00	CUYD		$	
0140	02351		GUARDRAIL-STEEL W BEAM-S FACE	2,062.50	LF		$	
0150	02360		GUARDRAIL TERMINAL SECTION NO 1	1.00	EACH		$	
0160	02367		GUARDRAIL END TREATMENT TYPE 1	1.00	EACH		$	
0170	02391		GUARDRAIL END TREATMENT TYPE 4A	3.00	EACH		$	
0180	02399		EXTRA LENGTH GUARDRAIL POST	317.00	EACH		$	
0190	02545		CLEARING AND GRUBBING APPROX LESS THAN 1 ACRE	1.00	LS		$	
0200	02562		TEMPORARY SIGNS	110.00	SQFT		$	
0210	02585		EDGE KEY	36.00	LF		$	
0220	02671		PORTABLE CHANGEABLE MESSAGE SIGN	2.00	EACH		$	
0230	02697		EDGELINE RUMBLE STRIPS	3,664.00	LF		$	
0240	02726		STAKING	1.00	LS		$	
0250	06542		PAVE STRIPING-THERMO-6 IN W	2,814.00	LF		$	
0260	06543		PAVE STRIPING-THERMO-6 IN Y	2,814.00	LF		$	
0270	06556		PAVE STRIPING-DUR TY 1-6 IN W	508.00	LF		$	
0280	06557		PAVE STRIPING-DUR TY 1-6 IN Y	508.00	LF		$	
0290	15011		S DIRECTIONAL BORE	418.00	LF		$	
0300	15026		S FORCE MAIN AIR RLS/VAC VLV 02 IN	2.00	EACH		$	
0310	15052		S FORCE MAIN PE/PLASTIC 06 INCH	1,495.00	LF		$	
0320	15074		S FORCE MAIN TIE-IN 06 INCH	2.00	EACH		$	
0330	15084		S FORCE MAIN VALVE GATE	2.00	EACH		$	
0340	15123		S LINE MARKER	4.00	EACH		$	
0350	21415ND		EROSION CONTROL	1.00	LS		$	
0360	26233EC		MOBILIZATION FOR CONCRETE SURF TREATMENT	1.00	LS		$	

Section: 0003 - BRIDGE

255374

PROPOSAL BID ITEMS

Report Date 2/26/25

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0370	02231		STRUCTURE GRANULAR BACKFILL	100.00	CUYD		$	
0380	02731		REMOVE STRUCTURE	1.00	LS		$	
0390	03299		ARMORED EDGE FOR CONCRETE	47.00	LF		$	
0400	08002		STRUCTURE EXCAV-SOLID ROCK	68.00	CUYD		$	
0410	08003		FOUNDATION PREPARATION	1.00	LS		$	
0420	08019		CYCLOPEAN STONE RIP RAP	1,013.00	TON		$	
0430	08033		TEST PILES	94.00	LF		$	
0440	08046		PILES-STEEL HP12X53	369.00	LF		$	
0450	08094		PILE POINTS-12 IN	17.00	EACH		$	
0460	08100		CONCRETE-CLASS A	105.00	CUYD		$	
0470	08104		CONCRETE-CLASS AA	130.00	CUYD		$	
0480	08150		STEEL REINFORCEMENT	20,535.00	LB		$	
0490	08151		STEEL REINFORCEMENT-EPOXY COATED	42,425.00	LB		$	
0500	08670		PRECAST PC BOX BEAM SB27	576.00	LF		$	
0510	21321NC		CSL TESTING (4 TUBES)	4.00	EACH		$	
0520	23378EC		CONCRETE SEALING	8,682.00	SQFT		$	
0530	25017ED		RAIL SYSTEM SIDE MOUNTED MGS	394.00	LF		$	

Section: 0004 - MOBILIZATION/DEMOBILIZATION

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0540	02568		MOBILIZATION	1.00	LS		$	
0550	02569		DEMOBILIZATION	1.00	LS		$	