



CALL NO. 102

CONTRACT ID. 231341

FAYETTE COUNTY

FED/STATE PROJECT NUMBER NH 2681(037)

DESCRIPTION NEW CIRCLE ROAD (KY 4)

WORK TYPE GRADE, DRAIN & SURFACE WITH BRIDGE

PRIMARY COMPLETION DATE 8/1/2026

LETTING DATE: October 26,2023

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN DAYLIGHT TIME October 26,2023. Bids will be publicly announced at 10:00 AM EASTERN DAYLIGHT TIME.

PLANS AVAILABLE FOR THIS PROJECT.

DBE CERTIFICATION REQUIRED - 8%

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

TABLE OF CONTENTS

PART I	SCOPE OF WORK <ul style="list-style-type: none">• PROJECT(S), COMPLETION DATE(S), & LIQUIDATED DAMAGES• CONTRACT NOTES• FEDERAL CONTRACT NOTES• TRAINEES• FUEL AND ASPHALT PAY ADJUSTMENT• ASPHALT PAVEMENT RIDE QUALITY CAT A• COMPACTION OPTION A• SPECIAL NOTE(S) APPLICABLE TO PROJECT• TREE REMOVAL• PIPELINE INSPECTION• EXPERIMENTAL KYCT AND HAMBURG TESTING• DOLOMITIC POLISH-RESISTANT AGGREGATE CLASS A 0.38-IN AND 0.50-IN NOMINAL ASPHALT MIXTURES• BRIDGE DEMOLITION, RENOVATION AND ASBESTOS ABATEMENT• ASBESTOS ABATEMENT REPORT• RIGHT OF WAY CERTIFICATION• UTILITY IMPACT & RAIL CERTIFICATION NOTES• RAILROAD NOTES• SEWER STANDARD UTILITY BID ITEMS• WATER QUALITY CERTIFICATION• KPDES STORM WATER PERMIT, BMP AND ENOI• COMMUNICATING ALL PROMISES
PART II	SPECIFICATIONS AND STANDARD DRAWINGS <ul style="list-style-type: none">• STANDARD AND SUPPLEMENTAL SPECIFICATIONS• [SN-1I] PORTABLE CHANGEABLE SIGNS• [SN-9T] DRY-LAID ROCK FENCES• [SN-11C] DRILLED SHAFTS• [SN-11D] ROCK BLASTING• [SN-11E] BORING AND JACKING STEEL PIPE WITHOUT CARRIER PIPE• [SN-11F] TURF REINFORCEMENT MAT• [SN-11M] BARCODE LABEL ON PERMANENT SIGNS• [SP-69] EMBANKMENT AT BRIDGE END BENT STRUCTURES
PART III	EMPLOYMENT, WAGE AND RECORD REQUIREMENTS <ul style="list-style-type: none">• FEDERAL-AID CONSTRUCTION CONTRACTS - FHWA 1273• NONDISCRIMINATION OF EMPLOYEES• EXECUTIVE BRANCH CODE OF ETHICS• TRAINING SPECIAL PROVISIONS• PROJECT WAGE RATES LOCALITY 3 / FEDERAL• NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EEO FAYETTE
PART IV	INSURANCE
PART V	BID ITEMS

PART I
SCOPE OF WORK

ADMINISTRATIVE DISTRICT - 07

CONTRACT ID - 231341
NH 2681(037)
COUNTY - FAYETTE
PCN - DE03400042341
NH 2681(037)

NEW CIRCLE ROAD (KY 4) IMPROVE NEW CIRCLE ROAD FROM LEESTOWN ROAD TO NEAR GEORGETOWN ROAD, INCLUDING CONSTRUCTION OF SOUND WALLS, A DISTANCE OF 02.27 MILES.GRADE, DRAIN & SURFACE WITH BRIDGE SYP NO. 07-00113.02.
GEOGRAPHIC COORDINATES LATITUDE 38:04:15.00 LONGITUDE 84:31:52.00
ADT 73,176

COMPLETION DATE(S):
COMPLETED BY 08/01/2026 APPLIES TO CONTRACT

CONTRACT NOTES

PROPOSAL ADDENDA

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

BID SUBMITTAL

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

JOINT VENTURE BIDDING

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

UNDERGROUND FACILITY DAMAGE PROTECTION

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

REGISTRATION WITH THE SECRETARY OF STATE BY A FOREIGN ENTITY

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

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

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

SPECIAL NOTE FOR PROJECT QUESTIONS DURING ADVERTISEMENT

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

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

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

HARDWOOD REMOVAL RESTRICTIONS

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

INSTRUCTIONS FOR EXCESS MATERIAL SITES AND BORROW SITES

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

ACCESS TO RECORDS

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

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

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

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.

October 4, 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

SPECIAL NOTE – BUY AMERICA REQUIREMENTS AND BUILD
AMERICA, BUY AMERICA (BABA) ACT

10/26/2023

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 \(dot.gov\)](#)

October 26, 2023 Letting

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

CIVIL RIGHTS ACT OF 1964

The Kentucky 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. Sub-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 MRA(1)

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 DBE Subcontract Agreement Form, TC 14-36, 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 Cabinet. The Cabinet may consider extenuating circumstances including, but not limited to, changes in the nature or scope of the project, the inability or unwillingness of a DBE to perform the work in accordance with the bid, and/or other circumstances beyond the control of the prime contractor.

CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS

If the DBE participation submitted in the bid by the apparent lowest responsive bidder does not meet or exceed the DBE contract goal, the apparent lowest responsive bidder must submit a Good Faith Effort Package to satisfy the Cabinet that sufficient good faith efforts were made to meet the contract goals prior to submission of the bid. Efforts to increase the goal after bid submission will not be considered in justifying the good faith effort, unless the contractor can show that the proposed DBE was solicited prior to the letting date. DBEs utilized in achieving the DBE goal must be certified and prequalified for the work items at the time the bid is submitted. One complete set (hard copy along with an electronic copy) of this information must be received in the Division of Contract Procurement no later than 12:00 noon of the tenth calendar day after receipt of notification that they are the apparent low bidder.

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

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

1. Whether the bidder attended any pre-bid meetings that were scheduled by the Cabinet to inform DBEs of subcontracting opportunities;
2. Whether the bidder provided solicitations through all reasonable and available means;
3. Whether the bidder provided written notice to all DBEs listed in the DBE directory at the time of the letting who are prequalified in the areas of work that the bidder will be subcontracting;
4. Whether the bidder followed up initial solicitations of interest by contacting DBEs to determine with certainty whether they were interested. If a reasonable amount of DBEs within the targeted districts do not provide an intent to quote or no DBEs are prequalified in the subcontracted areas, the bidder must notify the Disadvantaged Enterprise Business Liaison Officer (DEBLO) in the Office 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. Melvin Byne. Mr. Byne's current contact information is email address – melvin.bynes2@ky.gov and the telephone number is (502) 564-3601.

DEFAULT OR DECERTIFICATION OF THE DBE

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

PROHIBITION ON TELECOMMUNICATIONS EQUIPMENT OR SERVICES

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

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

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – CARGO
PREFERENCE ACT (CPA).**

(REV 12-17-15) (1-16)

SECTION 7 is expanded by the following new Article:

102.10 **Cargo Preference Act – Use of United States-flag vessels.**

Pursuant to Title 46CFR Part 381, the Contractor agrees

- To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph 1 of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

TRAINEES

In Compliance with the "TRAINING SPECIAL PROVISION" included in Part III of the Proposal, the Contractor will be required to employ a trainee(s) for this contract.

FUEL AND ASPHALT PAY ADJUSTMENT

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

ASPHALT PAVEMENT RIDE QUALITY CATEGORY A

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

OPTION A

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

SPECIAL NOTE FOR GENERAL UTILITY COORDINATION

The Contractor shall communicate, cooperate, and coordinate with the Department, the utility owners, and potentially affected third parties, as necessary for the utility relocation work. The Contractor shall be responsible for all coordination needed to ensure that the road construction and utility relocation work may concurrently and effectively take place. No delay claims will be considered due to utility relocations.

This item shall include assignment of a Utility Coordinator for the project to coordinate plans, work and schedules directly with the utility companies and KYTC personnel. The Utility Coordinator shall be a licensed professional engineer with project management experience. This item includes responsibility to ensure the project progresses efficiently and in accordance with the proposed contract documents. The Department may consult the Utility Coordinator on matters of utility work design, construction, cost, and/or schedule. Any changes in the proposed scope, design, construction, cost, and/or schedule for the utility work shall be approved by the Department. This item includes conducting monthly coordination meetings with involved utility companies and as needed on project site visits to manage utility relocation activity, resolve conflicts with the road activity, and minimize impact to the project. The department shall be invited to Utility Coordination meetings.

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

Code	Item Description	Unit
24845EC	Utility Coordination	Lump Sum

SPECIAL NOTE FOR SOUND BARRIER WALLS

New Circle Road (KY 4) Item #7-113.02

I. DESCRIPTION

All work shall be performed in accordance with the Department's latest Standards and Supplemental Specifications and applicable Special Provisions, Standard Drawings, and Sepia Drawings, except as specified in these notes or elsewhere in this proposal. Section references are to the Standard Specifications.

This work shall consist of preparing any necessary shop drawings, and manufacturing, testing, transporting, storing, and installing sound barrier walls; furnishing and installing drilled shaft foundations; excavating and backfilling; and restoring the work area in accordance with the dimensions, lines, and grades shown on the contract plans.

All references to AASHTO are to the *AASHTO LRFD Bridge Design Specifications*, 7th Edition.

II. DESIGN

A. General

See Sound Barrier Wall General Notes in the contract plans for design specifications.

B. Site Conditions

Be advised that Section 102.07 of the Specifications applies to this project. It shall be distinctly understood that any references in the contract plans and other contract documents to rock, rock disintegration zone, earth, or any other subsurface material whether in numbers, words, letters, or lines is solely for the Department's information. The Bidder draws his own conclusions as to the field conditions to be encountered.

Tops of drilled shafts should be at least 18 inches below the finished ground line.

C. Utilities

Existing and proposed utilities were considered when developing layout and design of sound barrier walls. See the contract plans for additional information.

The Contractor shall contact the KYTC District 7 Traffic Office ten business days prior to beginning work to mark the existing roadway lighting conduits. Repair or replace features damaged during construction in like kind materials and design at no additional cost to the Department.

D. Contractor Submittals

Submit shop drawings to the Engineer for review at least 30 calendar days before fabrication begins. Submit adequate documentation of proprietary designs and/or products to the Engineer for review.

Any alternative design furnished by the Contractor shall meet or exceed the specifications, standards, and assumptions shown in the contract plans. Related calculations and plan sheets shall be stamped by a Professional Engineer registered in Kentucky. The Department will review the design calculations and plans for general conformance with AASHTO, this Special Note, and the Contract Documents.

The shop drawings, alternative design calculations, details and dimensions may not be completely checked by the Department. The Contractor shall be responsible for the accuracy of any alternative design components and for compatibility with the contract plans. The Department's review will not relieve the Contractor of responsibility for the accuracy and completeness of the design calculations and plans.

Submit electronic files in PDF format for the sound barrier wall to the Engineer for approval. One set of files, with any corrections noted will be returned to the Contractor.

Do not order materials or begin fabrication or construction before the Department's review of the shop drawings is completed. The Contractor may request permission from the Engineer to begin foundation construction at his own risk. Written permission from the engineer is required.

After acceptance by the Department, submit requests for changes to the Engineer. Obtain written acceptance from the Engineer before incorporating any of the requested changes into the work.

Allow thirty calendar days for the Department's review of each submission of the shop drawings and/or supporting calculations for all modifications to the structural design of the sound barrier wall. The thirty-day period begins when the submission is received by the Engineer. Additional time required by the Department to review re-submissions shall not be cause for extending the specified completion date. Provide additional re-submissions as requested at no additional cost to the Department and with no extension of the specified completion date.

III. MATERIALS APPROVAL

All materials shall be sampled and tested in accordance with the Department's Sampling Manual and the materials shall be available for sampling a sufficient time in advance of the use of the materials to allow for the necessary time for testing. Unless otherwise specified in these Notes, obtain acceptance of materials from the Engineer before use.

IV. CONSTRUCTION

Perform site preparation necessary to construct the sound barrier wall in accordance with the Standard Specifications, contract plans, Contractor's approved shop drawings, and notes in the proposal.

Construct sound barrier walls in accordance with the contract plans and the approved shop drawings. Construct vertical and horizontal joints so that the sound barrier wall is structurally sound and with no sound leaks. Construct the face of the completed sound barrier wall as plumb vertical. Construction tolerance shall be no more than ½ inch in 10 feet (measured on a day with average wind speed of less than 10 MPH). Construct horizontal alignment conforming to the neat line shown on the contract plans.

Alternate drilled shaft foundation designs are permitted if solid rock is encountered above the solid rock line shown on the contract plans; however, contact the Engineer before revising the drilled shaft foundations. Revised calculations and Contractor's plans will be required. Obtain the Engineer's acceptance of revised drilled shaft foundation designs before constructing. There will be no deduction in area to be measured for payment when drilled shaft foundations protrude into the sound barrier bottom pay limit.

Revising the drilled shaft foundation designs shall not be cause for an extension in contract time or change the contract price.

Transport, store, handle, and erect precast units in accordance with Section 605 of the Standard Specifications.

Protect all masonry materials from the weather from the time of manufacture until they are in the finished sound barrier walls.

After constructing the wall, clean all sound barrier wall surfaces. Clean from the top of the wall to six inches below finished grade on both sides. Use a cleaner selected by the Contractor and approved by the Engineer.

V. MEASUREMENT

SOUND BARRIER WALL

Any area of the sound barrier wall outside the approved vertical and horizontal plan limits as shown on the approved plans or changes approved or directed by the Engineer will not be measured for payment. Approved adjustments in the area will be measured in square feet and the final quantity will be increased or decreased as applicable.

The Department will not measure caps, copings, joint sealants, void fill material, weep holes, connectors, trim, surface finish, concrete stain, cleaning, sample panels, and incidental items that are a normal part of the sound barrier wall construction, but shall be incidental to Sound Barrier Wall.

DRILLED SHAFTS

See the Special Note for Drilled Shafts. Steel reinforcement may be omitted by design plans if the pile goes to bottom of the pre-drilled hole.

VI. PAYMENT

Payment at the contract unit price per square foot of wall panels, in elevation view, shall be full compensation for all labor, materials, equipment, and incidentals for fabrication and installation of sound barrier wall panels. Pre-drilling, piles, and shaft concrete will be paid separately.

CODE	PAY ITEM	PAY UNIT
21590EN	Sound Barrier Wall	Square Feet
08039	Pre-Drilling for Piles	Linear Feet
08050	Piles – Steel HP14x73	Linear Feet
23378EC	Concrete Sealing	Square Feet

SPECIAL NOTE FOR HOT-DIP GALVANIZING STEEL

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

I . DESCRIPTION. This work shall consist of surface preparation and hot-dip galvanizing structural steel specified on the plans. An additional coating system as described in Section 607.03.23 of the Specifications is not required when this note is included in the contract.

II. MATERIALS.

- A. Steel.** Use steel specified in the plans; however, fabricator must confirm that the steel material has silicon content either below 0.4% or between 0.15% and 0.22% to ensure galvanizing will perform and bond as required. Steel material out of this range shall be rejected. This specification can only be utilized for rolled steel beam bridges (no plate girders) and associated hardware.
- B. Zinc.** In accordance with AASHTO M111.

III. HOT-DIP GALVANIZING.

- A. Application.**
Steel members, fabrications and assemblies shall be galvanized by the hot-dip process in the shop according to AASHTO M111 (*Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products*).

Bolts, nuts, washers and steel components shall be galvanized in the shop according to AASHTO M232 (*Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware*).

- B. Safeguarding against embrittlement, distortion, and cracking**
All steel shall be safeguarded against embrittlement according to ASTM A143 (*Standard Specification for Safeguarding against Embrittlement of Hot-Dip Galvanized Structural Steel Products and Procedure for Detecting Embrittlement*). Water quenching or chromate conversion coatings shall not be used on any steel work that is to be painted.

All galvanized steel work shall be handled in a manner to avoid mechanical damage and minimize distortion. Members shall be supported during galvanization to prevent permanent distortion. The contractor/fabricator/galvanizer must propose changes to the element prior to preparing shop drawings if necessary to minimize the chances of permanent distortion or cracking during hot-dip galvanizing. Pre-heating must be utilized if necessary to minimize the chance of permanent distortion or cracking.

The contractor is required to inspect each element for distortion following hot-dip galvanizing prior to dipping the next element. Consult the Engineer if distortion is detected before proceeding to the next element.

- C. Fabrication**
Hot-dip galvanizing shall be indicated on the shop drawings. The fabricator shall coordinate with the galvanizer to incorporate additional steel detail required to facilitate galvanizing of the steel. These additional details shall be indicated on the shop drawings.

To insure identification after galvanizing, piece marks shall be supplemented with metal tags for all items where fit-up requires matching specific pieces.

After fabrication (cutting, welding, drilling, etc.) is complete, all holes shall be deburred and all fins, scabs or other surface/edge anomalies shall be ground or repaired per ASTM A6. The items shall then be cleaned per Steel Structures Painting Council's Surface Preparation Specification SSPC-SP1 (Solvent Cleaning) and SSPC-SP6 (Commercial Blast Cleaning). All surfaces shall be inspected to verify no fins, scabs or other similar defects are present.

All welded attachments shall be connected prior to hot dip galvanization, including shear studs.

Beams shall be handled, stored and transported with their webs vertical and with proper cushioning to prevent damage to the member and coating. Members shall be supported during galvanizing to prevent permanent distortion.

D. Surface Preparation

The Contractor/Fabricator shall consult with the galvanizer to insure proper removal of grease, paint and other deleterious materials prior to galvanizing. The members shall be abrasive blasted/cleaned to SSPC SP6/NACE 3 to remove all mill scale.

E. Coating Requirements

Coating weight, surface finish, appearance and adhesion shall conform to requirements of ASTM A385 (*Standard Practice for Providing High-Quality Zinc Coatings (Hot-Dip)*) and AASHTO M111 or AASHTO M232, as appropriate.

F. Testing Requirements

Inspection and testing of hot-dip galvanized coatings shall follow the guidelines provided in the American Galvanizers Association publication "*Inspection of Products Hot-dip Galvanized after Fabrication*". Sampling, inspection, rejection and retesting for conformance with requirements shall be according to AASHTO M111 or AASHTO M232 as applicable, with the target coating thickness of 152 microns (6 mils). Coating thickness shall be measured according to AASHTO M111, for magnetic thickness gage measurement and AASHTO M232 as appropriate. The Cabinet may elect to conduct testing in addition to the Standards required testing.

All galvanized steel will be visually inspected for finish and appearance.

Bolts, nuts, washers, and steel components shall be packaged according to AASHTO M232. Identity of bolts, nuts and washers shall be maintained for lot-testing after galvanizing according to Article 505.04(f)(2) for high strength steel bolts.

G. Connection Treatment

After galvanizing and prior to shipping, contact surfaces for any bolted connections shall be roughened by hand wire brushing or according to SSPC-SP7 (Brush-Off Blast Cleaning). Power wire brushing is not allowed.

All bolt holes shall be reamed or drilled to their specified diameters after galvanizing. All bolts shall be installed after galvanizing.

H. Repair of Hot-dip Galvanized Coating

Surfaces with inadequate zinc thickness will be repaired using zinc based solder in accordance to ASTM A780 (*Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings*) Section 4.2.1 and AASHTO M111. Any fins or slivers present after galvanizing will be removed and repaired ASTM A780 (Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings) Section 4.2.1 and AASHTO M111.

Surfaces of galvanized steel that are damaged after the galvanizing operation shall be repaired according to ASTM A780. Damage that occurs in the shop shall be repaired in the shop. Damage that occurs during transport or in the field shall be repaired in the field. Any drips or runs in the galvanizing will be removed by grinding to match the surrounding surface.

All bolt holes shall be reamed or drilled to their specified diameters after galvanizing.

The Cabinet's Project Team must inspect and approve the galvanized steel prior to the subsequent Phase of Work.

SPECIAL NOTE FOR CONCRETE SEALING

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

- I. **DESCRIPTION.** Perform all work in accordance with the Department's 2019 Standard Specifications, and applicable Supplemental Specifications, the attached sketches, and these Notes. Section references are to the Standard Specifications.
This work consists of: (1) Furnish all labor, materials, tools, and equipment; (2) Clean the bridge deck; (3) Seal the bridge deck; (4) Maintain & control traffic; and, (5) Any other work specified as part of this contract.

- II. **MATERIALS.**
A. **Sealer.** Use one of the following:

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

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

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

III. CONSTRUCTION.

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

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

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

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

IV. MEASUREMENT

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

V. PAYMENT

- A. Concrete Sealing.** Payment at the contract unit price per square feet is full compensation for the following: (1) Furnish all labor, materials, tools, and equipment; (2) Clean the bridge deck; (3) Seal the bridge deck; (4) Maintain & control traffic; and, (5) Any other work specified as part of this contract.

SPECIAL NOTE FOR MECHANICALLY STABILIZED EARTH RETAINING WALLS FAYETTE COUNTY, KENTUCKY

1.0 DESCRIPTION

1.01 General and Experience Requirements:

The work under this section consists of designing, furnishing all materials and constructing Mechanically Stabilized Earth (MSE) retaining walls in accordance with the current Standard Specifications, this Special Note, in compliance with the lines and grades, dimensions and details shown on the project plans, and as directed by the Engineer.

The Contractor shall provide the MSE wall designer with a complete set of project plans and specifications and shall ensure that the wall design is compatible with all other project features that can impact the design and construction of the wall. The following terms are used in this specification for identification of various entities for which the Contractor shall be fully responsible:

Term	Entity
Wall Manufacturer	The entity contractually retained by the contractor to provide materials and construction services for an accepted MSE wall system as identified in Subsection 1.02.
Wall Designer	The entity contractually retained by the contractor to provide design of an accepted MSE wall system as identified in Subsection 1.02. The wall designer may be a representative of the wall manufacturer.
Department / Engineer	Refers to the Kentucky Transportation Cabinet representative and/or a designated consultant acting on behalf of KYTC.

1.02 Accepted Systems:

The contractor shall provide an MSE Wall System that uses inextensible reinforcement and reinforced concrete panels or modular block and is one of the pre-approved systems below. Inclusion of a system on this list does not relieve the Contractor and/or wall manufacturer of the contractual responsibility to satisfy all specific requirements herein and/or elsewhere in the contract documents.

- Reinforced Earth (Reinforced Earth and Retained Earth)
- Hilfiker RSE
- Tricon Retained Soil Wall System
- ISOGRID Retaining Wall System
- Keystone Keysystem I
- Sine Wall MSE Panel System
- Sanders Pre-Cast Concrete Systems
- Vista Wall Systems – Stabilized Earth Wall: Grid Strip Reinforcing
- Vista Wall MSE Structural Wall System: galvanized welded-wire, grid-type soil reinforcement

Heights and lengths of earth retaining walls may vary from, but shall not be less than, those shown on the plans. The height and length to be used for any system shall be the minimum for that system that will effectively retain the earth behind the wall for the loading conditions and the contours, profile, or slope lines shown on the plans, or on the approved working drawings, and in accordance with all relevant

internal and external stability design criteria, but not more than the pre-approved height for the particular MSE wall system selected.

1.03 MSE Wall Design Engineer:

Requirements for the Wall Designer's **MSE Wall Design Engineer** (who may be employed by the wall manufacturer or may be a consultant) are:

- Licensed Professional Engineer in the Commonwealth of Kentucky with a minimum of 5 years of geotechnical and/or structural engineering experience.
- Design and/or construction experience on at least five (5) MSE Walls and a minimum of 50,000 square feet of MSE Wall completed in the past five (5) years. Experience on a Reinforced Soil Slope may be substituted for one wall and up to 10,000 square feet.
- Design experience on at least three (3) MSE Walls and a minimum of 30,000 square feet of MSE Wall on highway infrastructure projects using the wall system that will be used on this project completed in the past five (5) years.
- Completion of at least 15 Professional Development Hours related to the design and/or construction of MSE Walls in the past five (5) years. This training may consist of attendance at a related short course, conference, seminar, workshop, or college course. Include documentation of this training with the submittal of the Design Engineer's credentials.

1.04 Wall Aesthetics:

Wall aesthetics shall be as specified in the project documents and request for proposals.

1.05 Certifications:

- (A) Certification of Design Parameters: See Subsection 2.01 herein specified.
- (B) Certification of Materials: See Subsections 3.04, 3.07, 3.09 & 3.10 herein specified.

1.5 QUALITY CONTROL:

The Department will perform construction inspection for the MSE Walls. However, the Contractor will be required to proactively implement the quality control procedures described herein. All costs associated with MSE Wall Quality Control will be incidental to the cost of the wall.

1.51 MSE Wall Quality Coordinator:

The Contractor shall designate a MSE Wall Quality Coordinator who shall:

- have a minimum of 3 years of construction field experience,
- be responsible for ensuring that the Contractor's quality control procedures are implemented including maintaining and submitting the checklists required in Section 1.57, (but may have other duties and/or responsibilities),
- have sufficient authority to carry out quality coordinator responsibilities, and
- be in the field during MSE Wall construction.

1.52 Mandatory MSE Wall Construction Training:

The MSE Wall Designer or an approved appointee will provide training related to proper MSE Wall construction for Contractor and Department personnel. This training should occur after the contractor has selected the MSE Wall system and the Department has confirmed that the MSE Wall Design Engineer and Manufacturer's Technical Field Representative meet the specified requirements. The training will be

conducted in the District by the Manufacturer's Technical Field Representative or an outside consultant meeting the experience requirements of the Manufacturer's Technical Field Representative. The MSE Wall Construction Training is expected to last one full day. Department personnel who will attend will include project inspection personnel and may include other district and central office personnel. The following contractor personnel are required to attend:

- On-Site Supervisor in charge of MSE Wall construction
- MSE Wall Quality Coordinator
- At least one office management level person representing the MSE Wall contractor
- If the MSE Wall is to be constructed by a subcontractor, at least one management level representative (field or office) of the Prime Contractor
- Manufacturer's Technical Field Representative referenced in Section 1.55 herein

At least one week before the training begins, the Contractor shall submit a list of specific persons who plan to attend.

1.53 Quality Control Plan:

The contractor shall submit a Quality Control Plan to the Engineer for review and acceptance which details measurements and documentation (including daily documentation checklists) that will be maintained by the Contractor during construction to assure consistency in meeting specification requirements. The Contractor shall coordinate the development of the Quality Control Plan with the MSE Wall System Manufacturer and the MSE Wall Design Engineer. The Quality Control Plan shall be submitted to the Engineer for acceptance at least four weeks before beginning MSE wall construction.

1.54 MSE Pre-Activity Meeting:

A pre-activity meeting will be scheduled and shall occur after the Quality Control Plan has been submitted and accepted by the Engineer and no later than two (2) weeks prior to commencement of MSE wall construction activity. As a minimum, this meeting shall be attended by representatives of the Contractor and MSE Wall Sub-Contractor (including wall construction crew chiefs and MSE Wall Quality Coordinator), MSE Wall Manufacturer's Technical Field Representative, Department District personnel as designated by the Branch Manager for Project Delivery and Preservation, Central Office Construction, and Geotechnical Branch. No wall construction activity shall be performed until the contractor's final submittals have been approved as having satisfactorily resolved all review comments and the pre-activity meeting has been held.

1.55 Manufacturer's Technical Field Representative:

The MSE Wall System Manufacturer shall provide a technical field representative to provide assistance to the MSE Wall Contractor. The requirements for the **Manufacturer's Technical Field Representative** are:

- At minimum, an associate's or bachelor's degree with a major in a technical or scientific field such as engineering, engineering or construction technology, geology, physics, mathematics, etc.
- A minimum of five (5) years of technical experience related to engineering and/or construction.
- Construction experience on at least five (5) MSE Walls and a minimum of 50,000 square feet of MSE Wall completed in the past five (5) years. Experience on a Reinforced Soil Slope may be substituted for one wall and up to 10,000 square feet.

- Construction experience on at least three (3) MSE Walls and a minimum of 30,000 square feet of MSE Wall on highway infrastructure projects using the wall system that will be used on this project completed in the past five (5) years.
- Completion of at least ten (10) Professional Development Hours related to the design and/or construction of MSE Walls in the past five (5) years. This training may consist of attendance at a related short course, conference, seminar, workshop, or college course. Include documentation of this training with the submittal of the Technical Field Representative's credentials.

At least four weeks before beginning MSE wall construction, the Contractor shall submit documentation that the Technical Field Representative meets the above requirements.

The minimum required duties of the Manufacturer's Technical Field Representative are:

- Participate in the mandatory training referenced in Section 1.52 herein.
- Participate in the preparation of the Quality Control Plan referenced in Section 1.53 herein.
- Attend the MSE Pre-Activity Meeting referenced in Section 1.54 herein.
- Ensure that the contractor obtains all "Certificates of Analysis" required in Section 3.0 (Materials Requirements) of this Special Note.
- Review all "Certificates of Analysis" and supporting documentation and provide written documentation to the Contractor and Engineer that the reviews have been completed and that all materials meet the specified requirements.
- Review all Supervisor Checklists described in Section 1.57 herein.
- Be present at a minimum, during construction of the initial 10-foot height of the full length of wall for each wall system. Additionally the representative shall be present for the initial 10-foot height of the full length of wall for each wall system as constructed by each additional contractor, and as called upon thereafter by the Engineer, to assist the contractor and Engineer at no additional cost to the Agency.
- After each on-site visit, the Contractor is required to submit a letter to the Engineer written by the Manufacturer's Technical Field Representative documenting the observations of each visit with documentation that the MSE Wall Design Engineer has reviewed the letter.
- The manufacturer's technical field representative may recommend field changes subject to the approval of the MSE Wall Design Engineer and the Department. Any such changes shall be documented in writing within 24 hours of the approved changes. This written document shall be sealed by the MSE Wall Design Engineer prior to implementation of the changes.
- The Department reserves the right to discuss matters pertaining to this project directly with the technical field representative and to require the Contractor to call the technical field representative to the site for assistance at no additional cost to the Department if, in the opinion of the Engineer, the Contractor is not satisfactorily complying with the plans and specifications.

1.56 Certificates of Analysis:

The Contractor will be responsible for performing and/or subcontracting all testing required to produce the Certificates of Analysis required in Section 3.0 (Materials Requirements) of this Special Note and for submitting the Certificates to the Engineer as required.

1.57 Checklists:

The Contractor's MSE Wall On-Site Supervisor and MSE Wall Quality Coordinator shall complete and both sign the checklists below and submit them to the Engineer with copies to the Manufacturer's Technical Field Representative. The first three of these checklists can be found in FHWA Publication No. FHWA-NHI-10-025 *"Design and Construction of Mechanically Stabilized Earth Walls and Reinforced*

Soil Slopes – Volume II”, dated November 2009 (these tables are located in the appendix of this document).

Checklists	
Checklist Title	Submittal Requirements
Checklist for Drawing Review (FHWA Table 11-2)	At least two weeks before starting MSE wall construction
Checklist for Specification Compliance (FHWA Table 11-3)	Weekly
Checklist for Construction (FHWA Table 11-5)	Weekly
Quality Control Documentation (Quality Control Plan)	Daily

1.58 MSE Wall Design Engineer:

The MSE Wall Design Engineer will be required to play an active role in the construction of the MSE walls and to be available to answer any questions that may arise during construction. Specifically, the MSE Wall Design Engineer is required to:

- Assist the Contractor and Manufacturer’s Technical Field Representative with preparing the Quality Control Plan referenced in Section 1.53 herein.
- Make at least one site visit (4 hour minimum) while the Contractor is installing panels and reinforced fill material during the first 10 working days of panel and reinforced fill installation
- Review documentation of the Manufacturer’s Technical Field Representative’s site visits.

Additionally, the Design Engineer is required to attend the MSE Wall Construction Training and MSE Pre-Activity Meeting.

2.0 DESIGN SUBMITTALS (WORKING DRAWINGS AND DESIGN CALCULATIONS):

2.01 Submittals:

(A) General:

Design calculations and working drawings clearly showing conformance with the current Standard Specifications; AASHTO LRFD Bridge Design Specifications, current edition; KYTC Geotechnical Manual and project requirements shall be submitted for review. The format for the working drawings shall be in accordance with the Division of Structural Design's Guidance Manual. The first sheet shall be a title sheet.

Working drawings and design calculations shall be sealed by a licensed Professional Engineer in the Commonwealth of Kentucky. The MSE wall designer/supplier shall document on the working drawings all assumptions made in the design. The following statement shall be included near the P.E. seal on the first sheet of the working drawings: “All design assumptions are validated through notes or details on these drawings.”

The Department assumes no responsibility for errors or omissions in the working drawings. Acceptance of the final working drawings submitted by the contractor shall not relieve the contractor of any responsibility under the contract for the successful completion of the work. Construction of the wall shall

not commence until the contractor receives a written Notification to Begin MSE Wall Construction from the Engineer which will be issued once the complete wall package (drawings, calculations and construction procedures) is accepted. Fabrication of any of the wall components before the written Notification to Begin MSE Wall Construction shall be at the sole risk of the Contractor.

A Certificate of Analysis for the Reinforced Fill Material (See Sections 3.05 and 3.07 herein) may be required prior to final acceptance of the MSE Wall design.

(B) Review Submittals:

All review submittals shall be submitted electronically in pdf format through the Contractor to the Project Resident Engineer. The Project Resident Engineer shall forward the plans, calculations, and working drawings to the Department. Submittals may be directly emailed to applicable reviewers with the permission of the Contractor and Resident Engineer provided that the Contractor and Resident Engineer receive email copies of the submittals. Contact the Department before beginning any work on the wall designs and construction plans.

The submittals required shall include working drawings, the Contractor's and MSE Wall supplier's construction procedures, supporting design calculations, verification of experience, and a transmittal letter. The transmittal letter shall only list the documents included in the submittal. No technical information shall be included in the transmittal letter.

Working drawings, design calculations and MSE supplier's construction procedures modified as necessary by the contractor and Wall Designer for site-specific conditions shall be submitted to the Engineer for review. The Engineer shall have 30 calendar days after receiving the six complete sets to finish a review. The revised package shall be resubmitted to the Engineer for review. The Engineer shall have 15 calendar days to complete this review. This review process shall be repeated until the entire submittal is accepted by the Engineer. Additional time required by the Department to review resubmissions shall not be cause for increasing the number of contract working days. The additional work required by the contractor to provide resubmissions shall be at no cost to the Department.

The Department reserves the right to require the contractor to verify that the Reinforced Wall Fill Material meets all applicable requirement before final acceptance of the design.

(C) Final Submittals:

All final wall tracings, with drawing number, shall be submitted on 3 mil, or thicker, 22" X 36" mylar film. The final mylar tracings of the accepted working drawings submitted to the Division of Structural Design shall be dated, sealed, and signed on Sheet 1 by the licensed Professional Engineer performing the work. Nine copies of the accepted working drawings shall be submitted.

2.02 Working Drawings:

The contractor shall submit complete working drawings and specifications for each installation of the system. Working drawings shall include the following at a minimum:

- (1) Layout of the wall including plan and elevation views;
- (2) All design parameters and assumptions including design life;
- (3) Existing ground elevations and utilities impacted by the wall, and those that should be field verified by the contractor, for each location;
- (4) Complete details of all elements and component parts required for the proper construction of the system at each location and any required accommodations for drainage systems, foundation subgrades or other facilities shown on the contract documents;

- (5) The working drawing submittal shall clearly detail any special design requirements, if applicable. These special design requirements may include, but are not limited to: structural frames to place reinforcements around obstructions such as deep foundations and storm drain crossings, drainage systems, placement sequence of drainage and unit core fill with respect to reinforced (structure) fill behind a wall face using modular block facing units, guardrail post installation, scour protection, foundation subgrade modification, all corner details (acute, obtuse and 90 degrees), slip joints, joint details of MSE walls with other cast-in-place structures, wedges, shims and other devices such as clamps and bracing to establish and maintain vertical and horizontal wall facing alignments;
- (6) A complete listing of components and materials specifications; and
- (7) Other site-specific or project specific information required by the contract.

2.03 MSE Wall Design:

(A) General:

The working drawings shall be supplemented with all design calculations for the particular installation as required herein. Installations that deviate from the accepted design (by the Contractor's MSE Wall Design Engineer) shall be accompanied by supporting stability (internal; external; and global/overall and/or compound if required in the project documents) calculations of the proposed structure as well as supporting calculations for all special details not contained in the accepted design. The MSE wall designer/supplier shall note all deviations of the proposed wall design from the accepted design.

The proposed design shall satisfy the design parameters shown on the project plans and listed in this Special Note, and comply with the design requirements of AASHTO LRFD Bridge Design Specifications, current edition and the KYTC Geotechnical and Bridge Design Guidance Manuals. Unless otherwise specified in the contract, all structures shall be designed to conform to the requirements shown in Table 1 and other requirements specified herein.

If the designer uses software other than MSEW, a minimum of one analysis corresponding to the most critical design case for each MSE wall shall be submitted using MSEW software. Sample hand calculations containing a sketch, all external analysis for the design case, and internal analyses for a minimum of three reinforcement levels shall also be submitted for the most critical design case for each MSE wall.

Table 1 - MSE Wall Design Criteria and Parameters

Design Life	100 years
Friction angle of granular retained backfill (<u>where required</u>)	36°
Friction angle of MSE reinforced fill material	34° *
Total Unit weight of granular retained backfill	120 pcf
Total Unit weight of MSE reinforced fill material	120 pcf **
Minimum reinforcement length	Greater of 8 ft. or 0.7 times effective height
Friction angle for sliding calculation (through reinforced fill)	34° *
Resistance factor for sliding	As specified in AASHTO LRFD Bridge Design Specifications
Wall Eccentricity	Verify as specified in AASHTO LRFD Bridge Design Specifications, current edition
Bearing Resistance Factor	As specified in AASHTO LRFD Bridge Design Specifications
Surcharge Loading (due to vehicle loading behind the walls)	As specified in AASHTO LRFD Bridge Design Specifications
Minimum top of leveling pad embedment	2 ft. below final grade or as specified by the Geotechnical Report
<p>* For internally reinforced fill material, a minimum friction angle of 34 degrees shall be substantiated by laboratory tests discussed in Subsection 3.05(D). If the measured friction angle in laboratory tests as per Subsection 3.05(D) is greater than 34 degrees and the fill material is well-graded according to the Unified Soil Classification System (USCS), then the design friction angle may be increased up to a maximum of 38 degrees. See Table 5.</p> <p>** The Total Unit Weight of the reinforced fill material shall be substantiated by laboratory tests discussed in Subsection 3.05(F). If the Total Unit Weight (i.e. SSD Bulk Density) obtained from laboratory tests as per Subsection 3.05(F) varies by more than +/- 5.0 pcf from the design value, then the design must be adjusted accordingly or reinforced fill material falling within this range must be used. See Table 5.</p> <p>“H” is the design height of the wall and is defined as the difference in elevation from the finished grade at the top of wall and the top of leveling pad. The length of reinforcement, “L”, is measured from the backface of the wall facing unit. If applicable, the length of grid type reinforcement is measured from the backface of the wall to the last full transverse member. “H’ “ is the effective height of the wall and is defined as: the design height “H” + (strap length “L” – distance from the wall face to the toe of slope) * tan (slope angle of backfill). In the case of horizontal backfill design height “H” equals effective height “H’ “. The top of the leveling pad shall always be below the minimum embedment reference line as indicated on the plans for that location. If applicable, the total base length for modular block facing units, BT, as measured from the front face of the wall is the length L as defined above plus the width of the modular block unit (the horizontal dimension of the block unit measured perpendicular to the wall face).</p>	

(B) Subsurface Drainage Systems:

Walls shall be provided with subsurface drainage measures as shown on the project plans and specifications. As a minimum, an underdrain system shall be provided for leading subsurface and surface water away from the reinforced fill material and outside the limits of the wall. Geocomposite drains, if used for subsurface drainage, shall be in accordance with Section 845 of the current Standard Specifications.

(C) Obstructions in Reinforced Fill:

(1) General:

Where obstructions, such as deep foundations or storm drains crossings, are located in the reinforced fill material zone, cutting of reinforcements to avoid obstructions shall not be permitted. A minimum offset of one diameter but not less than three (3) feet shall be maintained between the face of any pipe crossings and the back face of retaining wall panels. A minimum clearance of three (3) feet shall be maintained between the face of any other obstruction and the back face of retaining wall panels.

(2) Horizontal Deflection of Reinforcements:

In the horizontal plane at a reinforcing level, a deviation up to fifteen (15) degrees from the normal to the face of the wall may be allowed for strip reinforcement and bolted connection. This deviation is herein referred to as the splay angle. Grid reinforcements may not be splayed, unless connection has been specifically fabricated to accommodate a splay and connection detail has been approved by the Department. If used, the splay in grid reinforcement is limited to fifteen (15) degrees. For obstructions that cannot be accommodated with splayed reinforcement, structural frames and connections shall be required, and shall be designed in accordance with the AASHTO LRFD Bridge Design Specifications, current edition. The structural frame design shall be such that bending moments are not generated in the fill reinforcement or the connection at the wall face. The design, along with supporting calculations, shall be included in the working drawings.

(3) Vertical Deflection of Reinforcements:

Vertical deflection of the reinforcement to avoid obstructions such as utilities along the wall face shall be limited to a maximum of 15 degrees from normal to face of wall. Bends in the reinforcement shall be smooth and gradual to ensure that galvanization remains intact.

(D) Hydrostatic Pressures:

As determined by the Designer and/or as noted on the plans, for walls potentially subject to inundation, such as those located adjacent to rivers, canals, detention basins or retention basins. Effective unit weights shall be used in the calculations for internal and external stability beginning at levels just below the equivalent surface of the pressure head line. Where the wall is influenced by water fluctuations, the wall shall be designed for rapid drawdown conditions which could result in differential hydrostatic pressure.

(E) Acute Angle Corners:

Wall corners with an included angle of less than 70 degrees shall be designed for bin-type lateral pressures for the extent of the wall where the full length of the reinforcement cannot be installed without encountering a wall face. Acute angle corner structures shall not be stand-alone separate structures. Computations shall be provided that demonstrate deformation compatibility between the acute angle corner structure and the rest of the MSE wall. Full-height vertical slip joints shall be provided at the acute angle corner and after the last column of panels where full length of the reinforcements can be placed. The soil reinforcement attached to the slip joints shall be oriented perpendicular to the slip joint panels and shall be the full design length. Special connection and compaction details shall be provided on the working drawings.

(F) Spacing of Metallic Reinforcement for Flexible Face Wall Systems:

Permanent Flexible Face Wall Systems are not allowed.

(G) Fill Reinforcement for Modular Block Wall Systems:

The reinforcement lengths and percent coverage at a given reinforcement level shall be in accordance with the plans. All reinforcement shall be positively connected to the modular block facing units that is capable of resisting 100% of the maximum tension in the reinforcements at any level within the wall. Detailed documentation for connection strength shall be submitted as noted in Subsection 3.10. The vertical spacing of the reinforcement for walls with modular block facing units shall be as follows:

1. The first (bottom) layer of reinforcement shall be no further than 16 inches above the top of the leveling pad.
2. The last (top) layer of reinforcement shall be no further than 20 inches on the average below the top of the uppermost MBW unit.
3. The maximum vertical spacing between layers of adjacent reinforcement shall not exceed 32 inches. For walls deriving any part of their connection capacity by friction the maximum vertical spacing of the reinforcement should be limited to two times the block depth (front face to back face) to assure construction and long-term stability. The top row of reinforcement should be one-half the vertical spacing.

(H) Initial Batter of Wall:

The initial batter of the wall, both during construction and upon completion, shall be within the vertical and horizontal alignment tolerances included in this Special Note. The initial batter of the wall panels at the start of construction and the means and methods necessary to achieve the batter shall be provided on the working drawings. Subject to Engineer's approval, the initial batter of the wall panels may be modified at the start of construction by the manufacturer's field representative based on the evaluation of the reinforced fill material selected by the contractor. Any such changes shall be documented in writing within 24 hours of the approved changes. This written document shall be sealed by the manufacturer's design engineer who is a licensed Professional Engineer in the Commonwealth of Kentucky. Details of the wedges or shims or other devices, such as clamps and external bracing used to achieve or maintain the wall batter, and the details for removal of temporary wedges or shims shall be as shown on the working drawings and/or accompanying construction manual. Permanent shims shall comply with the design life criteria, and shall maintain the design stress levels required for the walls.

(I) Bridge Abutment Design Considerations:

Shallow Bridge Foundations supported by MSE wall systems are not allowed. All bridge loads must be supported by deep foundations.

3.0 MATERIAL REQUIREMENTS:

The contractor shall furnish the Engineer with Certificates of Analysis documenting that all materials meet the requirements herein.

3.01 Precast Concrete Elements:

Precast concrete shall attain a minimum 28-day compressive strength of 4,000 psi unless a higher strength is specified by the wall supplier. The concrete shall be air entrained containing $5.5 \pm 1.5\%$ entrained air at the time the concrete is placed in the forms. A proposed mix design shall be submitted.

Prior to casting, all embedded components shall be set in place to the dimensions and tolerances designated in the plans and specifications. Wall aesthetics shall be in accordance with project plans, special notes, and/or other applicable contract documents.

(A) Concrete Testing and Inspection:

Precast concrete elements shall be subjected to compressive strength testing and inspected for dimensional tolerances and surface conditions. Panels delivered to the site without Department approval will be rejected.

(B) Casting:

Precast concrete face panels shall be cast on a horizontal surface with the front face of the panel at the bottom of the form. Connection hardware shall be set in the rear face. The concrete in each precast concrete panel shall be placed without interruption and shall be consolidated by deploying an approved vibrator, supplemented by such hand tamping as may be necessary to force the concrete into the corner of the forms, and to eliminate the formation of stone pockets or cleavage planes. Form release agents shall be used on all form faces for all casting operations.

The contractor shall advise the Engineer of the starting date for concrete panel casting at least 14 calendar days prior to beginning the operation if the casting operation is within the State, or 21 calendar days if the casting operation is outside the State.

(C) Finish:

(1) Non-Exposed Surfaces:

Rear faces of precast concrete panels shall be a face floated surface finish and screeded to eliminate open pockets of aggregate and surface distortions in excess of $\frac{1}{4}$ inch.

(2) Exposed Surfaces:

The type of finish required on exposed surfaces shall be as shown in the plans.

(a) Exposed Aggregate Finish:

- (1) Prior to placing concrete, a set retardant shall be applied to the casting forms in accordance with the manufacturer's instructions.

- (2) After removal from the forms and after the concrete has set sufficiently to prevent its dislodging, the aggregate shall be exposed by a combination of brushing and washing with clear water. The depth of exposure shall be between 3/8 inch and 1/2 inch.
- (3) An acrylic resin sealer consisting of 80 percent thinner and 20 percent acrylic solids by weight shall be applied to the exposed aggregate surface at a rate of one (1) gallon per 250 square feet.

(b) Concrete Panel Finish:

Concrete panel finish shall be in accordance with the plans and specifications. A sample of the proposed finish consisting of four full-sized panels shall be fabricated for inspection by the Engineer. Fabrication of the remaining panels is not authorized until the Engineer has inspected the sample panels and approved the finish as acceptable.

(D) Tolerances:

Connection device placement shall be within ± 1 inch of the dimensions shown on the drawings. Panel squareness as determined by the difference between the two diagonals shall not exceed 1/2 inch.

(E) Identification and Markings:

The date of manufacture, the production lot number, and the piece mark shall be inscribed on a non-exposed surface of each element.

(F) Handling, Storage and Shipping:

All panels shall be handled, stored, and shipped in such a manner to eliminate the dangers of chipping, discoloration, cracks, fractures, and excessive bending stresses. Panels in storage shall be supported in firm blocking to protect panel connection devices and the exposed exterior finish. Storing and shipping shall be in accordance with the manufacturer's recommendations.

(G) Compressive Strength:

Precast concrete elements shall not be shipped or placed in the wall until a compressive strength of 3,400 pounds per square inch has been attained. The facing elements shall be cast on a flat and level area and shall be fully supported until a compressive strength of 1,000 pounds per square inch has been attained.

(H) Precast Concrete Panel Joints:

(1) General:

Where the wall wraps around an inside corner, a corner block panel shall be provided with flange extensions that will allow for differential movement without exposing the panel joints. The back face of vertical and horizontal joints shall be covered with geotextile filter. Joint filler, bearing pads, and geotextile filter shall be as recommended by the wall manufacturer and shall meet the requirements shown on the approved working drawings.

If required, as indicated on the plans, flexible open-cell polyurethane foam strips shall be used for filler for vertical joints between panels, and in horizontal joints where pads are used.

All joints between panels on the back side of the wall shall be covered with a Type IV geotextile fabric meeting the requirements of Section 843 of the current Standard Specifications. The minimum width shall be one (1) foot.

(2) Bearing Pads:

All horizontal and diagonal joints between panels shall include bearing pads. Bearing pads shall meet or exceed the following material requirements:

- Preformed EPDM (Ethylene Propylene Diene Monomer) rubber pads conforming to ASTM D 2000 Grade 2, Type A, Class A with a Durometer Hardness of 70.
- Preformed HDPE (High Density Polyethylene) pads with a minimum density of 0.946 grams per cubic centimeter in accordance with ASTM D 1505.

The stiffness (axial and lateral), size, and number of bearing pads shall be determined such that the final joint opening shall be $\frac{3}{4} \pm \frac{1}{8}$ inch unless otherwise shown on the plans. The MSE wall designer shall submit substantiating calculations verifying the stiffness (axial and lateral), size, and number of bearing pads assuming, as a minimum, a vertical loading at a given joint equal to 2 times the weight of facing panels directly above that level. As part of the substantiating calculations, the MSE wall designer shall submit results of certified laboratory tests in the form of vertical load-vertical strain and vertical load-lateral strain curves for the specific bearing pads proposed by the MSE wall designer. The vertical load-vertical strain curve should extend beyond the first yield point of the proposed bearing pad.

3.02 Steel Components:

(A) Galvanization:

Fill reinforcement steel shall be hot-dip galvanized in accordance with AASHTO M 111 (ASTM A123). Connection hardware steel can be galvanized by hot-dipping or other means, provided the method satisfies the requirements of AASHTO M 111 (ASTM A123). A minimum galvanization coating of 2.0 oz/ft² (605 g/m²) or 3.4 mils (85 µm) thickness is required. Fill reinforcement steel shall be adequately supported while lifting and placing such that the galvanization remains intact. Steel members with damaged (peeled) galvanization shall be repaired according to ASTM A780 and as specified in approved working drawings, at no additional cost to the Department.

(B) Metallic Reinforcing Strips and Tie Strips:

Reinforcing strips shall be hot-rolled from bars to the required shape and dimensions. The strips' physical and mechanical properties shall conform to the requirements of ASTM A572, Grade 65 minimum.

Tie strips shall be shop fabricated of hot-rolled steel conforming to the requirements of ASTM A1101, Grade 50 minimum. The minimum bending radius of the tie strips shall be $\frac{3}{8}$ inch. Galvanization shall be applied after the strips are fabricated, inclusive of punch holes for bolts as shown on approved drawings.

(C) Metallic Reinforcing Mesh:

Reinforcing mesh shall be shop fabricated of cold-drawn steel wire conforming to the requirements of AASHTO M 32, and shall be welded into the finished mesh fabric in accordance with AASHTO M 55.

Galvanization shall be applied after the mesh is fabricated. A minimum galvanization coating of 2.0 oz/ft² (605 g/m²) or 3.4 mils (85 µm) thickness is required.

(D) Connector Pins:

Connector pins and mat bars shall be fabricated and connected to the fill reinforcement mats as shown in the approved working drawings. Connector bars shall be fabricated of cold drawn steel wire conforming

to the requirements of AASHTO M 32.

(E) Welded Wire Fabric:

All welded wire fabric shall conform to the requirements of AASHTO M 32, AASHTO M 55, and the approved working drawings. Welded wire fabric shall be galvanized in conformance with the requirements of ASTM A123.

(F) Fasteners:

Connection hardware shall conform to the requirements shown in the approved working drawings. Connection hardware shall be cast in the precast concrete panels such that all connectors are in alignment and able to transfer full and even load to the fill reinforcement. Once the reinforcement is connected to the panel, the amount of slack shall not exceed 1/8 inch between the connector and the reinforcement during field installation. (If wedges are to be used to remove slack, the size, shape, and installation procedure with illustrations shall be included on the drawings and in the construction procedures.) Fasteners shall be galvanized and conform to the requirements of AASHTO M 164 or equivalent.

3.03 Geosynthetic Reinforcement:

Geosynthetic fill reinforcement is not allowed.

3.04 Certificate of Analysis for Fill Reinforcements:

For metallic wall reinforcement, a mill test report containing the ultimate tensile strength for the fill reinforcement shall be included in the certification. For metallic wall reinforcement, a mill test report containing the galvanization coverage shall be included in the certification. For metallic mesh wall reinforcement, a mill test report containing the ultimate weld strength for the fill reinforcement shall be included in the certification.

3.05 Reinforced Wall Fill Material:

Provide internally reinforced wall fill material consisting of quarry-processed limestone from a Department-approved quarry meeting all applicable general requirements of Section 805 of the Standard Specifications, current edition, and requirements herein. Provide material meeting the specific requirements for "Reinforced Fill Material" in Section 805 of the Standard Specifications, current edition, defined as "Non-Erodible" according to Section 805, and meeting all other requirements herein. Approval of the material source by the Department is required prior to beginning MSE wall construction.

(A) General:

Reinforced wall fill material shall be free of shale, organic matter, mica, gypsum, smectite, montmorillonite, or other soft poor durability particles. No salvaged material, such as asphaltic concrete millings or Portland Cement Concrete rubble, etc., will be allowed.

(B) Soundness and Shale:

The reinforced fill material shall have a soundness loss of 30 percent or less when tested in accordance with AASHTO T104 using a magnesium sulfate solution with a test duration of four cycles. Alternatively, the material shall have a soundness loss of 15 percent or less when tested in accordance with AASHTO T104 using a sodium sulfate solution with a test duration of five cycles. A maximum of 2.0% shale is permitted as determined by KM 64-604.

(C) Gradation:

Gradations will be determined per AASTHO T27 and shall be in accordance with Table 2, unless otherwise specified.

Table 2 REINFORCED FILL GRADATION REQUIREMENTS	
Sieve Size	Percent Passing
4 inch	100
2 inch	40 – 90
No. 4	0 - 10
No. 200	0 – 5
This is the same gradation as required in Section 805.11 of the Standard Specifications except the requirement for the 2 inch sieve has been added. Size # 23 in the Standard Specifications falls within these gradation limits.	

(D) Internal Friction Angle Requirement:

The reinforced wall fill material shall exhibit an effective (drained) angle of internal friction of not less than 34 degrees, as determined by performing a Direct Shear Test in accordance with AASHTO T236 or ASTM D3080. A minimum of three (3) points (i.e. three normal stresses) is required to constitute a complete test.

The direct shear test shall be performed on the portion finer than the 1-inch sieve. In order to comply with the test method, a minimum 12-inch diameter circular box or minimum 12-inch square box is required. The sample shall be compacted directly in the shear device at the saturated surface dry (SSD) condition and in general accordance with the rodding procedure in AASHTO T-19.

(E) Electrochemical Requirements:

The reinforced wall fill material shall meet the electrochemical requirements of Table 3.

Table 3 ELECTROCHEMICAL REQUIREMENTS FOR METALLIC REINFORCEMENTS		
Characteristic	Requirement	Test Method
Resistivity	> 3,000 ohm-cm	AASHTO T-288
pH	5.0 to 10.0	AASHTO T-289
Chlorides	< 200 ppm	ASTM D4327
Sulfates	< 1000 ppm	ASTM D4327
Organic Content	< 1.0 %	AASHTO T-267
* If the resistivity is greater or equal to 5,000 ohm-cm, the chloride and sulfate requirements may be waived.		

Table 4 – VACANT

(F) Saturated Surface Dry (SSD) Bulk Density:

The Bulk Density of the Reinforced Fill Material shall be obtained in accordance with AASHTO T19. The Bulk Density at the oven-dry condition shall then be corrected using the Absorption determined according to AASHTO T-85 to determine the SSD Bulk Density, which shall be within +/- 5.0 pcf of the

design total unit weight of MSE reinforced fill material or the design shall be adjusted. (See Table 1.)

(G) Limits of Reinforced Wall Fill Material:

The reinforced fill material shall extend to at least one (1) foot beyond the free end of the reinforcement. If applicable, back-to-back walls wherein the free ends of the reinforcement of the two walls are spaced apart less than or equal to one-half the design height of the taller wall, reinforced wall fill material shall be used for the space between the free ends of the reinforcements as well. The design height of the wall is defined as the difference in elevation between finished grade at top of wall and the top of leveling pad. The top of the leveling pad shall always be below the minimum embedment reference line as indicated on the plans for the location under consideration.

3.06 Granular Embankment for Foundation and Retained Backfill:

Provide granular foundation material and granular external retained backfill consisting of “Granular Embankment” meeting the material requirements of Section 805 in the current edition of the Standard Specifications and defined as “Non-Erodible” according to Section 805. If required by design, the extent of the granular foundation material and granular external retained backfill shall be shown in the Geotechnical Notes. Contrary to the Standard Specifications, no natural sand is permitted. Also contrary to the Standard Specifications, the maximum size limit for “Granular Embankment” is 4 inches where shown in the Geotechnical Sheets. Approval of the material source by the Department is required prior to beginning placement of this material.

3.07 Sampling & Testing of Reinforced Wall Fill and Granular Embankment Materials

(A) Reinforced Wall Fill:

To obtain source approval, the contractor shall furnish the Engineer with an 80-pound representative sample of the reinforced wall fill material and a Certificate of Analysis containing results of all tests referenced in Table 5 at least four weeks prior to beginning construction of the MSE wall.

During construction, the reinforced fill material shall be sampled and tested by the Engineer for acceptance and quality control testing. A new sample and Certificate of Analysis shall be provided any time the material and/or source changes.

Table 5 - Sampling Frequency for Reinforced Wall Fill Material

Function	Tests	Frequency
Source Approval	Soundness (AASHTO T104)* % Shale (KM 64-604)* Gradation (AASHTO T27)*	At least four (4) weeks prior to beginning MSE wall construction and once per material change and/or change in source.
Testing by Contractor and/or its Consultant(s)	Direct Shear (AASHTO T236 or ASTM D3080)* Organic Content (AASHTO T267)* SSD Bulk Density (AASHTO T19 & T85)* Resistivity (AASHTO T288)** pH (AASHTO T289)** Chlorides and Sulfates (ASTM D4327)**	Except for Direct Shear, one test is valid for up to 10,000 ft ² of MSE wall area if there is no material change or change in source. **** Generally, only one Direct Shear test is required unless there is a change in material, source, or gradation.
Acceptance and Quality Control	Gradation (AASHTO T27) % Shale (KM 64-304) At the discretion of the Engineer.	One per 2,000 cubic yards at job site. (A change of more than +/- 5.0 percent passing any sieve size <u>will</u> require additional SSD Bulk Density testing and <u>may</u> require additional Direct Shear testing, both by the Contractor.)
Testing by Department	Any other applicable requirements of Section 805 of the current Standard Specifications	As required by the current Materials Field Sampling and Testing Manual, Standard Specifications, and/or other Department policy.
<p>* The laboratory performing these tests must be accredited by the AASHTO Materials Reference Laboratory (AMRL) for the tests they perform. AMRL accreditation for AASHTO T104 & T27 is required to perform KM 64-604.</p> <p>** Although accreditation for the specific test methods may not be available, the laboratory performing these tests must be accredited or certified by one of the organizations below. A laboratory's accreditation or certification status does not relieve the laboratory of its responsibility to perform the tests in accordance with the specified methods.</p> <ul style="list-style-type: none"> • AMRL - Soil and/or Aggregate (Resistivity and pH only) • American Association for Laboratory Accreditation (A2LA) - Chemical and/or Environmental • Kentucky Division of Water - Drinking Water Chemical Analyses <p>The Contractor may consult the Geotechnical Branch to ensure that a lab is accredited or certified.</p> <p>**** e.g. 1 to 10,000 ft² of wall requires 1 test, 10,001 to 20,000 ft² requires 2 tests, etc.</p>		

(B) Granular Embankment Material for Foundation and Retained Backfill:

To obtain source approval, the contractor shall furnish the Engineer with an 80-pound representative sample of the Granular Embankment material and a Certificate of Analysis at least four weeks prior to beginning Granular Embankment construction.

**Table 6
Sampling Frequency for Granular Embankment for Foundation and Retained Backfill**

Function	Frequency
Source Approval	At least four weeks prior to beginning granular embankment construction and once per material change and/or change in source.
Acceptance and Quality Control	In accordance with standard procedures for "Granular Embankment".

3.08 Cast-in-Place Concrete:

Cast-in-place concrete shall be Class A, except that the leveling pads shall be Class B, both in accordance with the current Standard Specifications.

3.09 Modular Block (Segmental) Facing Units:

This section covers dry-cast hollow and solid concrete masonry structural retaining wall units, machine made from Portland cement, water, and suitable mineral aggregates. The units are intended for use as facing units in the construction of mortarless, modular block walls (MBW) also known as segmental retaining walls (SRW). Metallic reinforcement specified in Section 3.02 shall be used as reinforcement in the reinforced (structure) wall fill zone.

(A) Casting:

Cementitious material in the modular block facing unit shall be Portland cement conforming to the requirements of ASTM C 150. If fly ash is used it shall not exceed 20% by weight of the total cement content and shall conform to ASTM C 618. Aggregates used in concrete blocks shall conform to ASTM C 33 for normal weight concrete aggregate. Efflorescence control agent shall be used in concrete mix design to prevent efflorescence on the block.

The contractor shall advise the Engineer of the starting date for concrete panel casting at least 14 calendar days prior to beginning the operation if the casting operation is within the State, or 21 calendar days if the casting operation is outside the State.

(B) Physical Requirements:

At the time of delivery to the work site, the modular block facing units shall conform to the following physical requirements:

- 1) Minimum required compressive strength of 4,000 psi (average 3 coupons)
- 2) Minimum required compressive strength of 3,500 psi (individual coupon)
- 3) Minimum oven dry unit weight of 125 pcf
- 4) Maximum water absorption of 5 % after 24 hours
- 5) Maximum number of blocks per lot of 2,000. Tests on blocks shall be submitted at the frequency of one set per lot.

Acceptance of the concrete block, with respect to compressive strength, water absorption and unit weight, will be determined on a lot basis. The lot shall be randomly sampled and tested in accordance with ASTM C140. As no additional expense to the Department, the manufacturer shall perform the tests at a Department approved laboratory and submit the results to the Engineer for approval. Compressive strength test specimens shall be cored or shall conform to the saw-cut coupon provisions of ASTM C 140. Block lots represented by test coupons that do not reach an average compressive strength of 4,000 psi will be rejected.

(C) Freeze-Thaw Durability:

In areas where repeated freezing and thawing under saturated conditions occur, the units shall be tested to demonstrate freeze-thaw durability in accordance with Test Method ASTM C1262. Freeze thaw durability shall be based on tests from five specimens made with the same materials, concrete mix design, manufacturing process, and curing method, conducted not more than 18 months prior to delivery. Specimens used for absorption testing shall not subsequently be used for freeze-thaw testing. Specimens shall comply with either or both of the following acceptance criteria depending on the severity of the project location as determined by the Department:

- 1) The weight loss of four out of five specimens at the conclusion of 150 cycles shall not exceed 1% of its initial weight when tested in water.
- 2) The weight loss of each of four out of the five test specimens at the conclusion of 50 cycles shall not exceed 1.5% of its initial mass when tested in a saline (3% sodium chloride by weight) solution.

(D) Tolerances for Modular Block Dimensions:

Modular blocks shall be manufactured within the following tolerances:

- 1) The length and width of each individual block shall be within $\pm 1/8$ inch of the specified dimension. Hollow units shall have a minimum wall thickness of $1\frac{1}{4}$ inches.
- 2) The height of each individual block shall be within $\pm 1/16$ inch of the specified dimension.
- 3) When a broken (split) face finish is required, the dimension of the front face shall be within ± 1.0 inch of the theoretical dimension of the unit.

(E) Finish and Appearance:

Units that indicate imperfect molding, honeycomb or open texture concrete and color variation on front face of block due to excess form oil or other reasons shall be rejected. All units shall be visually efflorescence free. All units shall be sound and free of cracks or other defects that would interfere with the proper placing of the unit or significantly impair the strength or permanence of the construction. Minor cracks (e.g. no greater than $1/50$ inch in width and no longer than 25% of the unit height) incidental to the usual method of manufacture or minor chipping resulting from shipment and delivery, are not grounds for rejection.

The exposed faces shall be free of chips, cracks or other imperfections when viewed from a distance of 30 feet under diffused lighting. Up to five (5) percent of a shipment may contain slight cracks or small chips not larger than 1.0 inch.

Color and finish shall be as shown on the plans and shall be erected with a running bond configuration.

(F) Pins:

If pins are required to align modular block facing units, they shall consist of a non-degrading polymer or hot-dipped galvanized steel and be made for the express use with the modular block units supplied. Connecting pins supporting the reinforcement shall be hot-dipped galvanized steel and be capable of holding the reinforcement in the proper design position during backfilling.

(G) Cap Units and Adhesive:

The cap unit connection to the block unit immediately under it shall be of a positive interlocking type and not frictional. Cap units shall be cast to or attached to the top of modular block facing units in strict accordance with the requirements of the manufacturer of the blocks and the adhesive. The surface of the block units under the cap units shall be clear of all debris and standing water before the approved adhesive is placed. Contractor shall provide a written 10-year warranty, acceptable to Owner, that the integrity of the materials used to attach the cap blocks will preclude separation and displacement of the cap blocks for the warranty period.

(H) Unit (Core) Fill:

Unit (core) fill is defined as free-draining, coarse grained material that is placed within the empty cores of the modular block facing units. Unit (core) fill shall be a well graded crushed stone or granular fill meeting the gradation shown in Table 7. Gradation for unit fill shall be tested at the frequency of 1 test per 50 yd³

at the job site and for every change in the material source.

Table 7
Gradation for Unit (Core) Fill

U.S. Sieve Size	Percent Passing
1½-inch	100
1-inch	75-100
¾-inch	50-75
No. 4	0-60
No. 40	0-50
No. 200	0-5

3.10 Certificate of Analysis for Modular Block Connection:

For modular block facing units, a certification shall be provided with detailed calculations according to AASHTO and the results of laboratory test results performed in accordance with Section C.3 in Appendix B of FHWA NHI-10-025, dated 2009 (“Mechanically Stabilized Earth Walls and Reinforced Soil Slopes – Volume II”). Such certification shall demonstrate that all connections, including block-to-reinforcement and block-to-block connections, and all related components meet or exceed the current AASHTO 100 year design life requirements and are capable of resisting 100% of the maximum tension in the soil reinforcements at any level within the wall. Long-term connection testing for extensible reinforcements is also required. The effect of wall batter and normal pressures representative of the full range of wall configurations and heights shall be incorporated in the tests.

4.0 CONSTRUCTION REQUIREMENTS:

Construction of MSE walls may be subject to special requirements as specified in the Geotechnical Report and Geotechnical MSE Wall Note Sheets developed by the Design Build Team. These requirements may include but are not limited to: monitoring devices (refer to section 4.5), phased panel and reinforced fill construction, waiting period intervals and foundation modification.

4.01 Excavation:

The contractor shall ensure that temporary slopes are safe during the period of wall construction, and shall adhere to all applicable local, state and federal regulations. During construction of the MSE walls, the contractor shall design, construct, maintain and, when called for, remove temporary excavation support systems (shoring). Temporary excavation support systems may be left in place if approved by the Engineer. The back slope of the excavation shall be benched. Where shoring is required, the contractor shall submit the shoring design, and a plan outlining construction and removal procedures, to the Engineer for review and approval prior to proceeding with the work. Shoring plans shall be prepared and submitted as part of the working drawings and shall bear the seal and signature of a licensed Professional Engineer in the Commonwealth of Kentucky. All shoring design shall include appropriate input and review by a geotechnical engineer.

4.02 Foundation Preparation:

(A) General:

If required, specific ground improvement requirements shall be outlined in the Geotechnical Report and the Geotechnical Note Sheets.

In general the following applies:

The foundation for the reinforced wall fill and retained backfill shall be graded level for the entire area of the base of such backfills, plus an additional 12 inches on all sides, or to the limits shown in the plans.

If soil reinforcement components are to be positioned on native soil, the top one (1) foot of native soil shall meet the requirements of the reinforced backfill material specified in Subsection 3.05.

Foundation replacement material shall consist of "Granular Embankment" meeting the requirements of Section 3.06 herein. The material shall be compacted in accordance with Section 206 of the current Standard Specifications except that the maximum loose lift thickness (prior to compaction) is 12 inches. Type IV Geotextile Fabric shall be placed between the existing embankment material and the proposed "Granular Embankment" in accordance with Sections 214 and 843 of the Standard Specifications.

(B) Proof-Rolling:

The contractor shall perform proof-rolling to evaluate the stability and uniformity of the subgrades on which the MSE structure will be constructed. Proof rolling shall be performed on the entire areas at the following locations:

- 1) At the bottom of the overexcavation and recompaction zones.
- 2) At the bottom of the overexcavation and replacement zones.
- 3) At the base of all walls.
- 4) At the top of native soil layers and/or existing fill material that has been scarified, moisture-conditioned, and recompacted (if different from the bottom of the overexcavation and recompaction zones, or overexcavation and replacement zones).

Proof-rolling shall be done immediately after subgrade compaction while the moisture content of the subgrade soil is near optimum, or at the moisture content that was used to achieve the required compaction. Proof-rolling shall be performed again within one day prior to beginning MSE Wall construction.

If proof-rolling is performed after installation of pipe underdrains, the proof-roller shall not be used within 1½ feet of the underdrains.

Proof-rolling shall be performed with a pneumatic-tired tandem axle roller with at least three wheels on each axle, a gross weight of 25 tons (50,000 pounds), a minimum tire pressure of 75 pounds per square inch, and a minimum rolling width of 75 inches. A Caterpillar PS-300B (or PF-300B), Ingersoll-Rand PT-240R, BOMAG BW24R, Dynapac CP271, or equipment with equivalent capabilities shall be used for proof-rolling.

Proof-rolling equipment shall be operated at a speed between 1.5 and 3 miles per hour, or slower as required by the Engineer to permit measurements and/or observations of the deformations, ruts and/or pumping.

Proof-rolling shall be carried out in two directions at right angles to each other with no more than 24 inches between tire tracks of adjacent passes. The contractor shall operate the proof-roller in a pattern that readily allows for the recording of deformation data and complete coverage of the subgrade.

The following actions shall be taken based on the results of the proof-rolling activity:

- 1) Rutting (i.e. deformation that does not rebound) less than ¼-inch – The grade is acceptable.
- 2) Rutting greater than ¼-inch and less than 1½ inches – The grade shall be scarified and re-compacted.
- 3) Rutting greater than 1½ inches – The compacted area shall be removed and reconstructed.

- 4) Pumping (i.e. deformation that rebounds, or materials that are squeezed out of a wheel's path) greater than one (1) inch – The area shall be remediated as directed by the Engineer.

The contractor shall be responsible for maintaining the condition of the approved proof-rolled soils throughout the duration of the retaining wall construction. Wall construction shall not commence until the foundation subgrade has been approved by the Engineer.

4.03 Concrete Leveling Pad:

Leveling pads shall be constructed of unreinforced Class B concrete meeting the requirements of Section 601 of the current Standard Specifications as shown on the working drawings. Gravel leveling pads shall not be allowed. The elevation of the top of leveling pad shall be within $\frac{1}{8}$ inch from the design elevation when measured by a straightedge over any 10-foot run of the leveling pad.

The minimum width of the leveling pad shall be the width of the facing unit plus 8-inches. The centerline of the leveling pad shall be within 1 inch from design location. When the facing units are centered on the leveling pad, the leveling pad shall extend approximately 4-inches beyond the limits of the facing unit as measured in the direction perpendicular to the face of the wall.

Cast-in-place leveling pads shall be cured for a minimum of 48 hours before placement of wall facing units. A geotextile shall be applied over the back of the area of any openings greater than $\frac{1}{4}$ inch between the facing units and leveling pad steps. The geotextile shall extend a minimum of six (6) inches beyond the edges of the opening. The opening shall be filled with Class B concrete, or shall be concurrently backfilled on both sides with soil.

4.04 Subsurface Drainage:

Prior to wall erection, the contractor shall install a subsurface drainage system as shown on the working drawings.

4.05 Wall Erection:

(A) General:

Walls shall be erected in accordance with the approved manufacturer's written construction procedures. The contractor shall be responsible for ensuring that a field representative from the manufacturer is available at the site during construction of the initial 10-foot height of the full length of wall for each wall system. Additionally the representative shall be present for the initial 10-foot height of the full length of wall for each wall system as constructed by each additional contractor, and as called upon thereafter by the Engineer, to assist the contractor and Engineer at no additional cost to the Department. All temporary construction aids (e.g., wedges, clamps, etc.) shall be in accordance with the manufacturer's recommendations.

(B) Placement Tolerances for Walls with Precast Facing:

For walls with rigid facing, such as precast concrete panels, the panels shall be placed such that their final position is vertical or battered as shown on the working drawings. As wall fill material is placed, the panels shall be maintained in the correct vertical alignment by means of temporary wedges, clamps, or bracing as recommended by the manufacturer. A minimum of two, but not more than three, rows of panel wedges shall remain in place at all times during wall erection. Wedges shall be removed from lower rows as panel erection progresses, so as to prevent chipping or cracking of concrete panels. The contractor shall repair any damage to erected concrete panels as directed by the Engineer and to the Engineer's satisfaction. No external wedges in front of the wall shall remain in place when the wall is complete.

Erection of walls with panel facing shall be in accordance with the following tolerances:

- Vertical and horizontal alignment of the wall face shall not vary by more than 3/4 inch when measured along a 10-foot straightedge.
- The overall vertical tolerance (plumbness) of the finished wall shall not exceed 1/2 inch per 10 feet of wall height. Negative (outward leaning) batter is not acceptable.
- The maximum permissible out of plane offset at any panel joint shall not exceed 3/8 inch.
- The final horizontal and vertical joint gaps between adjacent facing panel units shall be within 1/8 inch and 1/4 inch, respectively, of the design final joint opening per the approved calculations required in Subsection 3.01(H).

Wall sections not conforming to these tolerances shall be reconstructed at no additional cost to the Department.

(C) Placement Tolerances for Permanent Walls with Flexible Facing:

Permanent Flexible Facing is not allowed.

(D) Placement Tolerances for Modular Block Units:

Erection of walls with Modular Block Units shall be as per the following requirements:

- Vertical and horizontal alignment of the wall face shall not vary by more than 3/4-inch when measured along a 10-foot straightedge.
- Overall vertical tolerance (plumbness) of the wall shall not exceed 1 1/4-inch per 10-ft of wall height from the final wall batter. Negative (outward leaning) batter is not acceptable.
- The first row of units shall be level from unit-to-unit and from front-to-back. Use the tail of the units for alignment and measurement.
- All units shall be laid snugly together and parallel to the straight or curved line of the wall face.
- Unless otherwise noted, all blocks shall be dry-stacked and placed with each block evenly spanning the joint in the row below (running bond). Shimming or grinding shall control the elevations of any two adjacent blocks within 1/16 inch.
- The top of blocks shall be checked with a minimum length of 3-feet long straight edge bubble level. Any high points identified by the straight edge shall be ground flat. Block front to back tilting shall be checked frequently, however correction by shimming shall be done no later than 3 completed courses.
- Wall sections not conforming to these tolerances shall be reconstructed at no additional cost to the Department.

(E) Placement of Metallic Reinforcement Elements:

Metallic reinforcement elements shall be placed normal (perpendicular) to the face of the wall, unless otherwise shown on the approved plans. All reinforcement shall be structurally connected to the wall face.

At each level of the reinforcement, the reinforced wall fill material shall be roughly leveled and compacted before placing the next layer of reinforcement. The reinforcement shall bear uniformly on the compacted reinforced fill from the connection to the wall to the free end of the reinforcing elements. The reinforcement placement elevation shall be at the connection elevation to two (2) inches higher than the connection elevation.

Where overlapping of reinforcing may occur, such as at corners, reinforcing connections to panels shall

be adjusted to maintain at least three (3) inches of vertical separation between overlapping reinforcement.

(F) Placement of Geotextile:

All joints between precast concrete panels shall be covered with geotextile on the backside of the wall. Adhesive shall be applied to panels only. Adhesive shall not be applied to geotextile fabric or within two (2) inches of a joint. The contractor shall provide geotextile having a minimum width of 12 inches, and shall overlap fabric a minimum of four (4) inches. If applicable, the placement of the geotextile fabric for modular block walls shall be in accordance with the plans.

(G) Joint Pads and Fillers:

The contractor shall install joint pads and fillers as shown on the working drawings.

(H) Placement of Geosynthetic Reinforcement:

Geosynthetic reinforcement is not allowed.

4.06 Reinforced Wall Fill Placement:

(A) General:

Reinforced wall fill material shall be compacted using a static-weighted or vibratory roller. Sheeps-foot or grid-type rollers shall not be used for compacting material within the limits of the fill reinforcement. Compaction within three (3) feet of the wall facing shall be achieved by a lightweight mechanical tamper or roller system.

Reinforced wall fill placement shall closely follow erection of each course of facing panels. Reinforced fill material shall be placed in such a manner to avoid damage or disturbance of the wall materials, misalignment of facing panels, or damage to fill reinforcement or facing members. The contractor shall place fill material to the level of the connection and in such a manner as to ensure that no voids exist directly beneath reinforcing elements.

If applicable, the fill material for walls with modular block facing units shall not be advanced more than the height of a modular block unit until the drainage fill, core fill and all fill in all openings within the blocks at that level have been placed. The filled units shall be swept clean of all debris before installing the next level of units and/or placing the geogrid materials

The maximum compacted lift thickness shall not exceed eight (8) inches. The contractor shall decrease this lift thickness, if necessary, to obtain the specified density.

For metallic reinforcements, the fill shall be spread by moving the machinery parallel to or away from the wall facing and in such a manner that the steel reinforcement remains normal to the face of the wall. Construction equipment shall not operate directly on the steel reinforcement. A minimum fill thickness of three (3) inches over the steel reinforcement shall be required prior to operation of vehicles. Sudden braking and sharp turning shall be avoided.

Wall materials which are damaged during reinforced fill material placement shall be removed and replaced by the contractor, at no additional cost to the Department. The contractor may submit alternative corrective procedures to the Engineer for consideration. Proposed alternative corrective procedures shall have the concurrence of the MSE wall supplier and designer, in writing, prior to submission to the Engineer for consideration. All corrective actions shall be at no additional cost to the Department.

(B) Compaction Criteria:

Trial fill sections shall be constructed with Department personnel present to determine appropriate criteria to achieve adequate compaction. The trial fill sections shall be performed as follows:

- One trial fill section is valid for up to 10,000 ft² of MSE wall area (e.g. 1 to 10,000 ft² of wall requires 1 trial fill section, 10,001 to 20,000 ft² requires 2, etc.) and for no more than one individual MSE wall.
- The minimum dimensions of the test pad shall be 15 ft. wide by 50 ft. long.
- The lift thickness shall not exceed eight (8) inches after compaction.
- Compaction shall be determined by using a level to measure the settlement of the trial section at a number of points after each pass (e.g., a minimum of 5 points measured at the center of a 1 ft square metal plate or other method approved by the Engineer).
- A thickness of approximately 2.5 feet shall be constructed to determine the appropriate number of passes, which will maximize compaction without excessively crushing the rock at the surface.
- The number of passes to achieve at least 80 percent of the maximum settlement will be required for production work.
- Only those methods used to establish compaction compliance in the trial fill section shall be used for production work.
- A material change, change in source, a difference of more than +/- 5.0 percent passing any sieve size, and/or change in the approved equipment shall require the contractor to conduct a new trial fill section and obtain re-approval by the Engineer of the minimum number of passes and rolling pattern.
- The Department reserves the right to use other test methods to evaluate the adequacy of the compaction criteria.
- The trial fill sections are incidental to the bid price for Retaining Wall.

Within three (3) feet of the wall facing, compaction criteria shall be determined using test pad sections with Department personnel present to determine appropriate criteria to achieve adequate compaction. The test pad sections shall be performed as follows:

- The minimum dimensions of the test pad shall be 5 ft. wide by 15 ft. long.
- The lift thickness shall not exceed eight (8) inches after compaction.
- Compaction shall be determined by using a level to measure the settlement of the test pad section at a number of points after each pass (e.g., a minimum of 3 points measured at the center of a 1 ft square plate or other method approved by the Engineer).
- A thickness of approximately 2.5 feet shall be constructed to determine the minimum number of passes of a lightweight mechanical tamper or roller system.
- The number of passes to achieve at least 80 percent of the maximum settlement will be required for production work.
- Only those methods used to establish compaction compliance in the test pad section shall be used for production work.
- A material change, change in source, a difference of more than +/- 5.0 percent passing any sieve size, and/or change in the approved equipment shall require the contractor to conduct a new test pad section.
- The test pad sections are incidental to the bid price for Retaining Wall.

(C) Moisture Control:

The free moisture content of the reinforced fill material, as determined by KM 64-306, shall not exceed 2.0% during compaction.

(D) Protection of the Work:

The contractor shall not allow surface runoff from adjacent areas to enter the wall construction site at any time during construction operations. In addition, at the end of each day's operation, the contractor shall slope the last lift of fill material away from the wall facing so that runoff is directed away from the structure. If the subgrade is damaged due to water or otherwise, such that it does not meet the requirements of Subsection 4.02, then as directed by the Engineer, the contractor shall rework and repair the damaged subgrade at no additional expense to the Department. The criteria in Subsection 4.02 shall be used to judge the adequacy of the repair. Rework and repair shall extend to a depth where undamaged work is encountered.

4.07 Retained Backfill Placement:

As required by the Geotechnical Report and plan notes the retained backfill (i.e. external backfill outside of the reinforced volume) may consist of either soil or "Granular Embankment" meeting the requirements of Section 3.06 herein. The material shall be compacted in accordance with Section 206 of the current Standard Specifications except that the maximum loose lift thickness (prior to compaction) is 12 inches. Type IV Geotextile Fabric shall be placed between the existing embankment material and the proposed "Granular Embankment" in accordance with Sections 214 and 843 of the Standard Specifications.

4.5 MONITORING:

4.51 Monitoring Devices:

The Geotechnical Report may require devices to monitor vertical and horizontal displacement both during and after construction. The Contractor will be responsible for providing labor and materials and for cooperating with, and providing, any required assistance to Department personnel with implementation of monitoring activities. The cost of all labor and materials required to support the monitoring program will be incidental to the cost of the.

The approximate locations of any monitoring devices shall be shown in the Working Drawings prepared by the MSE Wall Designer.

4.52 Monitoring Schedule:

The monitoring schedule for any required monitoring device shall be as agreed upon in the Geotechnical Report for the structure.

5.0 METHOD OF MEASUREMENT:

5.01 MSE Retaining Wall:

Mechanically Stabilized Earth (MSE) retaining walls will be measured by the square foot of Retaining Wall. The vertical height will be taken as the difference in elevation measured from the top of wall to the top of the leveling pad. No field measurement will be made. The final quantity will be the contract plan quantity increased or decreased by authorized changes.

The MSE Wall supplier's design may require additional excavation and MSE Wall materials to satisfy their design. The design MSE earth reinforcement lengths shall be equal to or greater than the length shown on the plans or as required by the AASHTO Specifications for the height of the wall plus live load surcharge. The lengths of the MSE Reinforcement shall be constant from the bottom to the top of the

section. Extension of the plan limits to accommodate the wall design, configuration of pre-fabricated concrete units, or lengths of earth reinforcement for MSE Walls shall not be cause for changing the plan pay quantities. Additional quantities of excavation, MSE Reinforcement, MSE volume, excavation for foundation replacement, granular embankment, and labor necessary to satisfy the MSE Wall supplier's design shall be incidental to the Retaining Wall.

The MSE volume that extends twelve inches, minimum, beyond the ends of the reinforced volume for MSE Walls shall be incidental to the Retaining Wall.

All work associated with providing the design, details and construction for the coping, moment slab, barrier and pre-cast aesthetic panel shall be incidental to the Retaining Wall.

All materials, equipment, and labor necessary to provide and install the geotextile fabric immediately surrounding the reinforced fill volume shall be incidental to the Retaining Wall.

5.02 Embankment:

The quantity of embankment for external retained backfill behind the MSE Walls and, if required, granular foundation beneath the walls shall be measured according to Section 206 of the current Standard Specifications. The final quantities shall be based on field measurements.

5.03 Geotextile Fabric:

All materials, equipment, and labor necessary to provide and install the geotextile fabric placed between existing fill material and Granular Embankment shall be measured according to Section 214 of the current Standard Specifications. The final quantities shall be based on field measurements.

SPECIAL NOTE FOR MICROPILES

1.0 DESCRIPTION. This work shall consist of constructing micropiles as shown on the Plans, accepted working drawings and approved shop drawings and as specified herein. The micropile specialty Contractor is responsible for furnishing all required working/shop drawings, materials, products, accessories, tools, equipment, services, transportation, labor and supervision, and manufacturing techniques required for installation and testing of micropiles and pile top attachments for this project. The micropile load capacities shall be verified by verification and proof load testing as required and must meet the test acceptance criteria specified herein. Section references herein are to the Department's 2012 Standard Specifications for Road and Bridge Construction.

2.0 MATERIALS.

2.1 Admixtures for Grout. Conform to Section 802. Admixtures that control bleed, improve flowability, reduce water content, and retard set may be used in the grout, subject to the review and acceptance of the Engineer. Admixtures shall be compatible with the grout and mixed in accordance with the manufacturer's recommendations. Accelerators are not permitted.

2.2 Cement. Conform to Section 801. Use types I, II, III or V

2.3 Centralizers and Spacers. Centralizers and spacers shall be fabricated from schedule 40 PVC pipe or tube, steel, or material non-detrimental to the reinforcing steel. Wood shall not be used.

2.4 Epoxy Coating. Conform to subsection 811.10. Bend test requirements are waived. Bearing plates and nuts encased in the pile concrete footing need not be epoxy coated unless the footing reinforcement is epoxy coated.

2.5 Fine Aggregate. If sand / cement grout is used, sand shall conform to Section 804.

2.6 Grout. Neat cement or sand / cement mixture with a minimum 28-day compressive strength of 5,000 psi per AASHTO T106/ASTM C109, unless shown otherwise on the Plans.

2.7 Permanent Casing. Permanent steel casing / pipe shall have the diameter and at least minimum wall thickness shown on the Plans. The permanent steel casing / pipe:

- 1) shall meet the Tensile Requirements of ASTM A252, Grade 3, except the yield strength shall be a minimum of 80 ksi, unless shown otherwise on the plans.
- 2) may be new "Structural Grade" (a.k.a. "Mill Secondary") steel pipe meeting above but without Mill Certification, free from defects (dents, cracks, tears) and with two coupon tests per truckload delivered to the fabricator.

For permanent casing / pipe that will be welded for structural purposes, the following material conditions apply:

- 1) The carbon equivalency (CE) as defined in AWS D1.1, Section X15.1, shall not exceed 0.45, as demonstrated by mill certifications.
- 2) The sulfur content shall not exceed 0.05%, as demonstrated by mill certifications.

For permanent casing / pipe that will be shop or field welded, the following fabrication or construction conditions apply:

- 1) The steel pipe shall not be joined by welded lap splicing.
- 2) Welded seams and splices shall be complete penetration welds.
- 3) Partial penetration welds may be restored in conformance with AWS D1.1.

- 4) The proposed welding procedure certified by a welding specialist shall be submitted for approval.

Where allowed on the Plans, flush threaded casing joints shall be completely shouldered with no stripped threads.

2.8 Plates and Shapes. Structural steel plates and shapes for pile top attachments shall conform to ASTM A709/AASHTO M270, Grade 50.

2.9 Reinforcing Bars. Reinforcing steel shall be deformed bars in accordance with ASTM A615/AASHTO M31, Grade 60 or Grade 75 or ASTM A722/AASHTO M275, Grade 150, as shown on the plans. When a bearing plate and nut are required to be threaded onto the top end of reinforcing bars for the pile top to footing anchorage, the threading may be continuous spiral deformed ribbing provided by the bar deformations (e.g., Dywidag or Williams continuous threadbars) or may be cut into a reinforcing bar. If threads are cut into a reinforcing bar, the next larger bar number designation from that shown on the Plans shall be provided, at no additional cost.

Bar couplers, if required, shall develop the ultimate tensile strength of the bars without evidence of any failure.

2.10 Water. Conform to Section 803.

3.0 CONSTRUCTION.

3.1 Preconstruction.

3.1.1 Experience Requirements. The micropile Contractor shall be experienced in the construction and load testing of micropiles and have successfully constructed at least 5 projects in the last 5 years involving construction totaling at least 100 micropiles of similar size and capacity to those required in these plans and specifications.

The Contractor shall have previous micropile drilling and grouting experience in soil / rock similar to project conditions. The Contractor shall submit construction details, structural details and load test results for at least three previous successful micropile load tests from different projects of similar scope to this project.

The Contractor shall assign an Engineer to supervise the work with experience on at least 3 projects of similar scope to this project completed over the past 5 years. The Contractor shall not use consultants or manufacturers' representatives to satisfy the supervising Engineer requirements of this section. The on-site foremen and drill rig operators shall also have experience on at least 3 projects over the past 5 years installing micropiles of equal or greater capacity than required in these plans and specifications.

At least 45 calendar days before the planned start of micropile construction, the Contractor shall submit electronically in PDF format the completed project reference list and a personnel list. The project reference list shall include a brief project description with the owner's name and current phone number and load test reports. The personnel list shall identify the supervising project Engineer, drill rig operators, and on-site foremen to be assigned to the project. The personnel list shall contain a summary of each individual's experience and be complete enough for the Engineer to determine whether each individual satisfies the required qualifications.

Work shall not be started, nor materials ordered, until the Engineer's written approval of the Contractor's experience qualifications is given. The Engineer may suspend the Work if the Contractor uses non-approved personnel.

3.1.2 Construction Site Survey. Before bidding the Work, the Contractor shall

review the available subsurface information and visit the site to assess the site geometry, equipment access conditions, and location of existing structures and above ground facilities.

The Contractor is responsible for field locating and verifying the location of all utilities shown on the plans prior to starting the Work. Maintain uninterrupted service for those utilities designated to remain in service throughout the Work. Notify the Engineer of any utility locations different from shown on the plans that may require micropile relocations or structure design modification.

Prior to start of any micropile construction activity, the Contractor and Engineer shall jointly inspect the site to observe and document the pre-construction condition of the site, existing structures and facilities.

3.1.3 Construction Submittals. At least 21 calendar days before the planned start of micropile construction, submit to the Engineer, for review and approval, electronically in PDF format the following for the micropile system or systems to be constructed:

- 1) Detailed step-by-step description of the proposed micropile construction and testing procedures in sufficient detail to allow the Engineer to monitor the construction and quality of the micropiles.
- 2) Proposed start date and time schedule and micropile installation schedule.
- 3) Working drawings for micropiles including items that are either not shown on the contract plans or deviations due to specific installation equipment/methods such as final bond zone drill hole diameters; splice types and locations; and reinforcing centralizers and spacers.
- 4) Shop drawings for all structural steel elements used in the micropiles, including the top bearing plate.
- 5) If welding of casing is proposed, submit the proposed welding procedure, by a qualified welding specialist.
- 6) Information on headroom and space requirements for installation equipment that verify the proposed equipment can perform at the site.
- 7) Sample micropile installation log to be used per Section 3.2.9.
- 8) Plan describing how surface water, drill flush, and excess waste grout will be controlled and disposed.
- 9) Certified mill test reports for the reinforcing steel or coupon test results for permanent casing without mill certification. The ultimate strength, yield strength, elongation, and material properties composition shall be included. For API N-80 pipe casing, coupon test results may be submitted in lieu of mill certification.
- 10) Proposed Grouting Plan. The grouting plan shall include complete descriptions, details, and supporting calculations for the following:
 - a) Grout mix design and type of materials to be used in the grout, including certified test data and trial batch reports.
 - b) Methods and equipment for accurately monitoring and recording the grout depth, grout volume and grout pressure as the grout is being placed.
 - c) Grouting rate calculations, when requested by the Engineer. The calculations shall be based on the initial pump pressures or static head on the grout and losses throughout the placing system, including anticipated head of drilling fluid (if applicable) to be displaced.
 - d) Estimated curing time for grout to achieve specified strength. Previous test results for the proposed grout mix completed within one year of the start of grouting may be submitted for initial verification and acceptance and start of production work. During production, grout shall be tested in

accordance with Section 3.2.8.

- e) Procedure and equipment for Contractor monitoring of grout quality.
- 11) Detailed plans for the proposed micropile load testing method. This shall include all drawings, details, and structural design calculations necessary to clearly describe the proposed test method, reaction load system capacity and equipment setup, types and accuracy of apparatus to be used for applying and measuring the test loads and pile top movements in accordance with Section 3.3, Pile Load Tests.
- 12) Calibration reports and data for each test jack, pressure gauge and master pressure gauge and electronic load cell to be used. The calibration tests shall have been performed by an independent testing laboratory, and tests shall have been performed within 90 calendar days of the date submitted. Testing shall not commence until the Engineer has reviewed and accepted the jack, pressure gauge, master pressure gauge and electronic load cell calibration data.

All drawings and calculations shall be signed and sealed by the Contractor's Professional Engineer licensed in the State of Kentucky.

Work shall not begin until the construction submittals have been received, reviewed, and accepted in writing by the Engineer. Changes or deviations from the approved submittals must be re-submitted for approval.

3.1.4 Micropile Pre-Construction Meeting. A micropile pre-construction meeting will be scheduled by the Engineer and held prior to the start of micropile construction. The Engineer, prime Contractor, micropile specialty Contractor, and excavation contractor shall attend the meeting. Attendance is mandatory. The pre-construction meeting will be conducted to clarify the construction requirements for the work, to coordinate the construction schedule and activities, and to identify contractual relationships and delineation of responsibilities amongst the prime Contractor and the various Subcontractors—specifically those pertaining to excavation for micropile structures, anticipated subsurface conditions, micropile installation and testing, micropile structure survey control and site drainage control.

3.2 General Construction.

3.2.1 Site Drainage Control. The Contractor shall control and properly dispose of drill flush and construction related waste, including excess grout, in accordance with the standard specifications and all applicable local codes and regulations. Provide positive control and discharge of all surface water that will affect construction of the micropile installation.

3.2.2 Excavation. Coordinate the work and the excavation so the micropiles are safely constructed. Perform the micropile construction and related excavation in accordance with the Plans and approved submittals. No excavations steeper than those specified herein or shown on the Plans will be made above or below the micropile structure locations without written approval of the Engineer.

3.2.3 Micropile Allowable Construction Tolerances. Centerline of piling shall not be more than 3 inches from indicated plan location. Pile shall be plumb within 2 percent of total-length plan alignment. Top elevation of pile shall be plus 1 inch or minus 2 inches maximum from vertical elevation indicated. Centerline of reinforcing steel shall not be more than 3/4 inch from indicated location.

3.2.4 Micropile Installation. Unless shown otherwise on the Plans, the micropile

Contractor shall propose the drilling method, the grouting procedure, and the grouting pressure used for the installation of the micropiles, subject to approval by the Engineer. Final approval of this proposed method is contingent upon the satisfactory results of the verification load tests. The micropile Contractor shall also determine the final bond zone drill hole diameter for the selected drilling equipment, and central reinforcing sizing for test piles. The final drill hole diameter shall not be less than that shown on the Plans. The micropile Contractor is also responsible for estimating the grout take. There will be no extra payment for grout overruns.

3.2.5 Drilling. The drilling equipment and methods shall be suitable for drilling through the conditions to be encountered, without causing damage to any overlying or adjacent structures or services. Upon drilling completion ensure drill cuttings and/or other loose debris is removed from the bottom of the hole. The drill hole must be open along its full length to at least the design minimum drill hole diameter prior to placing grout and reinforcement. Develop methods of stabilizing borehole that do not have a deleterious effect on the grout-to-ground bond development. All installation techniques shall be determined and scheduled such that there will be no interconnection or damage to piles in which grout has not achieved final set. Use of drilling fluid containing bentonite is not allowed.

3.2.6 Pipe Casing and Reinforcing Bar Placement and Splicing. Reinforcement shall be placed into the drill hole prior to grouting. Reinforcement surface shall be free of deleterious substances, such as soil, mud, grease or oil that might contaminate the grout or coat the reinforcement and impair bond.

The Contractor shall check pile top elevations and adjust all installed micropiles to the planned elevations.

Centralizers and spacers shall be provided at 10-foot centers maximum spacing. The upper and lower most centralizer shall be located a maximum of 2 feet from the top and bottom of the micropile. Centralizers and spacers shall permit the free flow of grout without misalignment of the reinforcing bar(s) and permanent casing. The central reinforcement bars with centralizers shall be lowered into the stabilized drillhole and set. The reinforcing steel shall be inserted into the drill hole to the desired depth without difficulty. Partially inserted reinforcing bars shall not be driven or forced into the hole. Contractor shall redrill and reinsert reinforcing steel when necessary to facilitate insertion.

Lengths of casing and reinforcing bars to be spliced shall be secured in proper alignment and in a manner to avoid eccentricity or angle between the axes of the two lengths to be spliced. Splices and threaded joints shall meet the requirements of Materials Section 2.0. Threaded pipe casing joints shall be located at least two casing diameters (OD) from a splice in any reinforcing bar. When multiple bars are used, the bar splices shall be staggered at least 1 foot.

3.2.7 Grouting. Micropiles shall be fully grouted the same day the load transfer bond length is drilled. The grouting equipment used shall produce a grout free of lumps and undispersed cement. The Contractor shall have means and methods of measuring the grout quantity and pumping pressure during the grouting operations. The grout pump shall be equipped with a pressure gauge to monitor grout pressures. A second pressure gauge shall be placed at the point of injection into the pile top. The pressure gauges shall be capable of measuring pressures of at least 150 psi or twice the actual grout pressures used, whichever is greater. The grout shall be kept in constant agitation prior to pumping. Grout shall be placed within one hour of mixing. The grouting equipment shall be sized to enable each pile to be grouted in one continuous operation.

Tremie grout from the lowest point of the drill hole until uncontaminated grout flows from the top of the pile. The grout may be pumped through grout tubes, casing, hollow-stem augers, or drill rods. All grouting operations, including tremie grout pumping, casing extraction and subsequent pressure grouting operations, must ensure complete continuity of the grout column. The grout pressures and grout takes shall be controlled to prevent excessive heave or fracturing of rock or soil formations. Upon completion of grouting, the grout tube may remain in the hole, but must be filled with grout.

Grout within the micropiles shall be allowed to attain the required design strength prior to being loaded.

If the Contractor elects to use a post-grouting system, Working Drawings and details shall be submitted to the Engineer for review in accordance with Section 3.1.3, Construction Submittals.

3.2.8 Grout Testing. Grout within the micropile verification and proof test piles shall attain the required minimum 28-day compressive strength shown on the Plans prior to load testing. Previous test results for the proposed grout mix completed within one year of the start of work may be submitted for initial verification of the required compressive strengths for installation of pre-production verification test piles. During production, micropile grout shall be tested by the Contractor for compressive strength in accordance with AASHTO T106/ASTM C109 at a frequency of no less than one set of three 2-inch grout cubes from each grout plant each day of operation or per every 10 piles, whichever occurs more frequently. At a minimum, compressive strength tests shall be taken at 3, 7 and 28 days after grouting. For each time interval, the compressive strength shall be the average of the set of 3 cubes tested.

Grout consistency, as measured by grout density, shall be determined by the Contractor per ASTM C188/AASHTO T133 or API RP-13B-1 at a frequency of at least one test per pile, conducted just prior to start of pile grouting. The Baroid Mud Balance used in accordance with API RP-13B-1 is an approved device for determining the grout density of neat cement grout.

Grout samples shall be taken directly from the grout plant. Provide grout cube compressive strength and grout density test results to the Engineer within 24 hours of testing.

3.2.9 Micropile Installation Records. Contractor shall prepare and submit to the Engineer full-length installation records for each micropile installed. The records shall be submitted within one work shift after that pile installation is completed. The records shall include the following minimum information:

- 1) Reference number of micropile
- 2) Date and time begun and completed for both drilling and grouting
- 3) Equipment used and operator
- 4) Factored Design load (compression and/or tension)
- 5) Micropile drilling logs indicating:
 - a) penetration rates (feet depth per minute)
 - b) down pressure
 - c) materials encountered, including flush return description
 - d) elevation of obstructions, if any
 - e) elevation of karst, solution features or voids, if any
 - f) ground elevation
 - g) elevation of groundwater or seepage encountered
 - h) final tip elevation
 - i) casing length above and below bottom of footing

- j) plunge length
- k) bond length
- l) total micropile length
- m) description of unusual installation behavior or conditions
- 6) grouting rates (cubic yards per foot depth)
- 7) grouting pressures (pounds per square inch per foot depth)
- 8) total grout quantities (cubic yards)
- 9) casing materials and dimensions
- 10) reinforcing material, size and lengths, and
- 11) compliance with tolerances.

The data shall be recorded on a micropile installation log. A separate log shall be provided for each micropile.

3.3 Pile Load Tests. Perform verification and proof testing of piles at the locations specified herein or designated by the Engineer based on the design axial load(s) as shown in the Plans. Perform compression load testing in accordance with ASTM D1143 and tension load testing in accordance with ASTM D3689, except as modified herein.

When the required axial compression design load is greater than the required axial tension design load and the design assumes that tip resistance adds capacity, compression load testing shall be performed. Otherwise, tension load testing shall be performed.

3.3.1 Testing Equipment and Data Recording. Testing equipment shall include dial gauges, dial gauge support, jack and pressure gauge, electronic load cell, and a reaction frame. The load cell is required only for the creep test portion of the verification test. The contractor shall provide a description of test setup and jack, pressure gauge and load cell calibration curves in accordance with the Submittals Section.

Design the testing reaction frame to be sufficiently rigid and of adequate dimensions such that excessive deformation of the testing equipment does not occur. Align the jack, bearing plates, and stressing anchorage such that unloading and repositioning of the equipment will not be required during the test.

Apply and measure the test load with a hydraulic jack and pressure gauge, or load cell when present. The jack and pressure gauge shall have a pressure range not exceeding twice the anticipated maximum test pressure. Jack ram travel shall be sufficient to allow the test to be done without resetting the equipment. Monitor the creep test load hold during verification tests with both the pressure gauge and the electronic load cell. Use the load cell to accurately maintain a constant load hold during the creep test load hold increment of the verification test.

Measure the pile top movement with a dial gauge capable of measuring to 0.001 inch. The dial gauge shall have a travel sufficient to allow the test to be done without having to reset the gauge. Visually align the gauge to be parallel with the axis of the micropile and support the gauge independently from the jack, pile or reaction frame. Use a minimum of two dial gauges when the test setup requires reaction against the ground or single reaction piles on each side of the test pile.

Production piles may be utilized as reaction piles for proof tests. The Contractor is responsible for any modifications to the production piles to facilitate testing. No additional payment will be made to repair or replace damaged production piles utilized as reaction piles. Production piles may not be utilized as reaction piles for verification tests.

3.3.2 Verification Tests. Perform pre-production verification pile load testing on sacrificial (non-production) test piles, unless noted otherwise in the Plans, to verify the

design of the pile system and the construction methods proposed prior to installing any production piles. Sacrificial verification test piles shall be constructed in conformance with the Plans and the accepted Working Drawings. The number and approximate locations of verification test piles shall be as shown on the Plans.

Verification load tests shall be performed to verify that the Contractor installed micropiles will meet the required compression and tension load capacities and load test acceptance criteria and to verify that the length of the micropile bond zone is adequate. Provide the Engineer a written report confirming micropile geometry, construction, testing details, and verification test results within 7 working days following completion of the pre-production verification load tests. The micropile verification load test results must verify the design and installation methods, and be reviewed and accepted by the Engineer prior to beginning installation of production micropiles.

The drilling-and-grouting method, casing length and outside diameter, reinforcing bar lengths, and depth of embedment for the verification test pile(s) shall be identical to those specified for the production piles at the given locations. The verification test micropile structural steel sections and reinforcing shall be sized to safely resist the maximum test load.

The maximum verification and proof test loads applied to the micropile shall not exceed 80 percent of the structural capacity of the micropile structural elements, to include steel yield in tension, steel yield or buckling in compression, or grout crushing in compression. Any required increase in strength of the verification test pile elements above the strength required for the production piles shall be provided for in the contractor’s bid price.

The jack shall be positioned at the beginning of the test such that unloading and repositioning during the test will not be required. When both compression and tension load testing is to be performed on the same pile, the pile shall be tested under compression loads prior to testing under tension loads.

3.3.3 Verification Test Loading Schedule. Test verification piles designated for compression or tension load testing to a maximum test load equal to the required nominal geotechnical resistance, or Nominal Resistance (NR) shown on the Plans. NR is typically calculated by dividing the Factored Design Load (FDL) for the micropile by the Geotechnical Resistance Factor (Φ).

The verification pile load tests shall be made by incrementally loading the micropile in accordance with the following cyclic load schedule for both compression and tension loading:

VERIFICATION TEST LOADING SCHEDULE			
STEP	LOADING	APPLIED LOAD	HOLD TIME (Min.)
1	Apply AL		2.5
2	Cycle 1	0.10 NR	2.5
		0.20 NR	2.5
		0.30 NR	2.5
		AL	1
3	Cycle 2	0.10 NR	1
		0.20 NR	1
		0.30 NR	1
		0.40 NR	2.5
		0.50 NR	2.5
		AL	1
4	Cycle 3	0.10 NR	1
		0.50 NR	1

VERIFICATION TEST LOADING SCHEDULE			
STEP	LOADING	APPLIED LOAD	HOLD TIME (Min.)
		0.60 NR	2.5
		0.70 NR	60 minutes (Creep Test)
		0.80 NR	2.5
		AL	1
5	Cycle 4	0.10 NR	1
		0.80 NR	1
		0.90 NR	2.5
		1.00 NR	10
		0.75 NR	5
		0.50 NR	5
		0.25 NR	5
		AL	5
AL = Alignment Load not to exceed 0.05 NR NR = Nominal Geotechnical Resistance (As Shown on Plans)			

Pile top movement shall be measured at each load increment relative to a fixed reference. The load-hold period shall start as soon as each test load increment is applied. The verification test pile shall be monitored for creep at the 0.70 Nominal Resistance (NR). Pile movement during the creep test shall be measured and recorded at 1, 2, 3, 4, 5, 6, 10, 20, 30, 50 and 60 minutes. The alignment load shall not exceed 5 percent of the NR load. Dial gauges shall be reset to zero after the initial AL is applied.

The acceptance criteria for micropile verification load tests are:

- 1) The pile shall sustain the first 0.50 NR test load (compression or tension) with no more than 1/2” total vertical movement at the top of the pile, relative to the position of the top of the pile prior to testing.
- 2) At the end of the 0.70 NR creep test load increment, test piles shall have a creep rate not exceeding 0.040 inch/log cycle time (1 to 10 minutes) or 0.080 inch/log cycle time (6 to 60 minutes or the last log cycle if held longer). The creep rate shall be linear or decreasing throughout the creep load hold period.
- 3) Failure does not occur at the NR maximum test load. Failure is defined as load where the slope of the load versus head settlement curve first exceeds 0.025 inch/kip.

3.3.4 Verification Test Pile Rejection. If the micropile verification test fails to meet the acceptance criteria, establish the cause(s) and provide modifications to the design, the construction procedures, or both. Retest the new system, as directed by the Engineer. These modifications include, but are not limited to, installing replacement test micropiles, modifying the installation methods, increasing the bond length, regrouting via pre-placed re-grout tubes, or changing the micropile type. Any modification which requires changes to the structure must have prior review and acceptance of the Engineer through submittals. Determine the cause for any modifications of design or construction procedures to appropriately determine any additional cost implications.

3.3.5 Proof Load Tests. Unless shown otherwise on the Plans, perform proof tests on 5 percent of the production piles with a minimum of 1 pile per substructure unit. The proof test piles or locations shall be as shown on the Plans or as directed by the Engineer. Provide the Engineer a written report confirming micropile geometry, construction, testing details, and proof test results within 7 working days following completion of the production pile proof load tests.

3.3.6 Proof Test Loading Schedule. Test piles designated for compression or tension proof load testing to a maximum test load of the Factored Design Load (FDL) shown on the Plans or Working Drawings. Proof tests shall be made by incrementally loading the micropile in accordance with the following schedule, to be used for both compression and tension loading:

PROOF TEST LOADING SCHEDULE			
STEP	LOADING	APPLIED LOAD	HOLD TIME (Min.)
1	Apply AL		2.5
2	Load Cycle	0.10 FDL	2.5
		0.20 FDL	2.5
		0.30 FDL	2.5
		0.40 FDL	2.5
		0.50 FDL	2.5
		0.60 FDL	2.5
		0.70 FDL	2.5
		0.80 FDL	10 to 60 minutes (Creep Test)
		0.90 FDL	2.5
	1.00 FDL	2.5	
3	Unload Cycle	0.75 FDL	4
		0.50 FDL	4
		0.25 FDL	4
		AL	4
AL = Alignment Load not to exceed 0.05 FDL FDL = Factored Design Load (As Shown on Plans)			

Depending on performance, either a 10-minute or 60-minute creep test shall be performed at the 0.80 FDL Test Load. Where the pile top movement between 1 and 10 minutes exceeds 0.040 inch, the test load shall be maintained an additional 50 minutes. Movements shall be recorded at 1, 2, 3, 5, 6, 10, 20, 30, 50 and 60 minutes. The alignment load shall not exceed 5 percent of FDL. Dial gauges shall be reset to zero after the initial AL is applied.

The acceptance criteria for micropile proof load tests are:

- 1) The pile shall sustain a 0.70 FDL test load (compression or tension) with no more than 1/2" total vertical movement at the top of the pile, relative to the position of the top of the pile prior to testing.
- 2) At the end of the 0.80 FDL creep test load increment, test piles shall have a creep rate not exceeding 0.040 inch/log cycle time (1 to 10 minutes) or 0.080 inch/log cycle time (6 to 60 minutes). The creep rate shall be linear or decreasing throughout the creep load hold period.
- 3) Failure does not occur at the FDL maximum test load. Failure is defined as load where the slope of the load versus head settlement curve first exceeds 0.025 inch/kip.

3.3.7 Proof Test Pile Rejection. If a proof-tested micropile fails to meet the acceptance criteria, proof test another micropile in the immediate vicinity. For failed piles and further construction of other piles, modify the design, the construction procedure, or both. These modifications include, but are not limited to, installing replacement micropiles, incorporating piles of reduced load capacities, modifying the installation methods, increasing the bond length, or changing the micropile type. Any

modification which requires changes to the structure must have prior review and acceptance of the Engineer through submittals. Determine the cause for any modifications of design or construction procedures to appropriately determine any additional cost implications.

4.0 MEASUREMENT.

4.1 Micropile. The Department will not measure for payment any non-production trial piles, failed test piles or reaction piles. No distinction in measurement is made between cased or uncased piling. The contractor is responsible for estimating the grout take. There will be no extra payment for grout overruns or special installation materials, procedures or equipment to prevent or reduce grout overruns.

4.1.1 Micropile, Common. The Department will measure the length, in linear feet, of installed and complete production micropiles from the cut-off elevation to the approved top of rock elevation, minus any additional length installed at the contractor’s option such as, but not limited to, facilitating the use of whole casing segments.

4.1.2 Micropile, Solid Rock. The Department will measure the length, in linear feet, of installed and complete production micropiles from the top of rock elevation to the approved top of bond zone elevation, minus any additional length installed at the contractor’s option such as, but not limited to, facilitating the use of whole casing segments.

4.1.3 Micropile, Bond Zone. The Department will measure the quantity by each for each installed and complete production pile bond zone length.

4.2 Micropile Verification Test. For each verification test micropile installed according to the plans and is tested and accepted, the Department will measure the quantity by “each.” The unit price will include the sacrificial pile as well as the reaction system, ancillaries, and any other materials and labor required to perform the test. Additional verification test micropiles installed to verify alternative micropile installation methods proposed by the Contractor will not be measured for payment.

4.3 Micropile Proof Test. The Department will measure the quantity by each for each test performed on a production micropile that is accepted and incorporated into the completed structure.

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

<u>Pay Item</u>	<u>Pay Unit</u>
Micropile Diameter*, Common	Linear Foot
Micropile Diameter*, Solid Rock	Linear Foot
Micropile Bond Zone	Each
Micropile Verification Test	Each
Micropile Proof Test	Each

** See Plan Sheets for sizes of micropiles.*

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

SPECIAL NOTE FOR NON-DESTRUCTIVE TESTING OF DRILLED SHAFTS

Fayette County – KY 4 (New Circle Road) Item No. 7-113.02

The following sections provide the requirements for non-destructive testing (Sonar Caliper, Crosshole Sonic Logging and Thermal Integrity Profiling) of the drilled shaft foundations, schedule requirements for submittals, reporting requirements and Contractor/Testing Subcontractor/Department responsibilities. The purpose of the non-destructive testing is to evaluate the integrity of the drilled shafts, to potentially detect voids or sloughed off or highly fractured zones of shale or sandstone or other discontinuities within and along the perimeter of the drilled shafts and to evaluate whether the shafts are within the specified geometrical tolerances.

References to the “Department” refer to the Kentucky Department of Highways and/or consultants acting on behalf of the Department.

In all cases, the Department reserves the right to request raw data, field notes and/or other available information that may be necessary to evaluate the results of testing specified in this Special Note. Upon request, provide any available information at no additional cost to the Department.

In all cases, the Department reserves the right to perform testing to obtain independent results of testing specified in this Special Note. Upon request, provide any assistance required for Department personnel to perform such testing at no additional cost to the Department.

At the request of the Engineer, personnel representing the Contractor (including testing subcontractors) and the Department may be required to attend a pre-test meeting to discuss procedures related to testing, reports, reviews, etc. This meeting will be at no additional cost to the Department.

Unless noted otherwise, the Department will respond to the Contractor regarding acceptability of submittals referenced in this Special Note within ten (10) business days. A “Business Day” is defined as any day except Saturdays, Sundays and Holidays, as defined in Section 101.03 of the Standard Specifications.

Fayette County, Item No. 7-113.2
KY 4 over Norfolk Southern RR

1.0 Sonar Caliper Testing of Drilled Shafts

1.1 Description

Acoustic measuring or Sonar Caliper (SC) devices provide an effective method for evaluating shaft verticality, volume and diameter in-situ by profiling the excavated surfaces of wet drilled shafts prior to reinforcement or concrete placement. The Contractor will be responsible for obtaining the services of an SC firm experienced with SC testing and equipment allowed by the Engineer. The Contractor will be responsible for scheduling and coordinating the testing, and submittal of the data to the Department. Perform SC testing using a device such as a SONICaliper™ Testing System (SCTS), Shaft Area Profile Evaluator (SHAPE) or other similar system allowed by the Department.

The caliper system will use one or more radial-spaced ultrasonic transceivers to transmit and receive acoustic signals between the tool and the borehole wall.

As directed by the Engineer, perform SC Testing after rock excavation is completed to the shaft tip elevation. If voids or sloughed off or highly fractured zones of shale or sandstone or other features are detected, additional SC testing may be directed by the Engineer.

Acceptance of a testing firm and/or sonar caliper system to perform and continue to perform SC testing on this project are subject to completing Submittal No. 1 in Table 1 below to the satisfaction of the Department and satisfactory performance.

1.2 SC Testing and Evaluation of Test Results

Make submittals in accordance with the Project requirements for submittals. See Table 1 below.

Table 1 – Schedule of SC Submittals			
Submittal Number	Submittal Item	Deadline	Event
1	Technical Proposal with SC Testing Firm Qualifications	45 business days before	Start of Drilled Shaft Construction
2	SC Preliminary Testing Reports	12 HOURS after	Completion of testing on an individual drilled shaft
3	SC Final Testing Reports	5 business days after	Completion of testing on an individual drilled shaft
Provide all submittals and reports in .pdf format			

Fayette County, Item No. 7-113.2
KY 4 over Norfolk Southern RR

1.2.1 Technical Proposal (Including Example Reports)

Submit a technical proposal prepared by the SC Testing Firm that addresses the testing procedures and required qualifications and experience of the testing firm (Submittal No. 1 in Table 1.) Include sufficient documentation to show that the firm and person overseeing the work meet the requirement of having SC testing and data interpretation experience on at least three (3) similar deep foundation projects [or two (2) deep foundation projects supplemented by at least two (2) other projects where similar sonar imaging was performed].

With the technical proposal, include examples of field data report presentation and SC test reports prepared in accordance with the reporting requirements below. Include any costs associated with the examples in the applicable unit bid prices for SC testing. If the initial example submittal does not meet the specified requirements the Department will require additional submittals until the testing firm demonstrates that they can generate a report that meets the specified requirements. The purposes of these reports are for the SC testing firm to demonstrate their understanding of the reporting requirements and capability to meet them and to ensure that Department personnel are familiar with and understand the testing firm's reporting format and style. The ultimate objective of this requirement is to facilitate timely reviews of production test reports and reduce the potential for delays in allowing drilled shaft construction to proceed. Timely evaluation of sonar caliper reports (including field data reports) is critical, so the importance of these example reports cannot be overstated. Failure of a proposed testing firm to take this requirement seriously and/or submit acceptable example reports may result in disqualification of the testing firm.

Additionally, include the following

- confirmation that the SC testing firm understands and can meet the specified reporting deadlines in Section 1.2.2 including the requirement to provide a field data report within 60 minutes after completing testing
- confirmation that the SC testing firm understands that the SC test results will be used to evaluate whether the shaft meets the specified as-built shaft tolerances
- plans for set up of the sonar system including drawings, sketches, etc.
- protocol for coordinating with the project surveyor as defined in Section 1.2.3 below, including confirmation that the SC testing firm has discussed and agreed upon the protocol with the Contractor and lead surveyor
- proposal for how and where to perform the dry run test described in Section 1.2.4 below including confirmation that the SC testing firm has discussed and agreed upon the details of the dry run test with the Contractor
- discussion of anticipated effects of drilling slurry on the SC results, if applicable, including the possible need for flocculent to facilitate the testing
- discussion of procedures to ensure and/or verify that the lowering and raising of the sonar device will be vertical and/or how to account for any lateral movement of the sonar device
- discussion of measurement frequency, accuracy, and thus volume reporting

Fayette County, Item No. 7-113.2
KY 4 over Norfolk Southern RR

1.2.2 Testing

Perform the SC Testing as described below:

- The Contractor is responsible for providing the testing firm access to the top of the shaft enabling one person to centralize and lower the sonar caliper device into the test shaft or affix it to the shaft drill rig kelly bar as applicable. Provide a surrounding work area clear and free of debris. Provide such assistance, equipment (including a power source if required by the SC testing firm) or necessary materials to the testing firm as required to facilitate the Sonar Caliper process.
- The Contractor is responsible for providing flocculent, if necessary to facilitate performing the SC testing.
- Coordinate with the project surveyor prior to every test as described in Section 1.2.3 below.
- Perform Sonar Caliper testing to evaluate verticality, diameter and volume on all finished excavated shafts (unless directed otherwise by the Engineer) in accordance with generally accepted Sonar Caliper testing methods and transmitting 50 to 400 measurement data points at each elevation. To acquire verticality information, affix the caliper head to a guide cable that is weighted near the bottom of the shaft or on the kelly bar as applicable and position it plumb. If the device is affixed to the kelly bar, use a carpenter's level to assess the verticality of the kelly bar throughout the duration of the test; conform to applicable OSHA and other safety protocol requirements. Refer to the requirement in Section 1.2.1 to include a verticality discussion in the technical proposal.
- At a minimum, take caliper readings using 10 feet increments in the casing, 6-inch increments in rock strata, 12 inch increments within 5 ft. of the transition from casing to rock socket and 12 inch increments within 5 ft. above and below any transitions in casing diameter (due to telescoping casing, etc.). During sonar caliper, measure a 360-degree profile measuring all angles relative to the survey ahead station direction.
- Provide a field data report (either a hard copy or emailed .pdf file) that includes analyses of shaft verticality, diameter or radius, and volume to the Engineer on site within 60 minutes after completion of testing. If it appears that the specified verticality tolerances have not been met, the Engineer may require adjustments to the casing. If a feature, which in the opinion of the Engineer could affect the integrity of the uncased shaft is identified in the field on the visual display, the Engineer may reduce the testing interval as necessary to improve the definition of the feature. Provide these additional readings at no additional cost to the Department. If it appears that the shaft is acceptable based on evaluation of the field data report, the Engineer will allow the Contractor to proceed with reinforcing steel installation and concrete placement.

1.2.3 Surveying Requirements

In order to evaluate shaft tolerances it is necessary to tie the sonar test results to project station, offset and elevation. Therefore, coordination between the sonar caliper test personnel and the Contractor's project surveyor will be required. Ensure that the project surveyor is available to perform the tasks below prior to the beginning of each test:

Fayette County, Item No. 7-113.2
KY 4 over Norfolk Southern RR

1. Survey the elevation of the top of permanent casing and the station and offset of a point on the top and interior of the permanent casing at the most ahead station point.
2. Survey the location of the sonar caliper device in the hole as necessary to tie the sonar test results to the station and offset.
3. Survey the test reference elevation (i.e. zero depth elevation for the test) if the reference elevation is something other than the top of permanent casing.
4. Provide a mark on the casing or other fixed object which clearly indicates the ahead station direction so that the SC testing personnel can reference angles relative to the ahead station direction.
5. Provide any other information or services needed by the SC testing firm to meet the specified SC test requirements.
6. Provide all referenced information to the SC testing firm immediately.

Include any costs associated with providing these surveying services in the applicable unit bid price for Sonar Caliper.

1.2.4 Dry Run Test

At least 10 calendar days prior to the anticipated starting date of rock socket excavation at each pier location, perform a "dry run" or practice sonar caliper test at a specific location proposed by the Contractor and accepted by the Engineer. The purpose of this dry run test is for the Contractor and SC Testing Firm to demonstrate their capability to successfully coordinate and perform sonar caliper testing and produce required reports within the specified time frame. Additionally, the purpose is for the Department personnel to observe the testing and ensure that they can interpret the data in the format presented in order to evaluate whether shafts meet the applicable criteria. The intent of requiring the dry run tests is not to delay the project but rather to accelerate the review and acceptance process.

It will be acceptable to perform these tests in either a permanent or temporary casing either at a shaft location or out of position using a minimum 30 ft. test length. Rock socket caliper will not be required for the dry run test. The Department will not make direct payment for any soil excavation required to perform the dry run test. Pending successful performance and considering the similarities of proposed testing procedures and anticipated conditions between the two pier locations, the Department will consider waiving the requirement to perform a dry run test at both pier locations.

Perform the dry run test according the procedures described in Section 1.2.2 above except that readings are required every 12 inches over at least the bottom 10 ft. and every five (5) feet over the remainder of the tested length. Submit preliminary and final reports in accordance with Section 1.2.5 below.

If the specified requirements for a dry run test are not met the Engineer may require additional dry run testing at no cost to the Department. Failure of a proposed SC testing firm to take this

Fayette County, Item No. 7-113.2
KY 4 over Norfolk Southern RR

requirement seriously and/or submit acceptable reports (including providing a field data report) within the specified times may result in disqualification of the testing firm. Begin rock socket excavation in the first production shaft at each pier location only after receiving notification from the Engineer that the presentation of field data report and preliminary SC test report for the dry run test at that pier location is acceptable. As previously stated, the intent of requiring the dry run tests is not to delay the project but rather to accelerate the review and acceptance process.

The Department will pay for each dry run test as a regular production test according to the applicable unit bid price for Sonar Caliper associated with the pier location at which the dry run test is being performed.

1.2.5 Test Reports

Field Data Report - Within 60 minutes after completion of testing, provide a field data report (either a hard copy or emailed .pdf file) that includes analyses of shaft verticality, diameter or radius, and volume to the Engineer.

Preliminary Report - Within 12 hours after completing the SC Testing, perform all required filtering and analyses to submit a preliminary report (Submittal No. 2 in Table 1) in .pdf format. Include the following:

1. Test date and times of beginning and end of test
2. Shaft No. and reference elevation
3. Graphical representation such as wire frame plots of the permanent casing interior and rock socket from multiple viewpoints to facilitate visual evaluation of casing abnormalities, geological features in the rock socket and casing to rock socket transition
4. Plot of shaft volume vs. depth
5. Brief descriptions of any geologic features that the device is capable of detecting such as cavities, crevices or voids in the rock socket wall, including a general description with approximate depths and elevations
6. Verticality analysis including plots as needed to facilitate evaluation of the station and offset of the geometric center (based on coordination with the surveyor as described in Section 1.2.3 above) of shaft along the length of the permanent casing and rock socket from the plan top of shaft to as close to the shaft tip as possible including the items below:
 - Clear indication of the ahead station direction in drawings, sketches, plots, etc.
 - Station and offset of the geometric center of the top of permanent casing and plan top of shaft (if different from top of casing at the time of testing)
 - Sufficient data and/or plots to readily evaluate the change in station and offset of the geometric center of permanent casing from the top to the bottom of casing
 - Sufficient data and/or plots to readily evaluate the change in station and offset of the geometric center of the rock socket from the top to bottom of the rock socket (when the rock socket is profiled)

Fayette County, Item No. 7-113.2
KY 4 over Norfolk Southern RR

- The changes in station and offset of the geometric center of the rock socket relative to the geometric center of the casing at the transition between the casing and the rock socket (when the rock socket is profiled)
- Any other information requested by the Department if necessary to evaluate the shaft tolerances specified in the Special Note for Project Specific Drilled Shaft Requirements.

Ensure that the SC testing firm is prepared to devote sufficient personnel and/or work overnight to meet the submittal time requirement and be available to answer questions via emails and/or phone calls at any time while the Department is reviewing the preliminary report.

Final Report - Within five (5) business days after completion of each test, submit a .pdf copy of the final report to the Department (Submittal No. 3 in Table 1), including, as a minimum, the following:

1. Contents of the preliminary report with any modifications as required for final report quality presentation
2. A narrative which explains all aspects of the test, results and analyses
3. Description of any shaft wall encroachment
4. One or more photographs of the test setup including orientation sonar device and clear indication of the ahead station direction
5. Written documentation of information received from the project surveyor
6. Resolution of any outstanding issues based on the preliminary report or any subsequent communication

1.2.6 Evaluation of SC Test Results

Allow direct communication between the SC Testing Firm and the Department. If the SC Testing Firm is different than other testing firms on the project, allow direct contact between the SC and other testing firms.

The Engineer will review the data collected by the SC Testing Firm in the field data report as described in Section 1.2.2 above and will allow the Contractor to proceed if the shaft appears to be acceptable.

The Department will review the submitted preliminary report to perform a more rigorous evaluation of whether the construction tolerances have been met and respond to the Contractor within 48 hours after receiving the preliminary report. If, based on review of a preliminary report, it is found that construction tolerances have not been met then modifications to the footing and/or other shafts may be required at no cost to the Department.

The Department will review the submitted final report to ensure conformance with the final report requirements of Section 1.2.5.

Fayette County, Item No. 7-113.2
KY 4 over Norfolk Southern RR

2.0 Crosshole Sonic Logging

2.1 Description

Crosshole Sonic Logging (CSL) is a nondestructive method to test the integrity of drilled shafts in accordance with ASTM D6760. It is the responsibility of the Contractor to supply all equipment and materials necessary to perform this testing and for obtaining the services of a CSL Testing Firm, which is experienced with CSL testing in accordance with Section 2.4.1 of this note and approved by the Department, to perform the testing.

The Contractor will be responsible for providing:

1. access tubes to be used for CSL testing of the drilled shafts;
2. watertight shoes, watertight caps, and non-shrink grout;
3. suitable working space and access to every shaft;
4. any other equipment, materials, or assistance necessary to accomplish the testing.

2.2 Materials

2.2.1 Access Tubes

1. Provide access tubes meeting the requirements below:
 - a. 2 inch ID 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, including any at pipe joints;
 - c. capable of permitting the free, unobstructed passage of a 1.5-inch-diameter source and receiver probes; and
 - d. watertight and free from corrosion with clean internal and external faces to ensure passage of the probes and a good bond between the concrete and the tubes.
2. Provide watertight shoes on the bottom and removable watertight caps on the top of the tubes.
3. The Engineer will accept access tubes based on visual inspection and certification that the steel pipe meets the requirements above.

2.2.2 Grout

Provide non-shrink grout to fill the access tubes and any cored holes at the completion of the CSL tests. Use grout conforming to Section 601.03.03 of the Standard Specifications.

Fayette County, Item No. 7-113.2
KY 4 over Norfolk Southern RR

2.3 Execution

2.3.1 Access Tube Installation

1. Install access tubes generally evenly-spaced and as shown below:
 - Pier 3 8 tubes
 - Pier 4 8 tubes
2. Securely attach the CSL tubes that are along the inside periphery to the spiral reinforcement. Wire-tie the tubes a minimum of every 3 ft. so they will stay in position during placement of reinforcement 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.
3. Place the tubes approximately 3 to 6 inches above the shaft tip ~~to~~ and at least 3 ft. above the top of rebar cage, at least 3 ft. above the free water level (if above the ground surface), at least 1 ft. above the top of concrete, and at least 3 ft. above the top of casing. Under no circumstances may the tubes be allowed to come to rest on the bottom of the excavation.
4. Ensure that any joints in the tubes are watertight and no residual putty is remaining on the outside of the couplers.
5. Tubes may be extended with mechanical couplings. Do not use duct tape or other wrapping material to seal the joints. Welding of joints is prohibited.
6. During placement of the reinforcement cage, exercise care so that the tubes will not be damaged to the extent that would prevent a 1.5 inch diameter probe from passing through them.
7. 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.
8. Immediately before placing concrete, use a weighted tape to investigate all tubes to make sure that there are no bends, crimps, obstructions or other impediments to the free passage of the testing probes. Additionally, check to ensure there are no water leaks.
9. 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.
10. Immediately after concrete placement, recheck each access tube to ensure that the water level is at the top of the tube. (This is due to the potential for air bubbles entrapped in the tube to rise during the pour and lower the water level in the tube.)
11. After concrete placement and before the beginning of CSL testing, inspect the access tubes and report any access tubes that the 1.5 inch diameter test probe cannot pass through to the Engineer. The Engineer will evaluate whether the CSL testing can be successfully performed without the impacted 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 inclusions and voids in the cored

Fayette County, Item No. 7-113.2
KY 4 over Norfolk Southern RR

holes and submit a copy of the log and photographs to the Engineer. Preserve the cores, identify as to location and make available for inspection by the Engineer.

2.3.2 Grouting

After completion of the CSL and Thermal Integrity Profile (TIP) testing, evaluation of results and upon being directed by the Engineer, remove the water from the access tubes and any cored holes, completely fill the tubes and holes with approved grout using the tremie method. After grouting, cut the tubes flush with the tops of the drilled shafts.

2.4 CSL Testing and Evaluation of Test Results

Make submittals in accordance with the Project requirements for submittals. See Table 2 below.

Table 2 – Schedule of CSL Submittals			
Submittal Number	Submittal Item	Deadline	Event
1	Technical Proposal with CSL Testing Firm qualifications	45 business days before	Start of Drilled Shaft Construction
2	CSL Testing Reports	5 business days after	Completion of testing on an individual drilled shaft
Provide all submittals and reports in .pdf format			

2.4.1 Technical Proposal (Including Example Report)

Submit a technical proposal prepared by the CSL Testing Firm that addresses the testing procedures and required qualifications and experience of the testing firm. Include sufficient documentation to show that the firm and the person overseeing the work on this project meet the requirement of having CSL testing, data interpretation and reporting experience on at least three (3) similar deep foundation projects.

With the technical proposal, include an example CSL test report prepared in accordance with the reporting requirements below. Include any costs associated with the example report in the applicable unit bid prices for CSL testing. If deviations from the specified reporting requirements are noted during review, the Department may (depending on the extent of the deviations) elect to require the testing to confirm that they can meet the requirements in production test reports rather than resubmit the example report. The purposes of this report are for the CSL testing firm to demonstrate their understanding of the reporting requirements and capability to meet them and to ensure that Department personnel are familiar with and understand the testing firm's reporting format and style. The ultimate objective of this requirement is to facilitate timely

Fayette County, Item No. 7-113.2
KY 4 over Norfolk Southern RR

reviews of production test reports and reduce the potential for delays in shaft acceptance. Failure to submit an acceptable example report may result in disqualification of the testing firm.

2.4.2 Testing

1. Provide access to the top of the shaft for testing personnel and equipment.
2. Perform CSL testing in accordance with ASTM D 6760.
3. Perform CSL testing on all completed shafts, including a second test when directed by the Engineer. Perform the first test after the shaft concrete has cured a minimum of 72 hours and no more than 10 days (unless directed otherwise by the Engineer) and has obtained a minimum strength of 3000 psi. Perform the second test after the shaft concrete has cured at least 28 days and obtained a minimum strength of 4000 psi. (Based on prior experience with similar shaft diameters, numerous flaws and defects were encountered on shafts tested at about 14 days and significant improvement was noted upon retesting at about 30 to 40 days.) The Department may waive the 28 day CSL testing on some shafts if acceptance can be granted based on the 72-hour to 10-day test results after evaluating the improvement noted between the 72-hour to 10-day and 28-day tests on previously-tested shafts and considering TIP test results in conjunction with CSL test results. The intent is to perform 28 day testing on the earlier shafts constructed at each pier and eliminate 28 day testing on the later shafts constructed at each pier.
4. Obtain logs as shown below unless directed otherwise by the Engineer.

Substructure Unit	Tubes	Perimeter Logs	Major Diagonal Logs	Minor Diagonal Logs
Pier 3	8	8	4	16
Pier 4	8	8	4	16

5. If during testing, it is apparent that tube debonding has occurred, the Contractor may consider flooding the top of the shaft and retesting immediately; it is possible that water may flow into gaps between the tubes and concrete and provide continuity for the sonic waves.
6. If the CSL testing firm or Contractor believes that additional testing is required (such as CSL retesting, Angled CSL, Crosshole Tomography Analysis, or Sonic Echo/Impulse Response, etc.), contact the Engineer immediately. The Department will review the test report(s) to evaluate whether additional testing is required. If the additional testing indicates that any drilled shaft on which additional testing was required is acceptable, the Department will pay for the direct cost of additional testing by change order. If the additional testing or evaluation of cores indicates that the concrete for any drilled shaft concrete is unacceptable, the additional testing will be at the expense of the Contractor. The Department will not pay for additional testing performed at the discretion of the Contractor or testing firm that is not directed and/or agreed upon by the Department.

Fayette County, Item No. 7-113.2
KY 4 over Norfolk Southern RR

2.4.3 Test Reports

1. Submit a test report prepared by the CSL Testing Firm within 5 business days of completion of testing which, as a minimum, contains:
 - a. Date of test;
 - b. Plan Shaft No. and Reference Elevation (i.e. zero depth elevation) and notation of water level in the tubes at the time of testing;
 - c. Schematic showing a plan view of the access tube locations;
 - d. CSL logs with reference elevations;
 - e. CSL logs presented for each tube pair tested with any discontinuity zones indicated on the logs and discussed in the report as appropriate;
 - f. Analyses of **both** pulse first arrival time (FAT) versus depth **and** wave speed versus depth;
 - g. Include nested signal peak (i.e. "waterfall") diagrams as a function of time plotted vs. depth. Clearly indicate the FAT picks used to obtain wave speed vs. depth.
 - h. Analyses of pulse energy/amplitude versus depth.
 - i. Tables which indicate tube pairs, vertical extents, and magnitude (FAT % delay and/or energy decrease) of flaw and defect zones, as defined in Section 2.4.5 of this Special Note.
 - j. A narrative portion of the report will be used to present items a thru i.
2. Plot data to a scale that will allow adequate evaluation of data variations. The Department reserves the right to request scale adjustments.
3. Complete all reports using English units.

2.4.4. Evaluation of CSL Test Results

1. Allow direct communication between the CSL Testing Firm and the Department. If the CSL Testing Firm is different than other testing firms on the project, allow direct communication between the CSL and other testing firms.
2. The Department will review the CSL test results in the test report to evaluate whether or not the drilled shaft integrity is acceptable. Within 10 business days after receiving a test report, the Engineer will report to the Contractor whether the construction is acceptable or additional analyses are needed. The Department will also use the results of other non-destructive and materials testing, construction records, etc. to evaluate the condition of the shafts.
3. Continue with construction of the structure above the drilled shafts only after receiving written approval from the Engineer to do so, based on evaluation of the CSL and TIP test results and other applicable test results, construction records, etc.
4. If the CSL and/or TIP records are inconclusive (e.g. records do not clearly indicate discontinuity, good conditions or missing data), the Department may require additional testing, such as CSL retesting, Angled CSL, Crosshole Tomography

Fayette County, Item No. 7-113.2
KY 4 over Norfolk Southern RR

Analysis or concrete cores to sample the concrete in question to verify shaft conditions. After completing report reviews, the Department will discuss options for additional testing with the Contractor and/or testing firm(s) and/or complete evaluation of all test results prior to directing the Contractor to obtain concrete cores. The Department will not pay for additional testing performed at the discretion of the Contractor or testing firm that is not directed and/or agreed upon by the Department. If core samples are needed, obtain cores with a minimum diameter of 2 inches using a double tube core barrel at a minimum of 4 locations selected by the Department, 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 core boxes as shown in Exhibit 10 of the KYTC Geotechnical Guidance Manual properly marked showing the shaft depth at each interval of core recovery. Transport the cores and logs to the Geotechnical Branch in Frankfort for inspection and testing unless directed otherwise by the Engineer. Only after being directed by the Engineer grout the core holes in accordance with Section 2.3.2 above.

5. 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 direct cost of additional testing and concrete coring and grouting by change order. If the additional testing or evaluation of cores indicates that the concrete for any drilled shaft concrete is unacceptable, the additional testing and concrete coring and grouting will be at the expense of the Contractor.
6. If discontinuities are found, an independent structural and/or geotechnical consultant hired by the Contractor will perform structural and/or geotechnical evaluation at the expense of the Contractor. Use consultants who are prequalified by KYTC in applicable areas. Alternatively, the Engineer may require the Department's designer to perform the referenced evaluations and the Department may require the cost of these evaluations to be borne by the Contractor. Based on the design criteria established for the structure and the evaluation, the Engineer will 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 discontinuity will result in inadequate or unsafe performance under the design loads, as defined by the design criteria for the structure, the Engineer will reject the shaft.
7. If any shaft is rejected, provide a plan for remedial action to the Department 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 consultant(s) hired by the Contractor (or the Department's designer), at the expense of the Contractor, which will be subject to review by the Department. 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.

Fayette County, Item No. 7-113.2
KY 4 over Norfolk Southern RR

2.4.5. Evaluation Criteria

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%
Anomaly	Questionable (Q)	FAT increase 11 to 20%
Flaw	Poor/Flaw (P/F)	FAT increase 21 to 30%
Defect	Poor/Defect (P/D)	FAT increase >31%
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 must be addressed if they affect more than 50% of the profiles.
- Defects must be addressed if they affect more than one profile (i.e. the result of complete investigation from bottom to top between two tubes) at the same depth.
- "Addressing" a Flaw or Defect may include an evaluation by tomography if the concern is localized (e.g. not across the full section), and/or, depending on the depth to the concern, additional measures like core drilling, repair or replacement, repeat tests after a longer waiting time or testing by other methods (gamma-gamma, low strain, high strain).
- Flaws or Defects covering the entire cross section define a full layer concern requiring repair.
- Anomalies will require evaluation and may need to be addressed based on the results of the evaluation.

Continue with placement of reinforcement and concrete above the top of shaft only after receiving written approval from the Engineer to do so, based on evaluation of the CSL and other applicable test results.

Fayette County, Item No. 7-113.2
KY 4 over Norfolk Southern RR

3.0 Thermal Integrity Profiling

3.1 Description

Thermal Integrity Profiling (TIP) will be used as part of the program 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 TIP Testing Firm, experienced with TIP testing and approved by the Engineer, to perform the testing using embedded thermal sensors in accordance with ASTM D7949 (Method B).

Installation of sensors/instrumentation to the reinforcing cage is incidental to the applicable contract unit bid price for Drilled Shaft, Common or Drilled Shaft, Solid Rock. Ensuring that the TIP instrumentation is operational and provides the required information is the responsibility of the TIP Testing Firm. Overseeing the installation of the TIP testing instrumentation and properly training the Contractor in the installation of the TIP testing instrumentation is the responsibility of the TIP Testing Firm and is incidental to applicable unit bid price for TIP Testing.

The Contractor will be responsible for providing:

1. suitable working space and access to every shaft;
2. other equipment, materials, or assistance necessary to accomplish the testing.

3.2 Materials

Provide materials in accordance with ASTM D7949 (Method B).

3.3 Execution

3.3.1 Cloud Enabled Data Collection

The TIP testing firm is encouraged but not required to use a Cloud Enabled Data Collection system to collect and transmit the TIP data. The use of such a system would allow the testing firm to monitor data in real time and notify the Contractor of apparent problems with the data and/or shaft integrity. This would reduce the potential for data being lost in shipment of data boxes. Additionally, it could potentially make the contractor aware of problems in time to make adjustments to construction procedures for subsequent shafts. The use of this technology could also result in faster submittal of TIP test reports and potentially result in shafts being accepted sooner.

Fayette County, Item No. 7-113.2
KY 4 over Norfolk Southern RR

3.3.2 Training of Contractor Personnel

A TIP Testing Firm representative meeting the specified experience requirements will be required to be on site during installation of instrumentation, the shaft pour, and at least through the first 24 hours of data collection for the first shaft constructed. (This does not mean that it is necessary for the representative to be on site continuously during the first 24 hours of data collection after completion of concrete placement. However, the representative must visit the site to ensure that the instrumentation is functional and properly acquiring data 24 hours after completion of concrete placement before departing the project vicinity.) If the testing firm uses Cloud Enabled Data Collection the Department will consider waiving the requirement for the representative to remain in the project vicinity during the first 24 hours of data collection. Unsatisfactory performance by Contractor personnel may result in the Engineer requiring the TIP Testing Firm representative to be on site for additional shafts. Additionally, this representative will be required to train applicable Contractor supervisory and/or engineering personnel with regard to instrumentation installation, data collection, and other applicable tasks as deemed necessary by the Tip Testing Firm and/or the Engineer. Department personnel may also participate in this training at the discretion of the Engineer. Submit written documentation prepared by the Tip Testing Firm representative which documents the training and includes the names of all personnel who have been trained. If the Contractor's personnel changes it will be necessary for the representative to train new personnel.

3.3.3 Embedded Thermal Sensor Installation

Install embedded thermal sensor cable in accordance with ASTM D7949 (Method B), the manufacturer's recommendations, and procedures outlined by the TIP Testing Firm representative at plan view access locations which are approximately evenly-spaced and as shown below:

- Pier 3 8 embedded thermal sensor access locations per shaft
- Pier 4 8 embedded thermal sensor access locations per shaft

Attach the embedded thermal sensor cables to the longitudinal reinforcement of the shaft in accordance with procedures outlined by the TIP Testing Firm representative. Securely attach the cables to the reinforcement at a location on the reinforcement that is 90° to the line connecting the reinforcement to the center of the shaft approximately halfway between nodes, working from the bottom of the cage to the top before tightening cable ties. Attach each cable to a recording apparatus securely suspended (on a protruding rebar, casing, template, etc.) well above the top of the concrete. If the cable is routed with a bend at any location, take extra precautions on securing the cable on either side of each such node. If reinforcement cage splicing is necessary, take extra precautions to ensure that the sensor cables are properly spliced.

Fayette County, Item No. 7-113.2
KY 4 over Norfolk Southern RR

3.4 TIP Testing and Evaluation of Test Results

Make submittals in accordance with the Project requirements for submittals. See Table 3 below.

Table 3 – Schedule of TIP Submittals			
Submittal Number	Submittal Item	Deadline	Event
1	Technical Proposal with TIP Testing Firm qualifications	45 business days before	Start of Drilled Shaft Construction
2	TIP Testing Reports	5 business days after	Completion of testing on an individual drilled shaft

Provide all submittals and reports in .pdf format

3.4.1 Technical Proposal (Including Example Report)

Submit a technical proposal prepared by the TIP Testing Firm that addresses the testing procedures and required qualifications and experience of the testing firm. It is acceptable for the TIP and CSL Testing Firm to be the same firm, provided they meet requirements for both TIP (this Section) and CSL (Section 2.4.1) Testing Firms. Include sufficient documentation to show that the firm and the person overseeing the work on this project meet the requirement of having TIP testing, data interpretation and reporting experience on at least three (3) similar deep foundation projects, including at least one (1) project involving embedded thermal sensors in accordance with ASTM D7949 (Method B).

The Department will allow substitution as defined below for one of the three referenced projects:

- documented participation in the development of ASTM Standard Test Method D7949-14 and/or documented participation in applicable research, OR
- experience on at least two (2) similar projects using other forms of deep foundation integrity testing (e.g. Crosshole Sonic Logging, Sonic Echo, Impulse Response, Gamma-Gamma, etc.). If used, integrity testing experience on other projects must be different projects than used to satisfy the actual TIP Testing project experience.

The Department will not waive the requirement for experience on at least one (1) project involving TIP testing using embedded thermal sensors in accordance with ASTM D7949 (Method B).

With the technical proposal, include an example TIP test report prepared in accordance with the reporting requirements below. Include any costs associated with the example report in the applicable unit bid prices for TIP testing. If deviations from the specified reporting requirements are noted during review, the Department may (depending on the extent of the deviations) elect to require the testing to confirm that they can meet the requirements in production test reports

Fayette County, Item No. 7-113.2
KY 4 over Norfolk Southern RR

rather than resubmit the example report. The purposes of this report are for the TIP testing firm to demonstrate their understanding of the reporting requirements and capability to meet them and to ensure that Department personnel are familiar with and understand the testing firm's reporting format and style. The ultimate objective of this requirement is to facilitate timely reviews of production test reports and reduce the potential for delays in shaft acceptance. Failure to submit an acceptable example report may result in disqualification of the testing firm.

Include a proposed protocol to perform confirmatory TIP testing [such as using a thermal probe in accordance with ASTM D7949 (Method A)] in the event that thermal sensor damage/defects (to the extent that a complete analysis of the shaft cannot be performed using the data from the embedded thermal sensors) are detected after concrete placement has been completed. Such testing would be at no additional cost to the Department.

3.4.2 Testing

1. Provide access to the top of the shaft for testing personnel and equipment.
2. Perform TIP testing in accordance with generally accepted TIP testing methods and in accordance with ASTM D7949.
3. Perform TIP testing on all completed shafts, unless directed otherwise by the Engineer. As a minimum, obtain data in 15 minute increments for a duration of 48 hours after completion of concrete placement or three (3) hours after the peak average shaft temperature has been reached, whichever is longer. The Department will consider reducing the 48 hour minimum for subsequent shafts at a given pier location if the Contractor submits a written request prepared by the TIP testing consultant with adequate justification for doing so.
4. Perform TIP testing using the embedded thermal sensor array, and in accordance with the ASTM Test Method D7949 (Method B).
5. Immediately report potential local discontinuities indicated by locally low temperatures relative to the average temperature at that depth, or average temperatures significantly lower than the average temperatures at other depths to the Department.
6. If thermal sensor damage/defects (to the extent that a complete analysis of the shaft cannot be performed using the data from the embedded thermal sensors) are detected after concrete placement has been completed, perform any confirmatory TIP testing as proposed according to Section 3.4.1 of this Special Note and accepted by the Department. Perform this testing at no additional cost to the Department. At the request of the Department, propose corrective methods to prevent repetitive occurrences of such damage/defects.

3.4.3 Test Reports

1. Submit a test report prepared by the TIP Testing Firm within five (5) business days of completion of testing which, as a minimum, contains:
 - a. Date of test;
 - b. Plan Shaft No. and Reference Elevation (i.e. zero depth elevation);

Fayette County, Item No. 7-113.2
KY 4 over Norfolk Southern RR

- c. Schematic showing a plan view of the embedded thermal sensor cable locations;
 - d. The overall average temperature plotted as a function of time over the entire data collection period, with a clear indication of the selected time of peak temperature. The "overall average temperature" averages all embedded thermal sensor cables and the entire length of the shaft (resulting in only one temperature value plotted at any given time). This temperature is proportional to the average radius computed from the actual total concrete volume installed (assuming a consistent concrete mix throughout). Radius at any point can then be evaluated from the temperature at that point compared to the overall average temperature;
 - e. Graphical displays of temperature measurements (including each individual cable and the average of the cables) versus depth at 12, 24, 36, and 48 hours after completion of concrete placement, and at least one plot within the last six (6) hours of the data collection period. Upon request, provide these graphical displays at other times;
 - f. At both the time associated with peak temperature and one-half the time to peak temperature, provide graphical displays of temperature (including each individual cable and the average of the cables) vs. depth, radius vs. depth, 3-D interpretations of temperature and radius, and at least one shaft slice at representative depths corresponding to water, overburden and rock socket, as applicable. Upon request, provide any of these graphical figures at other times and/or depths at no additional cost to the Department;
 - g. Indication of unusual temperatures, particularly significantly cooler local deviations of the average at any depth from the overall average over the entire length;
 - h. Variations in temperature between sensors (at each depth) which may correspond to variations in cage alignment (where concrete volume is known, the cage alignment or offset from center should be noted);
 - i. Where shaft specific construction information is available (e.g. elevations of the top of shaft, bottom of casing, bottom of shaft, etc.), these values should be noted on all pertinent graphical displays;
 - j. Drilled shaft radius calculations and the shaft quality, based upon the collected data, as well other available data, such as, as shaft alignment and wall profile from the SC Testing, top/bottom shaft/concrete elevations and concrete volume records collected during construction of the drilled shaft; and
 - k. A narrative portion of the report which addresses items a through j above.
2. When drastic changes in boundary conditions exist (air to water, water to soil, varying soil strata, varying temperatures in the water column, etc.) a single temperature to radius relationship may not accurately estimate the shaft radius. In such cases, apply algorithms in the software to account for these changes in boundary conditions, normalize temperatures, and remove fluctuations not caused by changes in cross section.
3. Plot data to a scale that will allow adequate evaluation of data variations. The Department reserves the right to request scale adjustments.
4. Complete all reports using English units.

Fayette County, Item No. 7-113.2
KY 4 over Norfolk Southern RR

3.4.4 Evaluation of TIP Test Results

1. Allow direct communication between the TIP Testing Firm and the Department. If the TIP Testing Firm is different than other testing firms on the project, allow direct contact between the TIP and other testing firms
2. The Department will review the TIP test results in the test report to evaluate whether or not the drilled shaft integrity is acceptable. Within 10 business days after receiving a test report, the Engineer will report to the Contractor whether the construction is acceptable or additional more detailed analyses are needed. The Department will also use the results of other non-destructive and materials testing, construction records, etc. to evaluate the condition of the shafts.
3. Continue with construction of the structure above the drilled shafts only after receiving written approval from the Engineer to do so, based on evaluation of the TIP and CSL test results and other applicable test results, construction records, etc.
4. If the TIP and/or CSL records are inconclusive (e.g. records do not clearly indicate discontinuity, good conditions or missing data), the Department may require additional testing, such as CSL retesting, Angled CSL, Crosshole Tomography Analysis or concrete cores to sample the concrete in question to verify shaft conditions. After completing report reviews, the Department will discuss options for additional testing with the Contractor and/or testing firm(s) and/or complete evaluation of all test results prior to directing the Contractor to obtain concrete cores. The Department will not pay for additional testing performed at the discretion of the Contractor or testing firm that is not directed and/or agreed upon by the Department. If core samples are needed, obtain cores with a minimum diameter of 2 inches, double tube core barrel at a minimum of four locations specified by the Department, 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 to the Geotechnical Branch in Frankfort for inspection and testing unless directed otherwise by the Engineer. Grout the core holes in accordance with Section 2.3.2 above.
5. 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 direct cost of additional testing and concrete coring and grouting by change order. If the additional testing or if evaluation of cores indicate that the concrete for any drilled shaft concrete is unacceptable, the additional testing and concrete coring and grouting will be at the expense of the Contractor.
6. If discontinuities are found, an independent structural and/or geotechnical consultant hired by the Contractor may be required to perform structural and/or geotechnical evaluation at the expense of the Contractor. Use consultants who are prequalified by KYTC in applicable areas. Alternatively, the Engineer may require the Department's designer to perform the referenced evaluations and the cost of these evaluations may be borne by the Contractor. Based on the design criteria established for the

Fayette County, Item No. 7-113.2
KY 4 over Norfolk Southern RR

- structure and the evaluation, the Department will 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 discontinuity will result in inadequate or unsafe performance under the design loads, as defined by the design criteria for the structure, the Engineer will reject the shaft.
7. If any shaft is rejected, provide a plan for remedial action to the Department 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 independent consultant(s) hired by the Contractor, at the expense of the Contractor. The calculations and working drawings will be reviewed by the Engineer and/or the Department's designer. Begin remediation operations only after receiving acceptance 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.

Continue with placement of reinforcement and concrete above the top of shaft only after receiving written approval from the Engineer to do so, based on evaluation of the TIP and other applicable test results.

Fayette County, Item No. 7-113.2
KY 4 over Norfolk Southern RR

4.0 Measurement and Payment

4.1 Method of Measurement Sonar Calipering

The Department will pay for the authorized and accepted quantities of "Sonar Calipering" at the contract unit price per test for production shafts and dry run tests. This will constitute full compensation for all costs associated with providing access for testing personnel and equipment, performing the SC Testing, and reporting the results to the Engineer. Payment for the SC Testing will be at the contract unit price per SC Test. Payment for each test required by the Engineer will be the same regardless of whether the testing is performed after casing installation and overburden excavation or after rock excavation. Any additional testing required to verify verticality after casing adjustments (to meet specified verticality tolerances) will be at the expense of the Contractor. The Department will pay 50% of the unit price upon successful completion of the required testing and the remainder upon final acceptance of all required reports.

4.2 Method of Measurement CSL Testing

The Department will pay for the authorized and accepted quantities of "CSL Testing" at the contract unit price per each shaft tested. 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. The Department will pay 50% of the unit price upon successful completion of the required testing and the remainder upon final acceptance of all required reports.

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 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 using a change order. 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 holes.

Fayette County, Item No. 7-113.2
KY 4 over Norfolk Southern RR

4.3 Method of Measurement TIP Testing

The Department will pay for the authorized and accepted quantities of "TIP Testing" at the contract unit price per each shaft tested. This will constitute full compensation for all costs associated with providing access for testing personnel and equipment, performing the TIP Testing in a single shaft, and reporting the results to the Engineer. The Department will pay 50% of the unit price upon successful completion of the required testing and the remainder upon final acceptance of all required reports.

Installation of embedded thermal sensors 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 embedded thermal sensors.

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

4.4 Payment

The Department will pay for the completed and accepted quantities under the following. The Pay Unit of "Each" refers to each individual test.

Code	Pay Item	Pay Unit
24741EC	Sonar Caliper Testing - Pier 3	Each
24741EC	Sonar Caliper Testing - Pier 4	Each
24875EC	CSL Testing (8 tubes) - Pier 3	Each
24875EC	CSL Testing (8 tubes) - Pier 4	Each
24874EC	TIP Testing - Pier 3	Each
24874EC	TIP Testing - Pier 4	Each

The Department will consider payment as full compensation for all work required herein.

SPECIAL NOTE

For Tree Removal

**Fayette County
IMPROVE NEW CIRCLE ROAD FROM LEESTOWN
ROAD TO NEAR GEORGETOWN ROAD.
Item No. 07-113.02**

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

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

SPECIAL NOTE FOR PIPELINE INSPECTION

1.0 DESCRIPTION. The Department will perform visual inspections on all pipe on the project. A video inspection will be required on projects having more than 250 linear feet of storm sewer and/or culvert pipe and on routes with an ADT of greater than 1,000 vehicles. Conduct video inspections on all pipe located under the roadway and 50 percent of the remaining pipe not under the roadway. Storm sewer runs and outfall pipes not under the roadway take precedence over rural entrance pipes. Contractors performing this item of work must be prequalified with the Department in the work type J51 (Video Pipe Inspection and Cleaning). Deflection testing shall be completed using a mandrel in accordance with the procedure outlined below or by physical measurement for pipes greater than 36 inches in diameter. Mandrel testing for deflection must be completed prior to the video inspection testing. Unless otherwise noted, Section references herein are to the Department's Standard Specifications for Road and Bridge Construction, current edition.

2.0 VIDEO INSPECTION. Ensure pipe is clear of water, debris or obstructions. Complete the video inspection and any necessary measurement prior to placing the final surface over any pipe. When paving will not be delayed, take measurements 30 days or more after the completion of earthwork to within 1 foot of the finished subgrade. Notify the Engineer a minimum of 24 hours in advance of inspection and notify the Engineer immediately if distresses or locations of improper installation are logged.

2.1 INSPECTION FOR DEFECTS AND DISTRESSES

A) Begin at the outlet end and proceed through to the inlet at a speed less than or equal to 30 ft/minute. Remove blockages that will prohibit a continuous operation.

B) Document locations of all observed defects and distresses including but not limited to: cracking, spalling, slabbing, exposed reinforcing steel, sags, joint offsets, joint separations, deflections, improper joints/connections, blockages, leaks, rips, tears, buckling, deviation from line and grade, damaged coatings/paved inverts, and other anomalies not consistent with a properly installed pipe.

C) During the video inspection provide a continuous 360 degree pan of every pipe joint.

D) Identify and measure all cracks greater than 0.1" and joint separations greater than 0.5".

E) Video Inspections are conducted from junction to junction which defines a pipe run. A junction is defined as a headwall, drop box inlet, curb box inlet, manhole, buried junction, or other structure that disturbs the continuity of the pipe. Multiple pipe inspections may be conducted from a single set up location, but each pipe run must be on a separate video file and all locations are to be referenced from nearest junction relative to that pipe run.

F) Record and submit all data on the TC 64-765 and TC 64-766 forms.

3.0 MANDREL TESTING. Mandrel testing will be used for deflection testing. For use on Corrugated Metal Pipe, High Density Polyethylene Pipe, and Polyvinyl Chloride Pipe, use a mandrel device with an odd number of legs (9 minimum) having a length not less than the outside diameter of the mandrel. The diameter of the mandrel at any point shall not be less than the diameter specified in Section 3.6. Mandrels can be a fixed size or a variable size.

3.1 Use a proving ring or other method recommended by the mandrel manufacturer to verify mandrel diameter prior to inspection. Provide verification documentation for each size mandrel to the Engineer.

3.2 All deflection measurements are to be based off of the AASHTO Nominal Diameters. Refer to the chart in section 3.6.

3.3 Begin by using a mandrel set to the 5.0% deflection limit. Place the mandrel in the inlet end of the pipe and pull through to the outlet end. If resistance is met prior to completing the entire run, record the maximum distance achieved from the inlet side, then remove the mandrel and continue the inspection from the outlet end of the pipe toward the inlet end. Record the maximum distance achieved from the outlet side.

3.4 If no resistance is met at 5.0% then the inspection is complete. If resistance occurred at 5.0% then repeat 3.1 and 3.2 with the mandrel set to the 10.0% deflection limit. If the deflection of entire pipe run cannot be verified with the mandrel then immediately notify the Engineer.

3.5 Care must be taken when using a mandrel in all pipe material types and lining/coating scenarios. Pipe damaged during the mandrel inspection will be video inspected to determine the extent of the damage. If the damaged pipe was video inspected prior to mandrel inspection then a new video inspection is warranted and supersedes the first video inspection. Immediately notify the Engineer of any damages incurred during the mandrel inspection and submit a revised video inspection report.

3.6 AASHTO Nominal Diameters and Maximum Deflection Limits.

Base Pipe Diameter (inches)	AASHTO Nominal Diameter (inches)	Max. Deflection Limit	
		5.0%	10.0%
15	14.76	14.02	13.28
18	17.72	16.83	15.95
24	23.62	22.44	21.26
30	29.53	28.05	26.58
36	35.43	33.66	31.89
42	41.34	39.27	37.21
48	47.24	44.88	42.52
54	53.15	50.49	47.84
60	59.06	56.11	53.15

4.0 PHYSICAL MEASUREMENT OF PIPE DEFLECTION. Alternate method for deflection testing when there is available access or the pipe is greater than 36 inches in diameter, as per 4.1. Use a contact or non-contact distance instrument. A leveling device is recommended for establishing or verifying vertical and horizontal control.

4.1 Physical measurements may be taken after installation and compared to the AASHTO Nominal Diameter of the pipe as per Section 3.6. When this method is used, determine the smallest interior diameter of the pipe as measured through the center point of the pipe (D2). All measurements are to be taken from the inside crest of the corrugation. Take the D2 measurements at the most deflected portion of the pipe run in question and at intervals no greater than ten (10) feet through the run. Calculate the deflection as follows:

$$\% \text{ Deflection} = [(AASHTO \text{ Nominal Diameter} - D2) / AASHTO \text{ Nominal Diameter}] \times 100\%$$

Note: The Engineer may require that preset monitoring points be established in the culvert prior to backfilling. For these points the pre-installation measured diameter (D1) is measured and recorded. Deflection may then be calculated from the following formula:

$$\% \text{ Deflection} = [(D1 - D2) / D1] (100\%)$$

4.2 Record and submit all data.

5.0 DEDUCTION SCHEDULE. All pipe deductions shall be handled in accordance with the tables shown below.

FLEXIBLE PIPE DEFLECTION	
Amount of Deflection (%)	Payment
0.0 to 5.0	100% of the Unit Bid Price
5.1 to 9.9	50% of the Unit Bid Price ⁽¹⁾
10 or greater	Remove and Replace ⁽²⁾

⁽¹⁾ Provide Structural Analysis for HDPE and metal pipe. Based on the structural analysis, pipe may be allowed to remain in place at the reduced unit price. ⁽²⁾ The Department may allow the pipe to remain in place with no pay to the Contractor in instances where it is in the best interest to the public and where the structural analysis demonstrates that the pipe should function adequately.

RIGID PIPE REMEDIATION TABLE PIPE	
Crack Width (inches)	Payment
≤ 0.1	100% of the Unit Bid Price
Greater than 0.1	Remediate or Replace ⁽¹⁾

(1) Provide the Department in writing a method for repairing the observed cracking. Do not begin work until the method has been approved.

6.0 PAYMENT. The Department will measure the quantity in linear feet of pipe to inspect. The Department will make payment for the completed and accepted quantities under the following:

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

SPECIAL NOTE FOR EXPERIMENTAL KYCT AND HAMBURG TESTING

1.0 General

1.1 Description. The KYCT (Kentucky Method for Cracking Test) and the Hamburg test results will help determine if the mixture is susceptible to cracking and rutting. During the experimental phase, data will be gathered and analyzed by the Department to determine the durability of the bituminous mixes. Additionally, the data will help the Department to create future performance-based specifications which will include the KYCT and Hamburg test methods.

2.0 Equipment

2.1 KYCT Testing Equipment. The Department will require a Marshall Test Press with digital recordation capabilities. Other CT testing equipment may be used for testing with prior approval by the Department.

2.2 Water Baths. One or more water baths will be required that can maintain a temperature of 77° +/- 1.8° F with a digital thermometer showing the water bath temperature. Also, one water bath shall have the ability to suspend gyratory specimen fully submerged in water in accordance with AASHTO T-166, current edition.

2.3 Hamburg Wheel Track Testing. The department encourages the use of the PTI APA/Hamburg Jr. test equipment to perform the loaded wheel testing. The Department will allow different equipment for the Hamburg testing, but the testing device must be approved by the Department prior to testing.

2.4 Gyratory Molds. Gyratory molds will be required to assist in the production of gyratory specimens in accordance with AASHTO T-312, current edition.

2.5 Ovens. Adequate (minimum of two ovens) will be required to accommodate the additional molds and asphalt mixture necessary to perform the acceptance testing as outlined in Section 402 of the Kentucky Standard Specifications for Road and Bridge Construction, current edition.

2.6 Department Equipment. The Department will provide gyratory molds, PINE 850 Test Press with digital recordation, and CT testing equipment to assist during this experimental phase so data can be gathered. Hamburg test specimens will be submitted to the Division of Materials for testing on the PTI APA/Hamburg Jr if the asphalt contractor or district materials office does not have an approved Hamburg testing device.

3.0 Testing Requirements

3.1 Acceptance Testing. Perform all acceptance testing and aggregate gradation as according with Section 402 and Section 403 of the Kentucky Standard Specifications for Road and Bridge Construction, current edition.

3.2 KYCT Testing. Perform crack resistance analysis (KYCT) in accordance with the current Kentucky Method for KYCT Index Testing during the mix design phase and during the plant production of all surface mixtures. For mix design approvals, submit KYCT results on the Department MixPack. For Class 4 mixtures, submit ingredient materials to the Division of Materials for verification.

3.2.1 KYCT Frequency. Obtain an adequate sample of hot mix asphalt to ensure the acceptance testing, gradation, and KYCT gyratory samples can be fabricated and is representative of the bituminous mixture. Acceptance specimens shall be fabricated first, then immediately after, fabricate the KYCT samples with the gyratory compactor in accordance with Section 2.4 of this Special Note. Analysis of the KYCT specimens and gradation will be required one per subplot produced from the same asphalt material and at the same time as the acceptance specimen is sampled and tested.

3.2.2 Number of Specimens and Conditioning. Fabricate specimens in accordance with the Kentucky Method for KYCT Index Testing. Contrary to the method, for field specimens, fabricate a minimum of 3 and up to 6 test specimens. The specimens shall be compacted at the temperature in accordance with KM 64-411. KYCT mix design specimens shall be short-term conditioned uncovered for four hours at compaction temperature in accordance with KM 64-411. Contrary to the Kentucky Method, plant produced bituminous material shall be short-term conditioned immediately after sampling for two hours uncovered in the oven at compaction temperature in accordance with KM 64-411. Additionally, fabricated specimens shall be allowed to cool in air (fan is permissible) for 30 minutes +/- 5 minutes and conditioned in a 77 °F water bath for 30 minutes +/- 5 minutes. To ensure confidence and reliability of the test results provided by KYCT testing and Hamburg testing, reheating of the asphalt mixture is prohibited.

3.2.3 Record Times. For each subplot, record the time required between drying aggregates in the plant to KYCT specimen fabrication. The production time may vary due to the time that the bituminous material is held in the silo. Record the preconditioning time when the time exceeds the one-hour specimen cool down time as required in accordance with The Kentucky Method for KYCT Index Testing. The preconditioning time may exceed an hour if the technician is unable to complete the test on the same day or within the specified times as outlined in The Kentucky Method for KYCT Index Testing. The production time and the preconditioning time shall be recorded on the AMAW.

3.2.4 File Name. As according to section 7.12 of The Kentucky Method for KYCT Index Testing, save the filename with the following format: "CID_Approved Mix Number_Lot Number_Sublot Number_Date"

3.3 Hamburg Testing. Perform the rut resistance analysis (Hamburg) in accordance with AASTHO T-324, not to exceed 20,000 passes for all bituminous mixtures during the mix design phase and production. For mix design approvals, submit Hamburg results on the Department MixPack. For Class 4 mixtures, submit ingredient materials to the Division of Materials for informational verification.

3.3.1 Hamburg Testing Frequency. Perform testing and analysis per lot of material. The plant produced bituminous material sampled for the Hamburg test does not have to be obtained at the same time as the acceptance and KYCT sample. If the Hamburg test sample is not obtained at the same time as the KYCT sample, determine the Maximum Specific Gravity of the KYCT sample in accordance with AASHTO T-209 coinciding with the Hamburg specimens.

3.3.2 Record Times. Record the production time as according to section 3.2.3 in this special note. Also record the time that the specimens were fabricated and the time the Hamburg testing was started. All times shall be recorded on the AMAW.

3.3.3 File Name. Save the Excel spreadsheet with the following file name; “Hamburg_CID_Approved Mix Number_Lot Number_Sublot Number_Date” and upload the file into the AMAW.

4.0 Data

Submit the AMAW and all test data that was obtained for acceptance, gradation, KYCT, and Hamburg testing within five working days once all testing has been completed for a lot to Central Materials Lab and the District Materials Engineer. Also, any data and or comments that the asphalt contractor or district personnel deem informational during this experimental phase, shall also be submitted to the Central Materials Lab and the District Materials Engineer. Any questions or comments regarding any item in this Special Note can be directed to the Central Office, Division of Materials, Asphalt Branch.

5.0 Payment

Any additional labor and testing equipment that is required to fabricate and test the KYCT and Hamburg specimens shall be considered incidental to the asphalt surface line item. The Department will perform the testing for the KYCT and Hamburg specimens if a producer does not possess the proper equipment.

June 15th, 2022

SPECIAL NOTE FOR DOLOMITIC POLISH-RESISTANT AGGREGATE IN CLASS A 0.38-IN. AND 0.50-IN. NOMINAL ASPHALT MIXTURES

Contrary to Subsection 403.03.03, when utilizing a dolomitic polish-resistant aggregate as the coarse portion of the Class A 0.38-in. or 0.50-in.-nominal asphalt surface mixture, provide an asphalt mixture conforming to the following requirements:

- 70 percent of total combined aggregate is Class A polish-resistant aggregate.
- Any coarse aggregate utilized in the mixture shall be classified as Class A polish-resistant.
- Non-dolomitic substitutes from other Class A sources may be used as direct substitutes
- All mixes must have DFT testing/results submitted to Division of Materials with any supporting documentation prior to completion of the project.

Dynamic Friction Testing Procedure. Prepare samples for DFT analysis in accordance with PP 104. Friction testing shall be conducted by an AASHTO-accredited facility and data shall be provided in accordance with ASTM E1911 conforming to the following three-wheel polishing schedule. Variations to the testing frequency or methodology shall be coordinated with Division of Materials prior to testing.

<i>Polishing Cycles</i>
5,000
25,000
75,000
150,000

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.



Andy Beshear
GOVERNOR

TRANSPORTATION CABINET

200 Mero Street
Frankfort, Kentucky 406 01

Jim Gray
SECRETARY

Asbestos Inspection Survey

To: Joshua Samples

District: 7

Date: September 25, 2023

Conducted By: O'Dail Lawson

Report Prepared By: O'Dail Lawson

Project and Structure Identification

Project Number: Fayette 07-0113.02

Structure ID: 034B00037L

Structure Location: KY-0004 (New Circle Road) over US 421 (Leestown Road)

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

Inspection Date: September 19, 2023

Results and Recommendations

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

It is recommended that this report accompany the 10-Day Notice of Intent for Demolition ([Notification Form DEP 7036](#)) 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.

MRS, Inc. Analytical Laboratory Division

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

BULK SAMPLE ASBESTOS ANALYSIS

Analysis N#	# 3309224	Address:	Fayette County - 034B00037L
Client Name:	K Y T C		
Sampled By:	O'Dail Lawson		


[illegible]

Reviewed By: Winterson Menzies
Signature

The test relates only to the items tested. This report does not represent endorsement by NVLAP or any agency of the U.S. Government. Partial Reproduction of any part of this report is strictly prohibited. Samples shall be retained for (30) days.

AJHA #1 02459

<i>MRS, INC.</i>		<i>MRS, Inc. Analytical Laboratory Division</i>	
332 West Broadway, Suite # 902		Phone #	: (502) 495-1212
Louisville, Kentucky 40202		E-Mail Address :	CEOMRSInc@AOL.Com
Client:	<u>K Y T C</u>	Project No:	<u># 3309224B</u>
Address:	<u>200 Mero Street, 5th Floor W.</u>	Sample ID:	<u># F 1</u>
	<u>Frankfort, KY</u>	Sampled:	<u>19-Sep-23</u>
	<u>40622</u>	Received:	<u>22-Sep-23</u>
		Analyzed:	<u>22-Sep-23 - Point Count -</u>
	<u>Attention : O'Dail Lawson</u>		

Bulk Sample Analysis	
Sampled By	: <u>O'Dail Lawson</u>
Facility/Location:	<u>Fayette County - 034B00037L</u>
Field Description:	<u>Guard Rail Mastic</u>
Laboratory Description:	<u>Gray Material</u>
Asbestos Materials:	<u>Chrysotile = 1/400 = 0.25 % (< 1 %) Sample Is Negative</u>
Non-Asbestos Fibrous Materials :	<u>Binders 99.75 %</u>
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:	<u>Winterford Mensah</u>
Reviewed By:	<u></u> <small>Signature</small>

200 Mero Street, 4th Floor West
Frankfort, Kentucky 40622
(502) 564-7250 fax (502) 564-5655

[illegible]

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

Certification Number: ETC-AIR-0322223-00200


O'Dail Lawson


has on 03-22-2023 attended and successfully completed the requirements and passed the examination with a score of 70% of better on the entitled course.

ASBESTOS INSPECTOR REFRESHER

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

Conducted at: 1520 Alliant Ave., Louisville, KY


Name: Training Manager


Expiration Date: 03-22-2024
Name: Instructor



Andy Beshear
GOVERNOR

TRANSPORTATION CABINET

200 Mero Street
Frankfort, Kentucky 406 01

Jim Gray
SECRETARY

Asbestos Inspection Survey

To: Joshua Samples

District: 7

Date: September 25, 2023

Conducted By: O'Dail Lawson

Report Prepared By: O'Dail Lawson

Project and Structure Identification

Project Number: Fayette 07-0113.02

Structure ID: 034B00038L

Structure Location: KY 0004 (New Circle Road) over Norfolk Southern Railway

Sample Description: There were no suspect materials present on this structure.

Inspection Date: September 19, 2023

Results and Recommendations

There were no suspect materials observed during this inspection; No samples collected.

*** It is recommended that this report accompany the 10-Day Notice of Intent for Demolition ([Notification Form DEP 7036](#)) which is to be submitted to the Kentucky Division of Air Quality prior to abatement, demolition, or renovation of any building or structure in the Commonwealth.

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

Certification Number: ETC-AIR-0322223-00200


O'Dail Lawson


has on 03-22-2023 attended and successfully completed the requirements and passed the examination with a score of 70% of better on the entitled course.

ASBESTOS INSPECTOR REFRESHER

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

Conducted at: 1520 Alliant Ave., Louisville, KY


Name: Training Manager


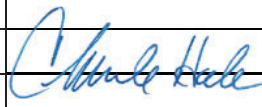

Expiration Date: 03-22-2024
Name: Instructor



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

TC 62-226
Rev. 01/2016
Page 1 of 1

RIGHT OF WAY CERTIFICATION

<input checked="" type="checkbox"/>	Original	<input type="checkbox"/>	Re-Certification	RIGHT OF WAY CERTIFICATION	
ITEM #		COUNTY	PROJECT # (STATE)		PROJECT # (FEDERAL)
7-113.02		Fayette	12F0 FD52 034 8534102R		STPM 2681 (037)
PROJECT DESCRIPTION					
Leestown Road to near Georgetown Road					
<input type="checkbox"/>	No Additional Right of Way Required				
Construction will be within the limits of the existing right of way. The right of way was acquired in accordance to FHWA regulations under the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, as amended. No additional right of way or relocation assistance were required for this project.					
<input checked="" type="checkbox"/>	Condition # 1 (Additional Right of Way Required and Cleared)				
All necessary right of way, including control of access rights when applicable, have been acquired including legal and physical possession. Trial or appeal of cases may be pending in court but legal possession has been obtained. There may be some improvements remaining on the right-of-way, but all occupants have vacated the lands and improvements, and KYTC has physical possession and the rights to remove, salvage, or demolish all improvements and enter on all land. Just Compensation has been paid or deposited with the court. All relocations have been relocated to decent, safe, and sanitary housing or that KYTC has made available to displaced persons adequate replacement housing in accordance with the provisions of the current FHWA directive.					
<input type="checkbox"/>	Condition # 2 (Additional Right of Way Required with Exception)				
The right of way has not been fully acquired, the right to occupy and to use all rights-of-way required for the proper execution of the project has been acquired. Some parcels may be pending in court and on other parcels full legal possession has not been obtained, but right of entry has been obtained, the occupants of all lands and improvements have vacated, and KYTC has physical possession and right to remove, salvage, or demolish all improvements. Just Compensation has been paid or deposited with the court for most parcels. Just Compensation for all pending parcels will be paid or deposited with the court prior to AWARD of construction contract					
<input type="checkbox"/>	Condition # 3 (Additional Right of Way Required with Exception)				
The acquisition or right of occupancy and use of a few remaining parcels are not complete and/or some parcels still have occupants. All remaining occupants have had replacement housing made available to them in accordance with 49 CFR 24.204. KYTC is hereby requesting authorization to advertise this project for bids and to proceed with bid letting even though the necessary right of way will not be fully acquired, and/or some occupants will not be relocated, and/or the just compensation will not be paid or deposited with the court for some parcels until after bid letting. KYTC will fully meet all the requirements outlined in 23 CFR 635.309(c)(3) and 49 CFR 24.102(j) and will expedite completion of all acquisitions, relocations, and full payments after bid letting and prior to AWARD of the construction contract or force account construction.					
Total Number of Parcels on Project		15	EXCEPTION (S) Parcel #	ANTICIPATED DATE OF POSSESSION WITH EXPLANATION	
Number of Parcels That Have Been Acquired					
Signed Deed		9			
Condemnation		5	22, 23, 24, 26 34	*see comments*	
Signed ROE		1	32	*see comments*	
Notes/ Comments (Text is limited. Use additional sheet if necessary.)					
Right of Entry Dates: Parcels 22 and 34 - 8/28/2023; Parcel 23 - 9/8/2023; Parcel 24 - 9/12/2023; Parcel 26 - 9/12/2023; Parcel 32 - 9/8/2023					
LPA RW Project Manager			Right of Way Supervisor		
Printed Name			Printed Name	Digitally signed by Cecil D. Smith	
Signature			Signature		
Date			Date	Date: 2023.09.12 14:27:10 -04'00'	
Right of Way Director			FHWA		
Printed Name	2023.09.12		Printed Name	No Signature Required	
Signature			Signature	as per FHWA-KYTC	
Date	15:19:01 -04'00'		Date	Current Stewardship Agreement	

UTILITIES AND RAIL CERTIFICATION NOTE

Fayette County / ITEM NUMBER: 07-113.02

NH 2681(037) / FD04 034 8534101U

Mile point: 7.260 TO 8.260

**IMPROVE NEW CIRCLE ROAD FROM LEESTOWN ROAD TO NEAR GEORGETOWN ROAD, INCLUDING
CONSTRUCTION OF SOUND WALLS. (12CCR)(14CCR)(18CCR)(2020CCR) (2022CCR)**

PROJECT NOTES ON UTILITIES

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

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

AT&T Kentucky - Communication

Charter DBA Spectrum - CATV

Columbia Gas – Natural Gas Distribution

Kentucky-American Water Company - Water

Kentucky Utilities - Electric Distribution

Kentucky Utilities - Electric Transmission

Ledcor / Kentucky Wired - Communication

Windstream – d.b.a.Windstream Holdings II, LLC – Communication

Windstream KDL -- d.b.a.Windstream Holdings II, LLC --Communication

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**

Not Applicable

**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**

AT&T Kentucky – Communication

The company has yet to provide a proposed relocation plan for their facilities; consequently, we are unable to identify the exact current, or proposed, location of the company's facilities. However, AT&T

UTILITIES AND RAIL CERTIFICATION NOTE

Fayette County / ITEM NUMBER: 07-113.02

NH 2681(037) / FD04 034 8534101U

Mile point: 7.260 TO 8.260

**IMPROVE NEW CIRCLE ROAD FROM LEESTOWN ROAD TO NEAR GEORGETOWN ROAD, INCLUDING
CONSTRUCTION OF SOUND WALLS. (12CCR)(14CCR)(18CCR)(2020CCR) (2022CCR)**

Kentucky has stated that the majority of their facilities are aerial fiber optic cables which are currently attached to the KU distribution poles along the entire length of the project running parallel to Leestown Road along the southeast side of Leestown Road. AT&T Kentucky currently has a separate aerial crossing over New Circle Road near Station 343+00, but AT&T Kentucky intends to abandon this crossing and attach new aerial fiber optic cables to the new KU pole line once KU completes their relocation work. It is possible that the company may have facilities located at other locations throughout the project. AT&T Kentucky's anticipated completion date is July 31, 2024.

Columbia Gas – Natural Gas Distribution

The company has completed the majority of their relocations. Approximately 300' feet of high pressure 8" coated steel pipe remains to be installed running parallel along Lisle Industrial Avenue intersecting and crossing Leestown Road at approximately Station 128+10 and connecting to existing gas facilities along Burke Avenue. Due to the close proximity of the installation to the end of construction, KYTC's contractor will have to coordinate the relocation with Columbia Gas and the roadway improvements. The anticipated completion date is April 30, 2025.

Kentucky Utilities – Electric Distribution

The company has submitted plans and estimates, and an agreement between Kentucky Utilities and KYTC has been executed. The company will install new poles at various locations along the east and west sides of New Circle Road from Station 335+80 to Station 378+40. These pole relocations will include poles near Stations 335+80, 340+86, 343+29, 371+87, 372+62, 374+00, 374+11, 376+10, and 378+40. These pole locations will allow the Kentucky Utilities electric lines to remain within approximately 5 feet of their current locations. The company will install new poles at various locations along the northeast and southwest sides of Leestown Road from Station 91+67 to Station 124+37. These pole relocations will include poles near Stations 91+67, 93+77, 95+17, 96+93, 99+13, 101+23, 101+26, 103+12, 105+75, 106+79, with a new wire crossing Leestown at 106+85, poles near 106+91, 108+36, 110+44, with a new wire crossing Leestown at 110+80, poles near 111+10, 113+77, 114+72, with a new wire crossing Leestown at 114+72, with a new wire crossing Leestown at 115+47, poles near 115+68, 115+76, 122+57, with a new wire crossing Leestown at 122+57, a pole near 124+37, with the final new wire crossing at 124+60. KYTC's contractor will have to coordinate the relocation with Kentucky Utilities and the roadway improvements. The anticipated completion date is March 31, 2024.

KDL Windstream - Communication

The company has yet to provide a proposed relocation plan for their facilities; consequently, we are unable to identify the exact current, or proposed, location of the company's facilities. However, KDL Windstream has stated that the majority of their facilities are aerial fiber optic cables which are currently attached to the KU distribution poles along the entire length of the project running parallel to Leestown Road along the southeast side of Leestown Road. KDL Windstream intends to reattach new aerial fiber optic cables to the new KU pole line once KU completes their relocation work. It is possible that the company may have facilities located at other locations throughout the project. KDL Windstream's anticipated completion date is July 31, 2024.

UTILITIES AND RAIL CERTIFICATION NOTE

Fayette County / ITEM NUMBER: 07-113.02

NH 2681(037) / FD04 034 8534101U

Mile point: 7.260 TO 8.260

**IMPROVE NEW CIRCLE ROAD FROM LEESTOWN ROAD TO NEAR GEORGETOWN ROAD, INCLUDING
CONSTRUCTION OF SOUND WALLS. (12CCR)(14CCR)(18CCR)(2020CCR) (2022CCR)**

Kentucky American Water – Drinking Water Distribution

The company has yet to provide a proposed relocation plan for their facilities; consequently, we are unable to identify the current, or proposed, location of the company's facilities. The company has stated that it does have facilities that will be relocated, including a 20" concrete water main that runs parallel to the proposed sound barrier wall along the east side of New Circle Road, other facilities along and crossing beneath New Circle Road, and numerous waterlines both along and crossing Leestown Road. It is also possible that the company will have facilities located at other locations throughout the project. Kentucky American Water's anticipated completion date is July 31, 2024.

Ledcor / Kentucky Wired – Communication

The company has yet to provide a proposed relocation plan for their facilities; consequently, we are unable to identify the exact current, or proposed, location of the company's facilities. However, Ledcor / Kentucky Wired has stated that the majority of their facilities are aerial fiber optic cables which are currently attached to the KU distribution poles along the entire length of the project running parallel to Leestown Road along the southeast side of Leestown Road. Ledcor / Kentucky Wired intends to reattach new aerial fiber optic cables to the new KU pole line once KU completes their relocation work. It is possible that the company may have facilities located at other locations throughout the project. Ledcor / Kentucky Wired's anticipated completion date is July 31, 2024.

Charter dba Spectrum – CATV, Communications

The company has yet to provide a proposed relocation plan for their facilities; consequently, we are unable to identify the current, or proposed, location of the company's facilities. It is anticipated that the company will have facilities located along New Circle Road and Leestown Road. Spectrum's aerial facilities will likely attach to the new KU pole line along Leestown Road. It is also possible that the company will have facilities located at other locations throughout the project. Spectrum's anticipated completion date is July 31, 2024.

Windstream - Communication

The company has yet to provide a proposed relocation plan for their facilities; consequently, we are unable to identify the exact current, or proposed, location of the company's facilities. The company has a buried fiber optic cable that follows along the southwest side of Leestown Road the entire length of the project. Additionally, Windstream has aerial facilities that begin at the northwest corner of the intersection of Opportunity Way and Leestown Road. The pole line runs parallel to Leestown Road in front of the VA fence and will have to be relocated due to the proximity to the proposed retaining wall in that area. Due to the complexity of the design for relocation and for relocation construction, Windstream anticipates at least a twelve month window to complete of their relocation work. It is also possible that the company will have facilities located at other locations throughout the project. Windstream's anticipated completion date is November 30, 2024.

UTILITIES AND RAIL CERTIFICATION NOTE

Fayette County / ITEM NUMBER: 07-113.02
NH 2681(037) / FD04 034 8534101U
Mile point: 7.260 TO 8.260
IMPROVE NEW CIRCLE ROAD FROM LEESTOWN ROAD TO NEAR GEORGETOWN ROAD, INCLUDING
CONSTRUCTION OF SOUND WALLS. (12CCR)(14CCR)(18CCR)(2020CCR) (2022CCR)

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

Lexington Fayette Urban County Government—Sanitary Sewer Collection, Communications

Sanitary Sewer Collection-New Circle

The city is relocating a segment of sanitary sewer along the west side of New Circle Road near the current Norfolk Southern Railroad overpass from Station 384+43 to Station 384+68 and along the east side of New Circle Road from Station 385+56 to Station 385+83.

Sanitary Sewer Collection – Leestown Road

The city is relocating a sanitary sewer line along the northeast side of Leestown Road from Station 82+50 and crossing UPS Drive to Station 89+93.

The city is relocating a sanitary sewer line along the northeast side of Leestown Road from Station 108+91 and crossing Taylor Drive to Station 109+83 and tying into the existing sanitary line which crosses Leestown Road approximately at 109+40.

The city is relocating a sanitary sewer line along the southwest side of Leestown Road from Station 124+35 to Station 128+57 where it crosses Leestown Road and ties into the existing sanitary sewer at Burke Avenue.

Communications

The city will relocate its existing fiber optic cable to the new duct bank as shown on the contract set of highway plans.

RAIL COMPANIES HAVE FACILITIES IN CONJUNCTION WITH THIS PROJECT AS NOTED

☐ No Rail Involvement ☒ Rail Involved ☐ Rail Adjacent

See Railroad Notes

AREA FACILITY OWNER CONTACT LIST

Facility Owner	Address	Contact	Phone	Email
		Name	Number	
Charter DBA Spectrum - CATV	1575 Winchester Road Lexington KY 40505	John Oram	8595193434	john.oram@charter.com

UTILITIES AND RAIL CERTIFICATION NOTE

Fayette County / ITEM NUMBER: 07-113.02 NH 2681(037) / FD04 034 8534101U Mile point: 7.260 TO 8.260 IMPROVE NEW CIRCLE ROAD FROM LEESTOWN ROAD TO NEAR GEORGETOWN ROAD, INCLUDING CONSTRUCTION OF SOUND WALLS. (12CCR)(14CCR)(18CCR)(2020CCR) (2022CCR)				
--	--	--	--	--

Columbia Gas of Kentucky - Natural Gas	PO Box 14241 Lexington KY 40512	Andrew Weber	8592880253	aweber@nisource.com
Kentucky Utilities - Electric Distribution	820 W. Broadway Louisville KY 40202	Caroline Justice	5026273708	Caroline.Justice@lge-ku.com
Kentucky Utilities - Electric Transmission	820 West Broadway Louisville KY 40202	Caroline Justice	5026273708	caroline.justice@lge-ku.com
Kentucky-American Water Company - Water	2300 Richmond Road Lexington KY 40502	Austin Thore	8592686730	Austin.Thore@amwater.com
Ledcor - Communication	2008 Mercer Road Lexington KY 40511	Cory Speary	5122753584	Cory.Speary@Ledcor.com
Lexington Fayette Urban County Government – Sanitary Sewer	301 Lisle Industrial Avenue Lexington KY 40511	Chris Dent	859-258-3472	cdent@lexingtonky.gov
The Cincinnati, New Orleans and Texas Pacific Railway Company - Railroad	650 West Peachtree St. NW Atlanta GA 30308	Eldridge Chambers	470-529-1436	eldridge.Chambers@nscorp.com
Windstream Holdings II, LLC - Communication	130 West New Circle Road Lexington KY 40505	Mark Ware Steve Johnson	606-329-6195 859-321-2035	Mark.Ware@windstream.com Steve.Johnson@windstream.com

Norfolk Southern Railway Company



E. Norfolk Southern – Special Provisions for Protection of Railway Interests

1. AUTHORITY OF RAILROAD ENGINEER AND SPONSOR ENGINEER:

Norfolk Southern Railway Company, hereinafter referred to as “Railroad”, and their authorized representative shall have final authority in all matters affecting the safe maintenance of railroad traffic including the adequacy of the foundations and structures supporting the railroad tracks. For Public Projects impacting the Railroad, the Railroad’s Public Improvements Engineer or Engineer Planning, hereinafter referred to as “Railroad Engineer”, will serve as the authorized representative of the Railroad.

A general engineering consultant may be utilized to assist the Railroad Engineer in handling the Project, hereinafter referred to as “Construction Engineering Representative”.

Other designated personnel by the Railroad Engineer shall hereinafter be referred to as “Railroad Representative”.

The authorized representative of the Project Sponsor (“Sponsor”), hereinafter referred to as the “Sponsor’s Engineer”, shall have authority over all other matters as prescribed herein and in the Project Specifications.

The Sponsor’s Prime Contractor, hereinafter referred to as “Contractor” shall be responsible for completing any and all work in accordance with the terms prescribed herein and in the Project Specifications. This shall include the qualified protective services of a contractor directly hired by the Contractor to protect their workers and construction activities while working on or adjacent to Railroad property, hereinafter referred to as “Contractor Protective Services”.

This document titled E. Norfolk Southern – Special Provisions for Protection of Railway Interests shall hereinafter be referred to as “Special Provisions”.

These terms and conditions are subject to change without notice at the sole discretion of the Railroad. The Contractor must request the latest version of these Special Provisions from the Railroad prior to commencing work and must follow the requirements outlined therein.

2. AUTHORIZATION TO PROCEED:

- A. The Contractor shall not commence mobilizing to the Premises, as defined in the Norfolk Southern Contractor Right of Entry Agreement, until the Contractor has complied with the following conditions:
 - 1. Signed and received a fully executed copy of the required Norfolk Southern Contractor Right of Entry Agreement. Contractor Right of Entry Agreements to be submitted via email to the Railroad Engineer.
 - 2. Obtained written approval from the Railroad of Railroad Protective Liability Insurance coverage as required by paragraph 15 herein. It should be noted that the Railroad does not accept notation of Railroad Protective insurance on a certificate of liability insurance form or Binders as Railroad must have the full original countersigned policy. Further, please note that mere receipt of the policy is not the only issue but review for compliance. Due to the number of projects system-wide, it typically takes a minimum of 30-45 days for the Railroad to review.

Norfolk Southern Railway Company



3. Held a preconstruction meeting between the Contractor, the Sponsor, Railroad Engineer and/or their Construction Engineering Representative and the Railroad Representative(s). NOTE: Railroad Representative(s) may choose to not attend the preconstruction meeting at their discretion.
 4. Obtained Contractor Protective Services as required by Section 8 herein.
 5. Furnished a schedule for all construction activities which may impact the Railroad's property or operations. NOTE: Contractor Protective Services shall be provided any time construction activities are taking place on or adjacent to the Railroad Property and/or has the potential to foul the Railroad's track or operations as required by Section 8 herein.
 6. Schedule an onsite start-of-work meeting between the Contractor, Contractor Protective Services personnel, Railroad Engineer and/or their Construction Engineering Representative and the Railroad Representative(s). NOTE: Railroad Representative(s) may choose to not attend the start-of-work meeting at their discretion.
 7. Obtained written authorization to proceed from the Railroad to begin mobilization to the Premises, as defined in the Norfolk Southern Contractor Right of Entry Agreement, such authorization to include an outline of specific conditions with which the Contractor must comply. Written Authorization will be issued by the Railroad once all items on the Norfolk Southern Checklist for Construction - Direct Hire have been completed.
- B. The Railroad's written authorization to proceed with the work shall include the names, addresses, and telephone numbers of the Railroad Representative(s) and any specific Construction Engineering Representative who shall be notified as hereinafter required. Where more than one representative is designated, the area of responsibility of each representative shall be specified.
- C. All project-related utility work that is to occur on, over, or under Railroad right-of-way must be coordinated with the Norfolk Southern Pipe and Wire Program. The Contractor must receive approval from the Norfolk Southern Pipe and Wire Program prior to commencing any utility work.
3. NOTICE OF STARTING WORK:
- A. Before undertaking any construction activities on the Premises, as defined in the Norfolk Southern Contractor Right of Entry Agreement, the Contractor shall:
1. Notify the Railroad Representative(s) at least 72 hours in advance of any construction activities that Contractor Protective Services have been obtained for use.
 2. Hold an onsite start-of-work meeting between the Contractor, Contractor Protective Services personnel, Railroad Engineer and/or their Construction Engineering Representative and the Railroad Representative(s). NOTE: Railroad Representative(s) may choose to not attend the start of work meeting at their discretion.

Norfolk Southern Railway Company



3. Receive assurance from the qualified protective services contractor that the Contractor Protective Services are properly equipped and have been site specific trained by the Railroad Representative prior to performing the full duties of protecting the Contractor. Until assurance from the qualified protective services contractor is obtained, Contractor Protective Services may act as an observer until such Contractor Protective Services are site specific trained by the Railroad Representative. The reference to an "observer" is defined as a person who has the authority to deny access to Contractor's workers and machinery to a specified Railroad operation zone as directed to the qualified protective services contractor by Railroad and prevent those potential to foul work events which may put the Contractor's workers and machinery at risk for injury or damage.

4. INTERFERENCE WITH RAILROAD OPERATIONS:

- A. The Contractor shall so arrange and conduct the Contractor's work that there will be no interference with Railroad's operations, including train, signal, telephone and telegraphic services, or damage to the property of the Railroad or to poles, wires, and other facilities of tenants on the rights-of-way of the Railroad. Whenever work is liable to affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad Engineer for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor which requires Construction Engineering Representative inspection services shall be deferred by the Contractor until the Construction Engineering Representative inspection services are available at the job site. Contractor Protective Services shall be provided onsite any time construction activities are taking place on or adjacent to the Railroad Property and/or has the potential to foul the Railroad's track or operations
- B. Whenever work within Railroad's rights-of-way is of such a nature that impediment to Railroad's operations such as use of runaround tracks or necessity for reduced speed is unavoidable, the Contractor shall schedule and conduct the Contractor's operations so that such impediment is reduced to the absolute minimum.
- C. Should conditions arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations and property of the Railroad, the Contractor shall make such provisions. If in the judgment of the Railroad Engineer, or in the Railroad Engineer's absence, the Railroad's Division Engineer, such provisions are insufficient, either may require or provide such provisions as the Railroad deems necessary. In any event, such unusual provisions shall be at the Contractor's expense and without cost to the Railroad or the Sponsor.
- D. "One Call" Services do not locate buried Norfolk Southern Signals and Communications Lines. The contractor shall contact the Railroad's representative 7 days in advance of work at those places where excavation, pile driving, or heavy loads may damage the Railroad's underground facilities. Upon request from the Contractor or Sponsor, Railroad forces will locate and paint mark or flag the Railroad's underground facilities. The Contractor shall avoid excavation or other disturbances of these facilities. If disturbance or excavation is required near a buried Railroad facility, the Contractor shall coordinate with the Railroad to have the facility potholed manually with careful hand excavation. The facility shall be protected by the Contractor during the course of the disturbance under the supervision and direction of the Railroad's Representative.

Norfolk Southern Railway Company



5. TRACK CLEARANCES:

- A. The minimum track clearances to be maintained by the Contractor during construction are shown on the Project Plans. If temporary clearances are not shown on the project plans, the following criteria shall govern the use of falsework and formwork above or adjacent to operated tracks.
1. A minimum vertical clearance of 22'-0" above top of highest rail shall be maintained at all times.
 2. A minimum horizontal clearance of 13'-0" from centerline of tangent track or 14'-0" from centerline of curved track shall be maintained at all times. Additional horizontal clearance may be required in special cases to be safe for operating conditions. This additional clearance will be as determined by the Railroad Engineer.
 3. All proposed temporary clearances which are less than those listed above must be submitted to Railroad Engineer for approval prior to construction and must also be authorized by the regulatory body of the State if less than the legally prescribed clearances.
 4. The temporary clearance requirements noted above shall also apply to all other physical obstructions including, but not limited to: stockpiled materials, parked equipment, placement or driving of piles, and bracing or other construction supports.

6. CONSTRUCTION PROCEDURES:

A. General:

1. Construction work and operations by the Contractor on Railroad property shall be:
 - a. Subject to the inspection and approval of the Railroad Engineer or their designated Construction Engineering Representative.
 - b. In accordance with the Railroad's written outline of specific conditions.
 - c. In accordance with the Railroad's general rules, regulations and requirements including those relating to safety, fall protection and personal protective equipment.
 - d. In accordance with these Special Provisions.
2. Submittal Requirements
 - a. The Contractor shall submit all construction related correspondence and submittals electronically to the Railroad Engineer and/or their designated Construction Engineering Representative.
 - b. The contractor should anticipate a minimum of 45 days for Railroad and their Construction Engineering Representative to complete the review of all construction submittals. Time frames for reviews can vary significantly depending on the complexity of the project and the quality of submittals. Submittals requiring input from other departments may require additional time.

Norfolk Southern Railway Company



- c. All work in the vicinity of the Railroad's property that has the potential to affect the Railroad's train operations or disturb the Railroad's property must be submitted and approved by the Railroad prior to work being performed.
- d. All submittals and calculations must be signed and sealed by a registered engineer licensed in the state of the project work.
- e. All submittals shall first be approved by the Sponsor's Engineer prior to submission to the Railroad Engineer for review. Submittals are reviewed by the Railroad for impacts to Railroad operations only; therefore, approval from the Railroad Engineer shall not relieve the Contractor from liability.
- f. For all construction projects, the following submittals, but not limited to those listed below, shall be provided for review and approval when applicable:
 - (1) General Means and Methods
 - (2) Ballast Protection
 - (3) Construction Excavation & Shoring
 - (4) Pipe, Culvert, & Tunnel Installations
 - (5) Demolition Procedure
 - (6) Erection & Hoisting Procedure
 - (7) Debris Shielding or Containment
 - (8) Blasting
 - (9) Formwork for the bridge deck, diaphragms, overhang brackets, and protective platforms
 - (10) Bent Cap Falsework. A lift plan will be required if the contractor want to move the falsework over the tracks.
- g. For Undergrade Bridges (Bridges carrying the Railroad) the following submittals in addition to those listed above shall be provided for review and approval:
 - (1) Girder Shop Drawings including welding/fabrication procedures
 - (2) Bearing Shop Drawings and Material Certifications
 - (3) Shop Drawings for drainage, handrails/fencing, and expansion dams
 - (4) Concrete Mix Design
 - (5) Structural Steel, Rebar, and/or Strand Certifications
 - (6) 28-day Cylinder Test for Concrete Strength
 - (7) Waterproofing Material Certification
 - (8) Dampproofing materials
 - (9) Test Reports for all steel
 - (10) Foundation Construction Reports

Other submittals may be required upon request from the Railroad. Fabrication may not begin until the Railroad has approved the required shop drawings.

Norfolk Southern Railway Company



- h. The Contractor shall include in all submissions a detailed narrative indicating the progression of work with the anticipated timeframe to complete each task. Work will not be permitted to commence until the Contractor has provided the Railroad with a satisfactory plan that the project will be undertaken without scheduling, performance, or safety related issues. Submissions shall also provide: a listing of the anticipated equipment to be used, plan and profile views showing the location of all equipment to be used relative to the track centerline(s) shown, and a contingency plan of action covering the event that a primary piece of equipment malfunctions.

B. Ballast Protection

1. The Contractor shall submit the proposed ballast protection system detailing the specific filter fabric and anchorage system to be used during all construction activities.
2. The ballast protection is to extend 25' beyond the proposed limit of work, be installed at the start of the project and be continuously maintained to prevent all contaminants from entering the ballast section of all tracks for the entire duration of the project.

C. Excavation:

1. The subgrade of an operated track shall be maintained with edge of berm at least 10'-0" from centerline of track and not more than 24-inches below top of rail. Contractor will not be required to make existing section meet this specification if substandard, in which case the existing section will be maintained.
2. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Railroad right-of-way.

D. Excavation for Structures and Shoring Protection:

1. The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles or sheeting for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material.
2. The use of shoring systems utilizing tiebacks shall not be permitted without written approval from the Railroad Engineer.
3. Shoring systems utilizing trench boxes shall not be permitted within the Theoretical Railroad Embankment (Zones 1, 2, or 3) as shown on NS Typical Drawing No. 4 – Shoring Requirements without written approval from the Railroad Engineer.
4. All plans and calculations for shoring shall be prepared, signed, and sealed by a Registered Professional Engineer licensed in the state of the proposed project, in accordance with Norfolk Southern's Overhead Grade Separation Design Criteria, subsection H.1.6 - Construction Excavation (Refer to Norfolk Southern Public Improvement Projects Manual Appendix H). The Registered Professional Engineer will be responsible for the accuracy for all controlling dimensions as well as the selection of soil design values which will accurately reflect the actual field conditions.

Norfolk Southern Railway Company



5. The Contractor shall provide a detailed installation and removal plan of the shoring components. Any component that will be installed via the use of a crane or any other lifting device shall be subject to the guidelines outlined in Section 6.G of these Special Provisions.
6. The Contractor shall be required to survey the track(s) and Railroad embankment and provide a cross section of the proposed excavation in relation to the tracks.
7. Calculations for the proposed shoring should include deflection calculations. The maximum deflection for excavations within 18'-0" of the centerline of the nearest track shall be 3/8". For all other cases, the max deflection shall not exceed 1/2".
8. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Railroad right-of-way.
9. The front face of shoring located closest to the NS track for all shoring setups located in Zone 2 (shown on NS Typical Drawing No. 4 – Shoring Requirements in Appendix I) shall remain in place and be cut off 2'-0" below the final ground elevation. The remaining shoring in Zone 2 and all shoring in Zone 1 may be removed and all voids must be backfilled with flowable fill.

E. Pipe, Culvert, & Tunnel Installations

1. Pipe, Culvert, & Tunnel Installations shall be in accordance with the appropriate Norfolk Southern Design Specification as noted below:
 - a. For Open Cut Method refer to Norfolk Southern Public Improvement Projects Manual Appendix H.4.6.
 - b. For Jack and Bore Method refer to Norfolk Southern Public Improvement Projects Manual Appendix H.4.7.
 - c. For Tunneling Method refer to Norfolk Southern Public Improvement Projects Manual Appendix H.4.8.
2. The installation methods provided are for pipes carrying storm water or open flow run-off. All other closed pipeline systems shall be installed in accordance Norfolk Southern's Pipe and Wire Program and the NSCE-8.

F. Demolition Procedures

1. General
 - a. Demolition plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad right-of-way and within a distance of the boom length plus 15'-0" from the centerline of track.
 - b. Railroad tracks and other Railroad property must be protected from damage during the procedure.

Norfolk Southern Railway Company



- c. A pre-demolition meeting shall be conducted with the Sponsor, the Railroad Engineer and/or the Construction Engineering Representative, and the key Contractor's personnel prior to the start of the demolition procedure.
- d. The Railroad Engineer and/or the Construction Engineering Representative must be present at the site during the entire demolition procedure period.
- e. Demolition of existing bridge decks in spans over the Railroad shall be performed in a controlled manner (i.e. saw-cutting). No impact equipment (track-mounted hoe-ram, jackhammers, etc.) may be used over the Railroad without approval by the Railroad Engineer.
- f. Existing, obsolete, bridge piers shall be removed to a sufficient depth below grade to enable restoration of the existing/proposed track ditch, but in no case less than 2'-0" below final grade.

2. Submittal Requirements

- a. In addition to the submittal requirements outlined in Section 6.A.2 of these Special Provisions, the Contractor shall submit the following for approval by the Railroad Engineer:
 - (1) A plan showing the location of cranes, horizontally and vertically, with proposed boom lengths, operating radii, counterweights, and delivery or disposal locations shown. The location of all tracks and other Railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.
 - (2) Rating sheets showing that cranes or lifting devices are adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted. Safety factors that may have been "built-in" to the crane charts are not to be considered when determining the 150% factor of safety.
 - (3) Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the existing structure showing complete and sufficient details with supporting data for the demolition of the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.

Norfolk Southern Railway Company



- (4) The Contractor shall provide a sketch of all rigging components from the crane's hook block to the object being hoisted. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been "built-in" to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The position of the rigging in the field shall not differ from what is shown on the final plan without prior review from the Sponsor and the Railroad.
- (5) A complete demolition procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
- (6) Design and supporting calculations for the temporary support of components, including but not limited to the stability of the superstructure during the temporary condition, temporary girder tie-downs and falsework.

3. Overhead Demolition Debris Shield

- a. The demolition debris shield shall be installed prior to the demolition of the bridge deck or other relevant portions of the superstructure over the track area to catch all falling debris.
- b. The demolition debris shield shall provide a minimum vertical clearance as specified in Section 5.A.1 of these Special Provisions or maintain the existing vertical clearance if the existing clearance is less than that specified in Section 5.A.1.
- c. The Contractor shall include the demolition debris shield installation/removal means and methods as part of the proposed demolition procedure submission.
- d. The Contractor shall submit the demolition debris shield design and supporting calculations for approval by the Railroad Engineer.
- e. The demolition debris shield shall have a minimum design load of 50 pounds per square foot plus the weight of the equipment, debris, personnel, and other loads to be carried.
- f. The Contractor shall include the proposed bridge deck removal procedure in its demolition means and methods and shall verify that the size and quantity of the demolition debris generated by the procedure does not exceed the shield design loads.
- g. The Contractor shall clean the demolition debris shield daily or more frequently as dictated either by the approved design parameters or as directed by the Railroad Engineer.

Norfolk Southern Railway Company



4. Vertical Demolition Debris Shield

- a. A vertical demolition debris shield may be required for substructure removals in close proximity to the Railroad's track and other facilities, as determined by the Railroad Engineer.

G. Erection & Hoisting Procedures

1. General

- a. Erection plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad right-of-way and within a distance of the boom length plus 15'-0" from the centerline of track.
- b. Neither crane handoffs nor "walking" of cranes with suspended load will be permitted for erection on or over Railroad right-of-way.
- c. Railroad tracks and other Railroad property must be protected from damage during the erection procedure.
- d. A pre-erection meeting shall be conducted with the Sponsor, the Railroad Engineer and/or the Construction Engineering Representative, and the key Contractor's personnel prior to the start of the erection procedure.
- e. The Railroad Engineer and/or the Construction Engineering Representative must be present at the site during the entire erection procedure period.
- f. For field splices located over Railroad property, a minimum of 50% of the holes for each connection shall be filled with bolts or pins prior to releasing the crane. A minimum of 50% of the holes filled shall be filled with bolts. All bolts must be appropriately tightened. Any changes to previously approved field splice locations must be submitted to the Railroad for review and approval. Refer to Norfolk Southern's Overhead Grade Separation Design Criteria for additional splice details (Norfolk Southern Public Improvement Projects Manual Appendix H.1, Section 4.A.3.).

2. Submittal Requirements

- a. In addition to the submittal requirements outlined in Section 6.A.2 of these provisions, the Contractor shall submit the following for approval by the Railroad Engineer:
 - (1) As-built beam seat elevations - All as-built bridge seats and top of rail elevations shall be furnished to the Railroad Engineer for review and verification at least 30 days in advance of the erection, to ensure that minimum vertical clearances as approved in the plans will be achieved.
 - (2) A plan showing the location of cranes, horizontally and vertically, with proposed boom lengths, operating radii, counterweights, and delivery or staging locations shown. The location of all tracks and other Railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.

Norfolk Southern Railway Company



- (3) Rating sheets showing that cranes or lifting devices are adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted. Safety factors that may have been “built-in” to the crane charts are not to be considered when determining the 150% factor of safety.
- (4) Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the proposed structure showing complete and sufficient details with supporting data for the erection of the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.
- (5) The Contractor shall provide a sketch of all rigging components from the crane’s hook block to the object being hoisted. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been “built-in” to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The position of the rigging in the field shall not differ from what is shown on the final plan without prior review from the Sponsor and the Railroad.
- (6) A complete erection procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
- (7) Design and supporting calculations for the temporary support of components, including but not limited to temporary girder tie-downs and falsework.

H. Blasting:

1. The Contractor shall obtain advance approval of the Railroad Engineer and the Sponsor Engineer for use of explosives on or adjacent to Railroad property. The request for permission to use explosives shall include a detailed blasting plan. If permission for use of explosives is granted, the Contractor will be required to comply with additional provisions as designated by the Railroad Engineer.

I. Track Monitoring

1. At the direction of the Railroad Engineer, any activity that has the potential to disturb the Railroad track structure may require the Contractor to submit a detailed track monitoring program for approval by the Railroad Engineer.

Norfolk Southern Railway Company



2. The program shall specify the survey locations, the distance between the location points, and frequency of monitoring before, during, and after construction. Railroad reserves the right to modify the survey locations and monitoring frequency as necessary during the project.
3. The survey data shall be collected in accordance with the approved frequency and immediately furnished to the Railroad Engineer for analysis.
4. If any movement has occurred as determined by the Railroad Engineer, the Railroad will be immediately notified. Railroad, at its sole discretion, shall have the right to immediately require all Contractor operations to be ceased and determine what corrective action is required. Any corrective action required by the Railroad or performed by the Railroad including the monitoring of corrective action of the Contractor will be at project expense.

J. Maintenance of Railroad Facilities:

1. The Contractor will be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from the Contractor's operations and provide and maintain any erosion control measures as required. The Contractor will promptly repair eroded areas within Railroad rights-of-way and repair any other damage to the property of the Railroad or its tenants.
2. If, in the course of construction, it may be necessary to block a ditch, pipe or other drainage facility, temporary pipes, ditches, or other drainage facilities shall be installed to maintain adequate drainage, as approved by the Railroad Engineer. Upon completion of the work, the temporary facilities shall be removed, and the permanent facilities restored.
3. All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.

K. Storage of Materials and Equipment:

1. Materials and equipment shall not be stored where they will interfere with Railroad operations, nor on the rights-of-way of the Railroad without first having obtained permission from the Railroad Engineer, and such permission will be with the understanding that the Railroad will not be liable for damage to such material and equipment from any cause and that the Railroad Engineer may move or require the Contractor to move, at the Contractor's expense, such material and equipment.
2. All grading or construction machinery that is left parked near the track unattended by Contractor Protective Services shall be effectively immobilized so that it cannot be moved by unauthorized persons. The Contractor shall protect, defend, indemnify and save the Railroad, and any associated, controlled or affiliated corporation, harmless from and against all losses, costs, expenses, claim, or liability for loss or damage to property or the loss of life or personal injury, arising out of or incident to the Contractor's failure to immobilize grading or construction machinery.

Norfolk Southern Railway Company



- L. Cleanup:
 - 1. Upon completion of the work, the Contractor shall remove from within the limits of the Railroad rights-of-way, all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of the Contractor, and leave said rights-of-way in a neat condition satisfactory to the Railroad Engineer or the Railroad Representative.
- 7. DAMAGES:
 - A. The Contractor shall assume all liability for any and all damages to the Contractor's work, employees, servants, equipment, and materials caused by Railroad traffic.
 - B. Any cost incurred by the Railroad for repairing damages to its property or to property of its tenants, caused by or resulting from the operations of the Contractor, shall be paid directly to the Railroad by the Contractor.
- 8. CONTRACTOR PROTECTIVE SERVICES:
 - A. Requirements:
 - 1. Qualified protective services are those services of a contractor, directly hired by the Prime Contractor, that have been vetted through the Railroad and are allowed to be performed on Railroad property.
 - 2. Contractor Protective Services shall be onsite anytime construction activities are taking place on or adjacent to the Railroad Property and/or have the potential to foul the Railroad's track or operations.
 - 3. Contractor Protective Services shall be those services of a subcontractor to the Contractor who have the ability to fully protect the Contractor's workers and machinery once the qualified protective services contractor confirms the Contractor Protective Services are properly equipped and site specific trained by the Railroad Representative. Contractor Protective Services may act as an observer until such Contractor Protective Services are site specific trained by the Railroad Representative. The reference to an "observer" is defined as a person who has the authority to deny access to Contractor's workers and machinery to a specified Railroad operation zone as directed to the qualified protective services contractor by Railroad and prevent those potential to foul work events which may put the Contractor's workers and machinery at risk for injury or damage.
 - 4. Contractor Protective Services will not be allowed on the property until all items on the Norfolk Southern Checklist for Construction- Direct Hire have been completed and the authorization to proceed is given by the Railroad Engineer.
 - 5. Under the terms of the agreement between the Sponsor and the Railroad, the Railroad has sole authority to determine the need for any Railroad Protective Services required to protect its operations or work designated to be done by the Railroad through the force account estimate.

Norfolk Southern Railway Company



9. HAUL ACROSS RAILROAD TRACK:

- A. Where the plans show or imply that materials of any nature must be hauled across the Railroad's track, unless the plans clearly show that the Sponsor has included arrangements for such haul in its agreement with the Railroad, the Contractor will be required to make all necessary arrangements with the Railroad regarding means of transporting such materials across the Railroad's track. The Contractor or Sponsor will be required to bear all costs incidental to such crossings whether services are performed by the Contractor's own forces or by Railroad personnel.
- B. No crossing may be established for use by the Contractor for transporting materials or equipment across the tracks of the Railroad unless specific authority for its installation, maintenance, use, until the Contractor has a fully executed a temporary private crossing agreement between the Contractor and Railroad. The approval process for an agreement normally takes 90 days.

10. WORK FOR THE BENEFIT OF THE CONTRACTOR:

- A. All temporary or permanent changes in wire lines or other facilities which are considered necessary to the project are shown on the plans; included in the force account agreement between the Sponsor and the Railroad or will be covered by appropriate revisions to same which will be initiated and approved by the Sponsor and/or the Railroad.
- B. Should the Contractor desire any changes in addition to the above, then the Contractor shall make separate arrangements with the Railroad for same to be accomplished at the Contractor's expense.

11. COOPERATION AND DELAYS:

- A. It shall be the Contractor's responsibility to arrange a schedule with the Railroad for accomplishing stage construction involving work by the Railroad or tenants of the Railroad. In arranging the Contractor's schedule, the Contractor shall ascertain, from the Railroad, the lead time required for assembling crews and materials and shall make due allowance therefore.
- B. No charge or claim of the Contractor against either the Sponsor or the Railroad will be allowed for hindrance or delay on account of railroad traffic; any work done by the Railroad or other delay incident to or necessary for safe maintenance of railroad traffic or for any delays due to compliance with these Special Provisions.

12. TRAINMAN'S WALKWAYS:

- A. Along the outer side of each exterior track of multiple operated track, and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending to a line not less than 10 feet from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while Contractor Protective Service is provided shall be removed before the close of each workday. If there is any excavation near the walkway, a handrail, with 10'-0" minimum clearance from centerline of track, shall be placed and must conform to AREMA and/or FRA standards.

Norfolk Southern Railway Company



13. GUIDELINES FOR PERSONNEL ON RAILROAD RIGHT-OF-WAY:

- A. The Contractor and/or the Sponsor's personnel authorized to perform work on the Railroad's property as specified in Section 2 above are not required to complete Norfolk Southern Roadway Worker Protection Training; However, the Contractor and the Sponsor's personnel must be familiar with Norfolk Southern's standard operating rules and guidelines, should conduct themselves accordingly, and may be removed from the property for failure to follow these guidelines.
- B. All persons shall wear hard hats. Appropriate eye and hearing protection must be used. Working in shorts is prohibited. Shirts must cover shoulders, back and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip-on type boots is prohibited. Hard-sole, lace-up footwear, zippered boots or boots cinched up with straps which fit snugly about the ankle are adequate. Wearing of safety boots and reflective vests are required.
- C. No person is allowed to perform construction activities which may impact the Railroad's property or operations without specific authorization from the Contractor Protective Services.
- D. All persons working near track while train is passing are to lookout for dragging bands, chains and protruding or shifted cargo.
- E. No person is allowed to cross tracks without specific authorization from the Contractor Protective Services.
- F. All welders and cutting torches working within 25' of track must stop when train is passing.
- G. No steel tape or chain will be allowed to cross or touch rails without permission from the Contractor Protective Services.

14. GUIDELINES FOR EQUIPMENT ON RAILROAD RIGHT-OF-WAY:

- A. No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15' of centerline of track without specific permission from Railroad Representative and Contractor Protective Services personnel.
- B. No crane or boom equipment will be allowed to foul track or lift a load over the track without the authorization from the Contractor Protective Services personnel who are site specific trained and properly equipped.
- C. All employees will stay with their machines when crane or boom equipment is pointed toward track.
- D. All cranes and boom equipment under load will stop work while train is passing (including pile driving).
- E. Swinging loads must be secured to prevent movement while train is passing.
- F. No loads will be suspended above a moving train.
- G. No equipment will be allowed within 25' of centerline of track without specific authorization of the Railroad Representative and Contractor Protective Services personnel.

Norfolk Southern Railway Company



- H. Trucks, tractors, or any equipment will not touch ballast line without specific permission from Railroad Representative and Contractor Protective Services personnel. At the beginning of each project that involves the Contractor working within 25' of the centerline of any track, orange construction fencing must be established. Orange construction fencing shall be established in accordance with the minimum temporary horizontal clearances contained in Section 5.A.2 and shall be maintained for the duration of construction.
- I. No equipment or load movement is permitted within 25' or above a standing train or Railroad equipment without specific authorization of the Contractor Protective Services personnel.
- J. All operating equipment within 25' of track must halt operations when a train is passing. All other operating equipment may be halted by the Contractor Protective Services personnel if said personnel views the operation to be dangerous to the passing train.
- K. All equipment, loads and cables are prohibited from touching rails.
- L. While clearing and grubbing, no vegetation will be removed from Railroad embankment with heavy equipment without specific permission from the Railroad Engineer, Railroad Representative and Contractor Protective Services personnel.
- M. No equipment or materials will be parked or stored on Railroad's property unless specific authorization is granted from the Railroad Engineer.
- N. All unattended equipment that is left parked on Railroad property shall be effectively immobilized so that it cannot be moved by unauthorized persons.
- O. All cranes and boom equipment will be turned away from track after each workday or whenever unattended by an operator.
- P. Prior to performing any crane operations, the Contractor shall establish a single point of contact for the Contractor Protective Services personnel to remain in communication with at all times. Contractor Protective Services personnel must also be in direct contact with the individual(s) directing the crane operation(s).

15. INSURANCE:

- A. In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Prime Contractor will be required to carry insurance of the following kinds and amounts:
 - 1. A Commercial General Liability ("CGL") policy containing products and completed operations, bodily injury, property damage, and contractual liability coverage, with a combined single limit of not less than \$5,000,000 for each occurrence with a general aggregate limit of not less than \$5,000,000. Any portion of this requirement may be satisfied by a combination of General Liability and/or Excess/Umbrella Liability Coverage. The CGL policy shall provide additional insured coverage equivalent to at least as broad as ISO CG 20 10 11/85.

Norfolk Southern Railway Company



2. Automobile Liability Insurance with a current ISO occurrence form policy (or equivalent) and apply on an "any auto" (Symbol 1) basis, including coverage for all vehicles used in connection with the Work or Services on the leased property, providing annual limits of at least \$1,000,000 per occurrence for bodily injury and property damage combined including uninsured and underinsured motorist coverage, medical payment protection, and loading and unloading. This policy shall be endorsed to include Transportation Pollution Liability Broadened Coverage ISO CA 99 48 03 06 or MCS-90 if vehicles are subject to Federal jurisdiction. If this coverage is on a claims-made form, the Retro Active Date must be prior to the date of this Agreement and the policy endorsement must be maintained for not less than seven (7) years.
3. Workers' Compensation Insurance to meet fully the requirement of any compensation act, plan, or legislative enactment applicable in connection with the death, disability or injury of Licensee's officers, agents, servants, or employees arising directly or indirectly out of the performance of the work.
4. Employers' Liability Insurance with limits of not less than \$1,000,000 each accident, \$1,000,000 policy limit for disease, and \$1,000,000 each employee for disease.
5. All insurance required in Section 15.A (excluding any Workers' Compensation policy) shall name Norfolk Southern Railway and its parent, subsidiary, and affiliated companies as additional insureds with an appropriate endorsement to each policy.
6. All policies secured by Contractor, whether primary, excess, umbrella or otherwise, and providing coverage to the Railroad as an additional insured (i) are intended to take priority in responding and to pay before any insurance policies Railroad may have secured for itself must respond or pay and (ii) may not seek contribution from any policies the Railroad may have secured for itself.
7. No cross-liability exclusions are permitted that would apply to the additional insureds, and there may not be any restrictions in any policy that limits coverage for a claim brought by an additional insured against a named insured.
8. To the fullest extent permitted by law, all insurance furnished by Contractor in compliance with Section 15.A shall include a waiver of subrogation in favor of Railroad with an appropriate endorsement to each policy.
9. All policies required in Section 15.A shall not be subject to cancellation, termination, modification, changed, or non-renewed except upon thirty (30) days' prior written notice to the additional insureds.
10. The insurance coverages maintained by Contractor shall not limit any indemnity obligations or other liabilities. The insurance available to Railroad and its parent, subsidiary and affiliated companies as additional insureds shall not be limited by these requirements should Licensee maintain higher coverage limits.
11. Any deductibles or retentions in excess of \$50,000 maintained on any insurance required in 15.A shall be disclosed and approved by Railroad with a request made for approval to NSRISK3@nscorp.com.

Norfolk Southern Railway Company



12. Anyone subcontractor providing work on this project must extend CG 20 38 (or broader coverage) additional Insured endorsement to provide coverage for up stream parties.
 13. Contractor shall require all subcontractors who are not covered by the insurance carried by Contractor to obtain commercially reasonable insurance coverage, but not less than the requirements of 15.A.
- B. In addition to the insurances required in Section 15.A, the Contractor shall also procure on behalf of the Railroad for the entirety of the project:
1. Railroad Protective Liability (RPL) Insurance having a combined single limit of not less than \$5,000,000 each occurrence and \$10,000,000 in the aggregate applying separately to each annual period. Said policy shall provide coverage for all loss, damage or expense arising from bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site.

The standards for the Railroad Protective Liability Insurance are as follows:

- a. The insurer must be rated A- or better by A.M. Best Company, Inc.
- b. The policy must be written using one of the following combinations of Insurance Services Office ("ISO") RPL Insurance Form Numbers:
 - (1) CG 00 35 01 96 and CG 28 31 10 93; or
 - (2) CG 00 35 07 98 and CG 28 31 07 98; or
 - (3) CG 00 35 10 01; or
 - (4) CG 00 35 12 04; or
 - (5) CG 00 35 12 07; or
 - (6) CG 00 35 04 13.
- c. The named insured shall read:

Norfolk Southern Corporation and its subsidiaries and affiliates
650 West Peachtree Street NW – Box 46
Atlanta, GA 30308
Attn: Risk Manager

(NOTE: Railroad does not share coverage on RPL with any other entity on this policy)

- d. The description of operations must appear on the Declarations, must match the project description in this agreement, and must include the appropriate Sponsor project and contract identification numbers.
- e. The job location must appear on the Declarations and must include the city, state, and appropriate highway name/number. **NOTE: Do not include any references to milepost, valuation station, or mile marker on the insurance policy.**
- f. The name and address of the prime Contractor must appear on the Declarations.

Norfolk Southern Railway Company



- g. The name and address of the Sponsor must be identified on the Declarations as the "Involved Governmental Authority or Other Contracting Party."
- h. Endorsements/forms that are **required** are:
 - (1) Physical Damage to Property Amendment
 - (2) Terrorism Risk Insurance Act (TRIA) coverage must be included
- i. Other endorsements/forms that will be accepted are:
 - (1) Broad Form Nuclear Exclusion – Form IL 00 21
 - (2) 30-day Advance Notice of Non-renewal or cancellation
 - (3) Required State Cancellation Endorsement
 - (4) Quick Reference or Index Form CL/IL 240
- j. Endorsements/forms that are NOT acceptable are:
 - (1) Any Pollution Exclusion Endorsement except CG 28 31
 - (2) Any Punitive or Exemplary Damages Exclusion
 - (3) Known injury or Damage Exclusion form CG 00 59
 - (4) Any Common Policy Conditions form
 - (5) An Endorsement that limits or excludes Professional Liability coverage
 - (6) A Non-Cumulation of Liability or Pyramiding of Limits Endorsement
 - (7) An Endorsement that excludes TRIA coverage
 - (8) A Sole Agent Endorsement
 - (9) Any type of deductible endorsement or amendment
 - (10) Any other endorsement/form not specifically authorized in item no. 2.h above.

SPONSOR:

RAILROAD:

Risk Management
Norfolk Southern Corporation and its subsidiaries
650 West Peachtree Street NW – Box 46
Atlanta, GA 30308
NSRISK3@NSCORP.COM

- C. All insurance required under Section 15.A and 15.B shall be underwritten by insurers and be of such form and content, as may be acceptable to the Railroad. Prior to entry on Railroad right-of-way, the original electronic RPL Insurance Policy shall be submitted by the Prime Contractor to the Railroad at NSRISK3@NSCORP.COM for review and approval. In addition, certificates of insurance evidencing the Prime Contractor's insurance compliant with the requirements in 15.A shall be issued to the Railroad at NSRISK3@NSCORP.COM at the same time the RPL Policy is submitted.
- D. The insurance required herein shall in no way serve to limit the liability of Sponsor or its Contractors under the terms of this agreement.

Norfolk Southern Railway Company



E. Insurance Submission Procedures

1. The Railroad will only accept initial insurance submissions via email to NSRISK3@NSCORP.COM. The Railroad will NOT accept initial insurance submissions via hard copies that would be sent either US Mail or Overnight carrier or faxes as only electronic versions only are to be submitted to Railroad. **Please provide point of contact information with the submission including a phone number and email address.**

For email insurance submissions, the subject line should follow the format provided unless otherwise directed by the Railroad Engineer:

Insurance Submittal: City, State – NS File Number – NS Milepost – Project Name – Sponsor Project #

2. Railroad requires the following two (2) forms of insurance in the initial electronic insurance submission to NSRISK3@NSCORP.COM to be submitted under a cover letter providing details of the project and containing the contact information:
 - a. The full original or certified true electronic countersigned copy of the RPL Insurance Policy in its entirety inclusive of all declarations, schedule of forms and endorsements along with the policy forms and endorsements as required in Section 15.B.
 - b. A certificate of insurance from the Contractor evidencing the Contractor's insurance in Section 15.A (i.e. the Contractor's commercial general, automobile, and workers' compensation liability insurance, etc.). The certificate must show Norfolk Southern Railroad and its subsidiaries and affiliated companies as an additional insured on the General Liability and Auto policies. The certificate should also indicate that the Workers' Compensation policy waives subrogation against Norfolk Southern Corporation and its subsidiaries. See Appendix J for a Sample Certificate of Insurance.

16. FAILURE TO COMPLY:

- A. In the event the Contractor violates or fails to comply with any of the requirements of these Special Provisions:
 1. The Railroad Engineer may require that the Contractor vacate Railroad property.
 2. The Sponsor's Engineer may withhold all monies due the Contractor on monthly statements.
- B. Any such orders shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Sponsor's Engineer.

17. PAYMENT FOR COST OF COMPLIANCE:

- A. No separate payment will be made for any extra cost incurred on account of compliance with these Special Provisions. All such costs shall be included in prices bid for other items of the work as specified in the payment items.

Norfolk Southern Railway Company



18. PROJECT INFORMATION

A. Date:	<u>08/2820023</u>
B. NS File No.:	<u>BR0013224</u>
C. NS Milepost:	<u>79.18 CNO&TP</u>
D. Sponsor’s Project No.	<u>Item No. 07-113.02</u>



Kentucky Transportation Cabinet
Division of Right of Way & Utilities

TC 69-008
08/2010
Page 1 of 2

SUMMARY FOR KYTC PROJECTS THAT INVOLVE A RAILROAD

Date: 09/11/2023 (enter using M/d/yyyy format)

This project actively involves the below listed railroad company. This Project Summary provides an abbreviated listing of project specific railroad data. The detailed needs of the specified railroad company are included in the Special Notes for Protection of Railroad Interest in the proposal package. By submitting a bid, the contractor attests that they have dutifully considered and accepted the provisions as defined in both documents.

GENERAL ROAD PROJECT INFORMATION (This section must be provided by KYTC)

County:

Fayette

Federal Number:

N/A

State Number:

FD04 034 85341 01U

Route:

New Circle Rd (KY 4)

Project Description:

Widen New Circle Rd (KY 4) over CNO&TP

Item Number:

07-113.02

Highway Milepost:

10.807

GENERAL RAIL INFORMATION (The below sections must be provided by Railroad Company)

Rail Company Name:

Cincinnati, New Orleans, and Texas Pacific

DOT# (if applicable):

724520K

Railroad Milepost:

79.18 CNOTP

Train Count (6am to 6pm):

38

Train Count (6pm to 6am):

37

Train Count (24 hr total):

75

Maximum Train Speed:

60 mph

(This information is necessary to acquire the necessary insurances when working with Railroad Right of Way)

INSURANCE REQUIREMENTS

- The named insured, description of the work and designation of the job site to be shown on the Policy are as follows:
- (a)

Named Insured: Norfolk Southern
- (b)

The project description should be as indicated in the General Road Project Information section.
- (c)

The designation of the jobsite is the route, Milepost, and AAR-DOT# listed above.

FLAGGING INFORMATION

Flagging Estimate:

Contractor will be responsible for procuring Protective Services and will be responsible for all associated costs. Please see Special Note for Railroad Flagging for more details.

Hourly Rate:

Rate will be coordinated with Protective Services providers and bid under Railroad Coordination Bid Item

Work by a flagman in excess of 8 hours per day or 40 hours per week, but not more than 12 hours a day will result in overtime pay at 1 ½ times the appropriate rate. Work by a flagman in excess of 12 hours per day will result in overtime pay at 2 times the appropriate rate. If work is performed on a holiday, the flagging rate is 2 ½ times the normal rate.

Forecasted Rate Increases:

Rates will increase to \$0.00 per hour based on a 0 hour day effective (enter using M/d/yyyy format).

RAILROAD CONTACTS

(to be provided by Railroad Company)

General Railroad Contact:

Mr. EW Chambers

Norfolk Southern Corporation

(Phone) 404-529-1436

(Email) Eldridge.Chambers@nscorp.com

Regional Representative (Roadmaster):

To be provided after insurance is approved

Insurance contact:

Mr. Scott Dickerson

Risk Management

Norfolk Southern Railway Company

Three Commercial Place

Norfolk, Virginia 23510-2191

Railroad Designer Contact:

Contractor or In-House Employee? In-House

Mr. EW Chambers

Norfolk Southern Corporation

(Phone) 404-529-1436

(Email) Eldridge.Chambers@nscorp.com

Railroad Construction Contact:

To be provided after insurance is approved

KENTUCKY TRANSPORTATION CABINET CONTACTS

(to be provided by KYTC)

KYTC Railroad Coordinator:

Allen Rust, PE

Div. of Right of Way & Utilities

Kentucky Transportation Cabinet

200 Mero Street, 5th Floor East

Frankfort, Kentucky 40622

(Phone) 502-782-4950

(Email) allen.rust@ky.gov

KYTC Construction Procurement Director:

Rachel Mills, Director

Div. of Construction Procurement

Kentucky Transportation Cabinet

200 Mero Street, 3rd Floor West

Frankfort, Kentucky 40622

(Phone) 502-782-5152

(Email) Rachel.Mills@ky.gov

KYTC Construction Director:

Matt Simpson, Director

Div. of Construction

Kentucky Transportation Cabinet

200 Mero Street, 3rd Floor West

Frankfort, Kentucky 40622

(Phone) 502-782-5127

(Email) Matt.Simpson@ky.gov



The project specific information provided herein is valid as of the date indicated. However, the specific information may be subject to change due to the normal business operations of all parties. The terms and conditions defined here, and in the bid proposal in its entirety, are inclusive and constant.

Special Note for Railroad Flagging

Contractor will be responsible for procuring “Contractor Protective Services”, herein after to be referred to as flagging. Flagging services will be provided by an approved outside third-party for which the contractor will be responsible for procuring, paying, and coordinating all work. **All costs for flagging shall be included in Rail Coordination bid item.** See Section 8.A of the Norfolk Southern – Special Provisions for Protection of Railway Interests for more details.

Currently approved providers include, but may not be limited to:

Railroad Consultants, PLLC

Steve Lloyd (VP Business Development)

(615) 542-8901

RailPros

D.J. Ezell (Director of Operations RWIC)

(682) 540-4033

CONTRACTOR WORKING ON BEHALF OF PROJECT SPONSOR
COSTS REIMBURSED BY PROJECT SPONSOR

NS File: _____

NS Billing Number: _____

NORFOLK SOUTHERN
CONTRACTOR RIGHT OF ENTRY AGREEMENT

WHEREAS, _____
("Principal") has requested that Norfolk Southern Railway Company ("Company") permit Principal to be on
or about Company's premises and/or facilities in the vicinity of Company milepost

(the "Premises") for the sole purpose of _____

, on behalf of _____
(the "Project Sponsor") during the period _____, 20____, to _____, 20____ (the
"Right of Entry").

WHEREAS, Company is willing to grant the Right of Entry subject to the terms and conditions set forth
herein.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the
receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the
parties hereby agree as follows.

Company hereby grants Principal the Right of Entry. The Right of Entry shall extend to Principal and to
subcontractors and other entities affiliated with Principal who are specifically approved for entry by
authorized representatives of Company in writing, as well as to the officers and employees of the
foregoing (collectively "Licensees"). The Right of Entry shall apply to those portions of the Premises, and
to such equipment, machinery, rolling stock and other personal property and fixtures belonging to
Company or otherwise located on the Premises, only to the extent specifically designated and approved
in writing by authorized representatives of Company (collectively, "Designated Property").

Principal agrees:

- (i) that Licensees' access to the Premises shall be limited to the Designated Property and
that Principal shall be liable and fully responsible for all actions of Licensees while on the
Premises pursuant to the Right of Entry;
- (ii) that Licensees shall (a) be subject to Company's direction when upon the Premises, and
(b) be subject to Company's removal from the Premises, in Company's sole discretion,
due to negligence, misconduct, unsafe actions, breach of this agreement or the failure to
act respectfully, responsibly, professionally, and/or in a manner consistent with
Company's desire to minimize risk and maintain its property with maximum security and
minimum distractions or disruptions or for any other lawful reason;
- (iii) that Licensees shall perform all work with such care, diligence and cooperation with
Company personnel as to reasonably avoid accidents, damage or harm to persons or
property and delays or interference with the operations of any Company's facilities and in
accordance with Company's "Special Provisions for Protection of Railway Interest",
attached and incorporated herein.
- (iv) to give Company's officer signing this agreement, or his or her authorized representative,
advance notification of the presence of Licensees on Designated Property in accordance
with Company's "Special Provisions for Protection of Railway Interest";
- (v) to indemnify and save harmless Company, its officers, agents and employees from and
against any and all claims, demands, losses, suits, judgments, costs, expenses (including

CONTRACTOR WORKING ON BEHALF OF PROJECT SPONSOR
COSTS REIMBURSED BY PROJECT SPONSOR

NS File: _____

NS Billing Number: _____

without limitation reasonable attorney's fees) and liability resulting from (a) injury to or death of any person, including without limitation the Licensees, and damage to or loss of any property, including without limitation that belonging to or in the custody of Licensees (the "Licensee Property"), arising or in any manner growing out of the presence of either the Licensees or the Licensee Property, or both, on or about the Premises, regardless of whether negligence on the part of Company, its officers, agents or employees caused or contributed to said loss of life, personal injury or property loss or damage in whole or in part; (b) any alleged violation of any law, statute, code, ordinance or regulation of the United States or of any state, county or municipal government (including, without limitation, those relating to air, water, noise, solid waste and other forms of environmental protection, contamination or pollution or to discrimination on any basis) that results in whole or in part, directly or indirectly, from the activities of Licensees related in any way to their presence on the Premises or from any other act or omission of Licensees contributing to such violation, regardless of whether such activities, acts or omissions are intentional or negligent, and regardless of any specification by Company without actual knowledge that it might violate any such law, statute, code, ordinance or regulation; (c) any allegation that Company is an employer or joint employer of a Licensee or is liable for related employment benefits or tax withholdings; or (d) any decision by Company to bar or exclude a Licensee from the Premises pursuant to subsection (ii)(b) above;

- (vi) to have and keep in effect the appropriate kinds of insurance as listed in the Company's "Special Provisions for Protection of Railway Interest, with insurance companies satisfactory to Company, during the entire time Licensees or Licensee Property, or both, is on the Premises; and to provide certificates of insurance showing the foregoing coverage, as well as any endorsements or other proper documentation showing and any change or cancellations in the coverage to the Company officer signing this agreement or to his or her authorized representative;
- (vii) to reimburse Company for any costs not covered under the existing project agreement between the Company and the Project Sponsor, including, but not limited to, material, labor, construction submittal review, supervisory and railroad protective services costs, and related taxes and overhead expenses required or deemed necessary by Company because of the presence of either Licensees or Licensee Property on the Premises;
- (viii) to exercise special care and precautions to protect the Premises and equipment, machinery, rolling stock and other personal property and fixtures belonging to Company or otherwise located on the Premises (whether or not constituting Designated Property) and to avoid interference with Company's operations;
- (ix) to not create and not allow drainage conditions which would be adverse to the Premises or any surrounding areas;
- (x) to refrain from the disposal or release of any trash, waste, and hazardous, dangerous or toxic waste, materials or substances on or adjacent to the Premises and to clean up or to pay Company for the cleanup of any such released trash, waste, materials or substances; and
- (xi) to restore the Premises and surrounding areas to its original condition or to a condition satisfactory to the Company officer signing this agreement or to his or her authorized representative (ordinary wear and tear to rolling stock and equipment excepted) upon termination of Licensees' presence on the Premises.

As a part of the consideration hereof, Principal further hereby agrees that Company shall mean not only Norfolk Southern Railway Company but also Norfolk Southern Corporation and any and all subsidiaries

CONTRACTOR WORKING ON BEHALF OF PROJECT SPONSOR
COSTS REIMBURSED BY PROJECT SPONSOR

NS File: _____

NS Billing Number: _____

and affiliates of Norfolk Southern Railway Company or Norfolk Southern Corporation, and that all of Principal's indemnity commitments in this agreement in favor of Company also shall extend to and indemnify Norfolk Southern Corporation and any subsidiaries and affiliated companies of Norfolk Southern Railway Company or Norfolk Southern Corporation and its and/or their directors, officers, agents and employees.

It is expressly understood that the indemnification obligations set forth herein cover claims by Principal's employees, agents, independent contractors and other representatives, and Principal expressly waives any defense to or immunity from such indemnification obligations and/or any subrogation rights available under any applicable state constitutional provision, laws, rules or regulations, including, without limitation, the workers' compensation laws of any state. Specifically, (i) in the event that all or a portion of the Premises is located in the State of Ohio, the following provision shall be applicable: "Principal, with respect to the indemnification provisions contained herein, hereby expressly waives any defense or immunity granted or afforded it pursuant to Section 35, Article II of the Ohio Constitution and Section 4123.74 of the Ohio Revised Code"; and (ii) in the event that all or a portion of the Premises is located in the Commonwealth of Pennsylvania, the following provision shall be applicable: "Principal, with respect to the indemnification provisions contained herein, hereby expressly waives any defense or immunity granted or afforded it pursuant to the Pennsylvania Workers' Compensation Act, 77 P.S. 481".

This agreement shall be governed by the internal laws of the Commonwealth of Virginia, without regard to otherwise applicable principles of conflicts of laws. If any of the foregoing provisions is held for any reason to be unlawful or unenforceable, the parties intend that only the specific words found to be unlawful or unenforceable be severed and deleted from this agreement and that the balance of this agreement remain a binding enforceable agreement to the fullest extent permitted by law.

This agreement may be amended only in a writing signed by authorized representatives of the parties.

Name of Principal: _____

By: _____

Print Name: _____

Title _____

Date _____, 20____

NORFOLK SOUTHERN RAILWAY COMPANY

By _____

Print Name: _____

Title _____

Date _____, 20____

Norfolk Southern Check List for Construction

* to be completed prior to the start of any work on Norfolk Southern right-of-way

Norfolk Southern Milepost/File #: _____

Sponsor/DOT File #: _____

Norfolk Southern Public Improvement Contact: _____

- ☐ Has contractor reviewed and agreed to be in compliance with the latest **Special Provisions for the Protection of Railway Interests**?
- ☐ Has **Insurance** been approved by Norfolk Southern Risk Management Department?
Date Approved: _____
- ☐ Has a **Pre-Construction Meeting** been scheduled with a Norfolk Southern representative?
Scheduled Date: _____
- ☐ Has a **Construction Right-of-Entry** been executed by contractor and Norfolk Southern? Date Fully Executed: _____
- ☐ Has a written **Authorization to Proceed** been issued by a Norfolk Southern representative?
Date Issued _____
- ☐ Has a **Flagman** been assigned? Name/Phone # _____

Estimated Start Date for Construction

Estimated End Date for Construction

_____ Signed by DOT Representative	_____ Date	_____ Signed by Contractor	_____ Date
_____ Signed by NS Representative	_____ Date		

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/confined 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 SLEEVE/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.

N O T I C E

**DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS 404
NATIONWIDE 14 PERMIT AUTHORIZATION
KENTUCKY DIVISION OF WATER 401 WQC**

3-7-2023

PROJECT: Fayette County, Item No. 7-113.02
KY 4 rehabilitation and widening from MP 7.26-8.26

The Section 404 & 401 activities for this project have been previously permitted under the authority of the Department of the Army Nationwide Permit No. 14 “Linear Transportation Projects” & Division of Water General Water Quality Certification. In order for these authorizations to be valid, the attached conditions must be followed. The contractor shall post a copy of this Nationwide Permit & General WQC in a conspicuous location at the project site for the duration of construction and comply with the general conditions as required.

Station 88+00

Replace the stormwater outfall location from a 40” culvert into a UT of Town Branch. The **Intermittent** stream will have impacts below the normal high water mark. The estimated area of impact is **20 linear feet** and **0.005** acres.

This project involves work near and/or within Jurisdictional Waters of the United States as defined by the United States Army Corps of Engineers and therefore requires a Nationwide 14 General 404 Permit. The Division of Water certified this General Permit with several conditions (See attached). One that should be brought to your attention is regarding the use of heavy equipment in the stream channel. If there is need to cross the stream channel with heavy equipment or conduct work from within the stream channel a working platform or temporary crossing is authorized. This should be constructed with clean rock and sufficient pipe to allow stream flow to continue unimpeded (see attached typical drawing).

In order for this authorization to be valid, the attached conditions must be followed. The contractor shall post a copy of this Nationwide Approval in a conspicuous location at the project site for the duration of construction and comply with the general conditions as required. To more readily expedite construction, the contractor may elect to alter the design or perform the work in a manner different from what was originally proposed and specified. Prior to commencing such alternative work, the contractor shall obtain **written** permission from the

Division of Construction and the Division of Environmental Analysis. If such changes necessitate further permitting then the contractor will be responsible for applying to the Army Corps of Engineers and the Kentucky Division of Water (KDOW). A copy of any request to the Corps of Engineers or the KDOW to alter this proposal and subsequent responses shall be forwarded to the Division of Environmental Analysis, DA Permit Coordinator, for office records and for informational purposes.



ANDY BESHEAR
GOVERNOR

REBECCA W. GOODMAN
SECRETARY

**ENERGY AND ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION**

ANTHONY R. HATTON
COMMISSIONER

300 SOWER BOULEVARD
FRANKFORT, KENTUCKY 40601

General Certification--Nationwide Permit # 14 Linear Transportation Projects

This General Certification is issued **December 18, 2020**, in conformity with the requirements of Section 401 of the Clean Water Act of 1977, as amended (33 U.S.C. §1341), as well as Kentucky Statute KRS 224.16-050.

For this General Certification and all General Certifications of Nationwide Permits (NWP), the term 'surface water' is defined pursuant to 401 KAR Chapter 10, Section 1(72): Surface Waters means those waters having well-defined banks and beds, either constantly or intermittently flowing; lakes and impounded waters; marshes and wetlands; and any subterranean waters flowing in well-defined channels and having a demonstrable hydrologic connection with the surface. Lagoons used for waste treatment and effluent ditches that are situated on property owned, leased, or under valid easement by a permitted discharger are not considered to be surface waters of the Commonwealth.

As required by 40 CFR Part 121 – State Certification of Activities Requiring a Federal License or Permit, all conditions include a statement explaining why the condition is necessary to assure that any discharge authorized under the general permit will comply with water quality requirements and a citation to federal, state, or tribal law that authorizes the condition. The statements and citations are included with each condition. The statements are written entirely at the end of the certification under the section *Statements of Necessity*.

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

For all other operations, the Commonwealth of Kentucky hereby certifies under Section 401 of the Clean Water Act (CWA) that it has reasonable assurances that applicable water quality standards under Kentucky Administrative Regulations Title 401, Chapter 10, established pursuant to Sections 301, 302, 303, 306 and 307 of the CWA, will not be violated for the activity covered under NATIONWIDE PERMIT 14, namely Linear Transportation Projects, provided that the conditions in this certification are met. Activities that do not meet the conditions of this General Certification require an Individual Section 401 Water Quality Certification.

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

1. Activities occurring within surface waters assessed by the Kentucky Division of Water as designated Outstanding State Resource Waters, National Resource Waters, Cold Water Aquatic Habitat, Exceptional Waters, or identified as candidate Outstanding State Resource Waters or candidate Exceptional Waters are not authorized under this General Certification and require an Individual Certification. [Statement A and citations KRS 224.70-110, 401 KAR 10:030, Section 1(1), Section 1(2), & Section 1(3); and 401 KAR 10:031, Section 4(2) & Section 8]
2. Activities impacting surface waters assessed by the Kentucky Division of Water as impaired for warm water or cold water aquatic habitat where the parameter or source is related to habitat* are not authorized under this General Certification and require an Individual Certification. [Statement B and citations KRS 224.70-110 and 401 KAR 10:031, Section 2 & Section 4]

*These include waters impaired by the parameter 'habitat assessment', 'combined biota/habitat bioassessment' or any parameter from the parameter group 'habitat alterations, and/or waters where the parameter identified as a cause of impairment has a source from the source group 'habitat impacts'.
3. Activities impacting surface waters assessed by the Kentucky Division of Water as full support for warm water or cold water aquatic habitat are not authorized under this General Certification and require an Individual Certification. [Statements A and B and citations KRS 224.70-110 and 401 KAR 10:031, Section 2 & Section 4]
4. The activity will not occur within surface waters identified as perpetually-protected mitigation sites (e.g., deed restriction or conservation easement). [Statement C and citations KRS 224.70-110, 401 KAR 10:030, Section 1(3); and 40 C.F.R. 230.97]
5. Activities with cumulative temporary and permanent impacts greater than 1/2 acre of wetland or 300 linear feet of surface waters are not authorized under this General Certification and require an Individual Certification. This General Certification shall not apply to projects where multiple Nationwide Permits are issued for individual crossings which are part of a single, larger transportation projects. [Statement A and citations KRS 224.70-110, 401 KAR 10:030, Section 1(3)(b) & Section 1(4)(b); and 401 KAR 10:031, Section 2 & Section 4]
6. For complete linear transportation projects, all impacts shall not exceed a cumulative length of 500 linear feet within each Hydrologic Unit Code (HUC) 14. [401 KAR 10:030 and 401 KAR 10:031]
7. Stream realignment greater than 100 feet is not authorized under this General Certification and require and Individual Certification. [Statement A and citations KRS 224.70-110, 401 KAR 10:030, Section 1(3)(b) & Section 1(4)(b); and 401 KAR 10:031, Section 2 & Section 4]

General Certification--Nationwide Permit # 14
Linear Transportation Projects
Page 3

8. Surface water impacts covered under this General Certification and undertaken by those persons defined as an agricultural operation under the Agricultural Water Quality Act must be completed in compliance with the Kentucky Agricultural Water Quality Plan (KAWQP). [Statements A and F and citations KRS 224.71-145(1), 401 KAR 10:030, Section 1(3)(b) & Section 1(4)(b); and 401 KAR 10:031, Section 2 & Section 4]
9. Any crossings must be constructed in a manner that does not impede natural water flow. [Statement A and citations KRS 224.70-110, 401 KAR 10:030, Section 1(3)(b) & Section 1(4)(b); and 401 KAR 10:031, Section 2 & Section 4]
10. The use of creek rock for bank stabilization; grouted rip-rap; unformed, poured grout; unformed, poured concrete; poured asphalt; or asphalt pieces is not authorized under this General Certification and requires an Individual Certification. Poured concrete or grout will be authorized under this General Certification when contained by tightly sealed forms or cells. Equipment shall not discharge waste washwater into surface waters at any time without adequate wastewater treatments. [Statement A and citations 401 KAR 10:030, Section 1(3)(b) & 1(4)(b); and 401 KAR 10:031, Section 2 & Section 4]
11. New stormwater detention/ retention basins constructed in surface waters or modifications to stormwater detention/ retention basins resulting in the reduction in reach or that cause impairment of flow of surface waters are not authorized under this General Certification and require an Individual Certification. [Statement A and citations KRS 224.70-110, 401 KAR 10:030, Section 1(3)(b) & Section 1(4)(b); and 401 KAR 10:031, Section 2 & Section 4]
12. Erosion and sedimentation pollution control plans and Best Management Practices (BMPs) 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. [Statements A and D and citations KRS 224.70-110, 401 KAR 10:030, Section 1(3)(b) & Section 1(4)(b); and 401 KAR 10:031, Section 2 & Section 4]
13. Sediment and erosion control measures, such as check-dams constructed of any material, silt fencing, hay bales, etc., shall not be placed within surface waters, either temporarily or permanently, without prior approval by the Kentucky Division of Water's Water Quality Certification Section. If placement of sediment and erosion control measures in surface waters is unavoidable, design and placement of temporary erosion control measures shall not be conducted in such a manner that may result in instability of streams that are adjacent to, upstream, or downstream of the structures. All sediment and erosion control devices shall be removed and the natural grade restored within the completion timeline of the activities. [Statements A and D and citations KRS 224.70-110, 401 KAR 10:030, Section 1(3)(b) & Section 1(4)(b); and 401 KAR 10:031, Section 2 & Section 4]

General Certification--Nationwide Permit # 14
Linear Transportation Projects
Page 4

14. Measures shall be taken to prevent or control spills of fuels, lubricants, or other toxic materials used in construction from entering surface waters. [Statements A and D and citations. [KRS 224.70-110, 401 KAR 10:030, Section 1(3)(b) & Section 1(4)(b); and 401 KAR 10:031, Section 2 & Section 4]
15. Removal of riparian vegetation shall be limited to that necessary for equipment access. [Statements A and D and citations KRS 224.70-110, 401 KAR 10:030, Section 1(3)(b) & Section 1(4)(b); and 401 KAR 10:031, Section 2 & Section 4]
16. To the maximum extent practicable, all in-stream work under this certification shall be performed under low-flow conditions [Statements A and D and citations KRS 224.70-110, 401 KAR 10:030, Section 1(3)(b) & Section 1(4)(b); and 401 KAR 10:031, Section 2 & Section 4]
17. Heavy equipment (e.g., bulldozers, backhoes, and draglines), if required for this project, should not be used or operated within the stream channel. In those instances in which such in-stream work is unavoidable, then it shall be performed in such a manner and duration as to minimize turbidity and disturbance to substrates and bank or riparian vegetation. [Statements A and D and citations KRS 224.70-110, 401 KAR 10:030, Section 1(3)(b) & Section 1(4)(b); and 401 KAR 10:031, Section 2 & Section 4]
18. Any fill shall be of such composition that it will not adversely affect the biological, chemical, or physical properties of the receiving waters and/or cause violations of water quality standards. If rip-rap is utilized, it should be of such weight and size that bank stress or slump conditions will not be created because of its placement. [Statements A and D and citations KRS 224.70-110, 401 KAR 10:030, Section 1(3)(b) & Section 1(4)(b); and 401 KAR 10:031, Section 2 & Section 4]
19. If domestic water supply intakes are located downstream that may be affected by increased turbidity and suspended solids, the permittee shall notify the operator when such work will be done prior to construction. [Statement E and citations KRS 224.70-110, 401 KAR 10:030, Section 1(3)(b) & Section 1(4)(b); and 401 KAR 10:031, Section 2 & Section 4]
20. Should evidence of stream pollution or jurisdictional wetland impairment and/or violations of water quality standards occur as a result of this activity (either from a spill or other forms of water pollution), the Kentucky Division of Water shall be notified immediately by calling (800) 928-2380. [Statement A and D and citations KRS 224.70-110, 401 KAR 10:030, Section 1(3)(b) & Section 1(4)(b); and 401 KAR 10:031, Section 2 & Section 4]
21. The Kentucky Division of Water requires submission of a formal application for any federal applicant that is not required to submit a Preconstruction Notification that would typically be required of any non-federal applicant. [Statements A and D and citations KRS 224.70-110, 401 KAR 10:030, Section 1(3)(b) & Section 1(4)(b); and 401 KAR 10:031, Section 2 & Section 4]

General Certification--Nationwide Permit # 14
Linear Transportation Projects
Page 5

22. The Kentucky Division of Water may require submission of a formal application for an Individual Certification for any project that has been determined to likely have a significant adverse effect upon water quality or degrade surface waters so that existing uses of the water body or downstream waters are precluded. [Statement A and citations KRS 224.70-110, 401 KAR 10:030, Section 1(3)(b) & Section 1(4)(b); and 401 KAR 10:031, Section 2 & Section 4]
23. If the final issued General Permit for Nationwide Permit 14 Linear Transportation Projects changes significantly, the Division of Water may opt to deny certification for this permit. [Statements A and D and citations KRS 224.70-110, 401 KAR 10:030, Section 1(3)(b) & Section 1(4)(b); and 401 KAR 10:031, Section 2 & Section 4]

Statements of Necessity:

- A. This condition is necessary to protect waters categorized under the anti-degradation policy to protect the designated and existing uses and to maintain the associated water quality criteria necessary to protect these water resources.
- B. This condition is necessary to protect existing uses and the level of water quality necessary to protect those existing uses shall be assured in impaired water.
- C. This condition is necessary for long-term protection of compensatory mitigation sites.
- D. This condition is necessary to provide for the prevention, abatement, and control of all water pollution and to conserve water resources for legitimate uses, safeguard from pollution the uncontaminated waters, prevent the creation of any new pollution, and abate any existing pollution.
- E. This condition is necessary to protect domestic water supply use.
- F. This condition is necessary to evaluate, develop, and improve best-management practices in conservation plans, compliance plans, and forest stewardship management plans; establish statewide and regional agriculture water quality plans; and otherwise promote soil and water conservation activities that protect surface waters from the adverse impacts of agriculture operations within the Commonwealth.

Violation of Kentucky state water quality standards may result in civil penalties and remediation actions.

For assistance contact the Kentucky Division of Water, Water Quality Certification Section by email (401WQC@ky.gov) or by phone (502)-564-3410.



2021 Nationwide Permit Summary

**US Army Corps
of Engineers**
Louisville District ®

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

No. 14. Linear Transportation Projects

(NWP Final Rule, 86 FR 73522)

Activities required for crossings of waters of the United States associated with the construction, expansion, modification, or improvement of linear transportation projects (e.g., roads, highways, railways, trails, driveways, airport runways, and taxiways) in waters of the United States. For linear transportation projects in non-tidal waters, the discharge of dredged or fill material cannot cause the loss of greater than 1/2-acre of waters of the United States. For linear transportation projects in tidal waters, the discharge of dredged or fill material cannot cause the loss of greater than 1/3-acre of waters of the United States. Any stream channel modification, including bank stabilization, is limited to the minimum necessary to construct or protect the linear transportation project; such modifications must be in the immediate vicinity of the project.

This NWP also authorizes temporary structures, fills, and work, including the use of temporary mats, necessary to construct the linear transportation project. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges 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. 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.

This NWP cannot be used to authorize

non-linear features commonly associated with transportation projects, such as vehicle maintenance or storage buildings, parking lots, train stations, or aircraft hangars.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if: (1) The loss of waters of the United States exceeds 1/10 acre; or (2) there is a discharge of dredged or fill material in a special aquatic site, including wetlands. (See general condition 32.) (Authorities: Sections 10 and 404).

Note 1: For linear transportation projects crossing a single waterbody more than one time at separate and distant locations, or multiple waterbodies at separate and distant locations, each crossing is considered a single and complete project for purposes of NWP authorization. Linear transportation projects must comply with 33 CFR 330.6(d).

Note 2: Some discharges of dredged or fill material for the construction of farm roads or forest roads, or temporary roads for moving mining equipment, may qualify for an exemption under Section 404(f) of the Clean Water Act (see 33 CFR 323.4).

Note 3: For NWP 14 activities that require pre-construction notification, the PCN must include 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 that require Department of the Army authorization but do not require pre-construction notification (see paragraph (b)(4) of general condition 32). The district engineer will evaluate the PCN in accordance with Section D, "District Engineer's Decision." The

district engineer may require mitigation to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see general condition 23).

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 NWP 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 NWP, 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 NWP, 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 coarse 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)).

2021 KENTUCKY REGIONAL GENERAL CONDITIONS

These regional conditions are in addition to, but do not supersede, the requirements in the Federal Register (See volume 86, date January 13, 2021, pp 2867-2874 for the text of Section C, General Conditions).

Notifications for all Nationwide Permits (NWP) shall be in accordance with General Condition No. 32.

1. For activities that would result in a loss of Outstanding State or National Resource Waters (OSNRWs), Exceptional Waters (EWs), Coldwater Aquatic Habitat Waters (CAHs) and waters with Designated Critical Habitat (DCH) under the Endangered Species Act for the NWPs listed below, a Pre-Construction Notification (PCN) will be required to the Corps. The Corps will coordinate with the appropriate resource agencies (see attached list) on these NWPs for impacts to these waters.

NWP 3 (Maintenance)

NWP 4 (Fish and Wildlife Harvesting, Enhancement, and Attraction Devices and Activities)

NWP 5 (Scientific Measurement Devices)

NWP 6 (Survey Activities)

NWP 12 (Oil or Natural Gas Pipeline Activities)

NWP 13 (Bank Stabilization)

NWP 14 (Linear Transportation Projects)

NWP 15 (U.S. Coast Guard Approved Bridges)

NWP 16 (Return Water from Upland Contained Disposal Areas)

NWP 17 (Hydropower Projects)

NWP 18 (Minor Discharges)

NWP 19 (Minor Dredging)

NWP 20 (Response Operations for Oil or Hazardous Substances)

NWP 22 (Removal of Vessels)

NWP 23 (Approved Categorical Exclusions)

NWP 25 (Structural Discharges)

NWP 30 (Moist Soil Management for Wildlife)

NWP 32 (Completed Enforcement Actions)

NWP 33 (Temporary Construction, Access, and Dewatering)

NWP 36 (Boat Ramps)

NWP 41 (Reshaping Existing Drainage Ditches)

NWP 51 (Land-Based Renewable Energy Generation Facilities)

NWP 57 (Electric Utility Line and Telecommunications Activities)

NWP 58 (Utility Line Activities for Water and Other Substances)

2. In addition to the notification and agency coordination requirements in the NWPs, for impacts greater than 0.25 acres in all “waters of the U.S.” for the NWPs listed below, a PCN will be required to the Corps. The Corps will coordinate with the appropriate resource agencies (see attached list) on these NWPs:

NWP 3 (Maintenance)
NWP 14 (Linear Transportation Projects)

3. Nationwide Permit No. 14 – Linear Transportation Projects.

- (a) New road alignments or realignments are limited to a permanent loss of 500 linear feet of intermittent or perennial stream length or the stream bed acreages listed in the table below at each crossing. Road crossings with permanent losses greater than 500 linear feet of intermittent or perennial stream or the stream bed acreages listed in the table below associated with new alignments or realignments will be evaluated as an individual permit (i.e., a Letter of Permission or Standard Permit).

Table of Acreages at Varying Stream Widths for 500 Linear Feet of Impact	
Stream Width (Feet)	Acres of Stream at Varying Widths for 500 Linear Feet of Stream
1	0.011
2	0.023
3	0.034
4	0.046
5	0.057
6	0.069
7	0.080
8	0.092
9	0.103
10	0.115

- (b) In addition to the notification requirements contained in NWP 14, the permittee must submit a PCN to the district engineer prior to commencing the activity for the permanent loss of greater than 300 linear feet of stream bed or the stream bed acreages listed in the table below. (See General Condition 32 and the definition of "loss of waters of the United States" in the Nationwide Permits for further information.)

Table of Acreages at Varying Stream Widths for 300 Linear Feet of Impact	
Stream Width (Feet)	Acres of Stream at Varying Widths for 300 Linear Feet of Stream
1	0.007
2	0.014
3	0.021
4	0.028
5	0.034
6	0.041
7	0.048
8	0.055
9	0.062
10	0.069

4. Notification in accordance with General Condition 32 is required to the Corps for all activities located in the following Section 10 waterways, to include the portion of their tributaries below the Ordinary High Water Mark or navigation pool, or otherwise subject to inundation, by the Section 10 waterway:
 - Mississippi River
 - Ohio River
 - Licking River
 - Kentucky River
 - Salt River
 - Green River
 - Cumberland River
 - Tennessee River
 - Big Sandy River (from mouth to Louisa, KY)
5. All applications and requests should be submitted electronically. To submit applications or other requests electronically, all documents should be saved as a PDF document, and then submitted as an attachment in an email to the following email address:

CELRL.Door.To.The.Corps@usace.army.mil

Your email should include the following:

- a) Subject Line with the name of the applicant, type of request, and location (County and State). Example: RE: Doe, John, DA Permit Application, Jefferson County, KY
- b) Brief description of the request and contact information (phone number, mailing address, and email address) for the applicant and/or their agent.

c) Project Location: Address and Latitude/Longitude in decimal degrees (e.g. 42.927883, -88.362576).

All forms that require signature must be digitally signed or signed manually, scanned and then sent electronically.

Electronic documents must have sufficient resolution to show project details. In order to have the highest quality documents, the original digital documents should be converted to PDF rather than providing scanned copies of original documents.

The electronic application and attached documents must not exceed 10 megabytes (10MB).

6. For all activities, the applicant shall review the U.S. Fish and Wildlife Service's IPaC website: <http://ecos.fws.gov/ipac> to determine if the activity might affect threatened and/or endangered species or designated critical habitat. If federally-listed species or designated critical habitat are identified, a PCN in accordance with General Condition 18 and 32 would be triggered and the official species list generated from the IPaC website must be submitted with the PCN.

Further information:

Outstanding State or National Resource Water (OSNRWs), Exceptional Waters (EWs), and Coldwater Aquatic Habitat Waters (CAHs) are waters designated by the Commonwealth of Kentucky, Natural Resources and Environmental Protection Cabinet. The list can be found at the following link: <http://eppcapp.ky.gov/spwaters/>

Designated Critical Habitat (DCH) under the Endangered Species Act is determined within the Commonwealth of Kentucky by the U.S. Fish and Wildlife Service. The current list of Kentucky's Threatened, Endangered, and Federal Candidate Species can be found at the following link: <http://www.fws.gov/frankfort/EndangeredSpecies.html>

Information on Pre-Construction Notification (PCN) can be found at NWP General Condition No. 32 in the Federal Register (See volume 86, date January 13, 2021, pp 2867-2874 for the text of Section C, General Conditions).

COORDINATING RESOURCE AGENCIES

Chief, Wetlands Regulatory Section
U.S. Environmental Protection Agency
Region IV
Atlanta Federal Center
61 Forsyth Street, SW
Atlanta, Georgia 30303

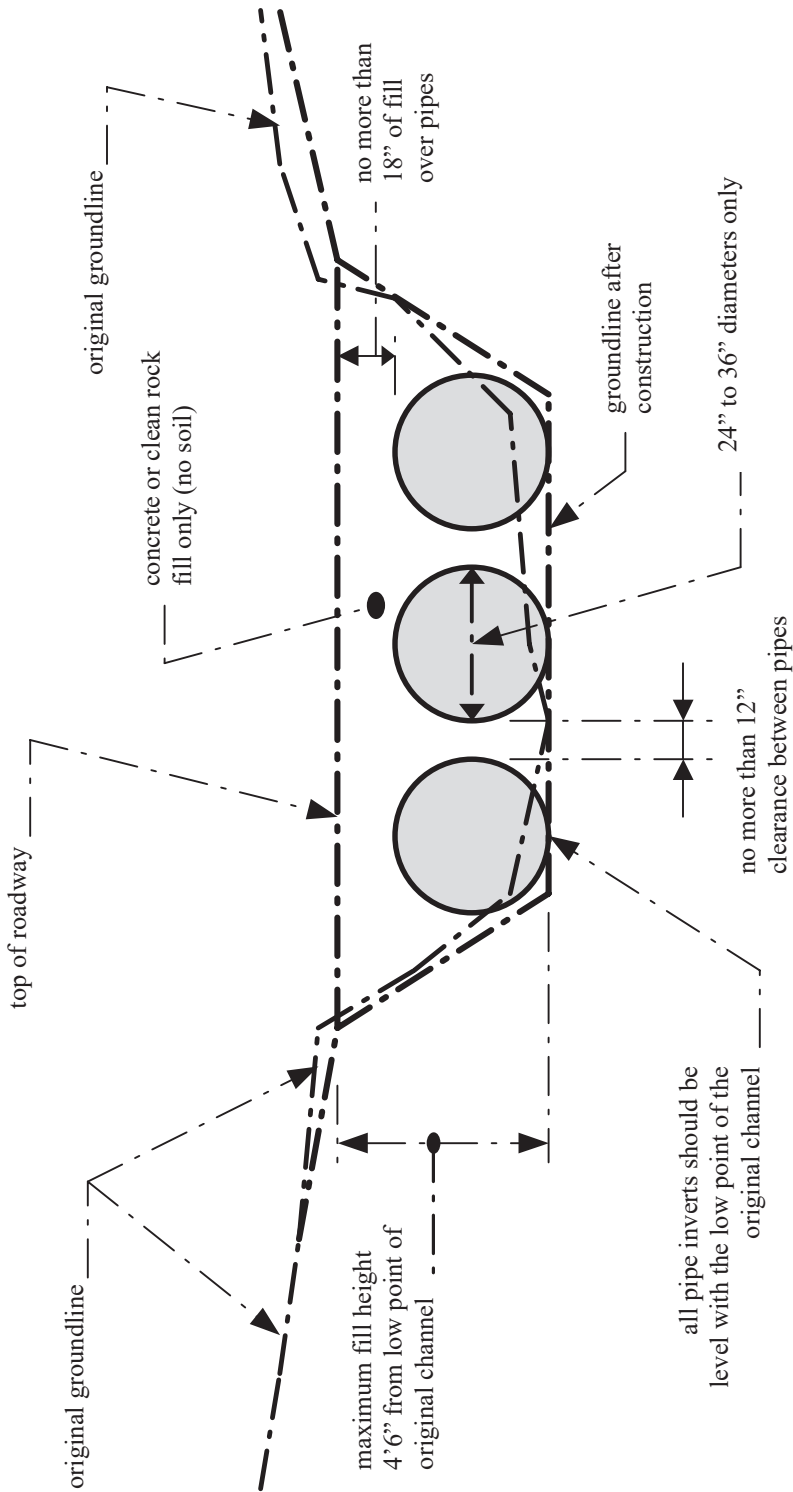
Supervisor
U.S. Fish & Wildlife Service
JC Watts Federal Building, Room 265
330 West Broadway
Frankfort, Kentucky 40601

Supervisor
401 Water Quality Certification
Kentucky Division of Water
300 Sower Boulevard, 3rd Floor
Frankfort, KY 40601

Commissioner
Department of Fish and Wildlife Resources
#1 Sportsman's Lane
Frankfort, KY 40601

Executive Director and State Historic Preservation Officer
Kentucky Heritage Council
410 High Street
Frankfort, KY 40601

ATTACHMENT 1



NOTES:

1. This is a conceptual drawing. The number and size of pipes and other details will vary depending on specific site conditions.
2. The pipes and backfill must be contained within the stream channel as shown above. During the construction of the approaches and access roadway across the floodplain, unstable and unconsolidated materials unsuitable for roadways may be excavated and replaced with riprap, crushed stone, or other stable road construction materials. This may only be done, however, with the following provisions: (1) the disposal of excess, unconsolidated materials thus excavated must be outside of the floodplain and (2) the finished surface of the completed road may be no more than three inches (3") above the pre-construction surface of the floodplain at any point beyond the top of banks.

LOW-WATER CROSSING

STANDARD DRAWING
Not to Scale

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



Kentucky Transportation Cabinet

Highway District 7

And

_____ (2), Construction

Kentucky Pollutant Discharge Elimination System

Permit KYR10

Best Management Practices (BMP) plan

Groundwater protection plan

For Highway Construction Activities

For

REHAB/WIDENING OF KY-4 (NEW CIRCLE ROAD)

FROM LEESTOWN ROAD TO GEORGETOWN

ROAD

Project: PCN ## - #####

KyTC BMP Plan for Project PCN ## -

Project information

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

1. Owner – Kentucky Transportation Cabinet, District 7
2. Resident Engineer: (2)
3. Contractor name: (2)
Address: (2)

Phone number: (2)
Contact: (2)
Contractors agent responsible for compliance with the KPDES permit requirements (3):
4. Project Control Number (2)
5. Route (Address): West New Circle Road, Lexington, KY 40510
6. Latitude/Longitude (project mid-point): 38/04/15, 84/31/52
7. County (project mid-point): FAYETTE
8. Project start date (date work will begin): (2)
9. Projected completion date: (2)

KyTC BMP Plan for Project PCN ## -

A. Site description:

1. Nature of Construction Activity (from letting project description): REHAB AND WIDENING OF NEW CIRCLE ROAD FROM LEESTOWN ROAD TO GEORGETOWN ROAD
2. Order of major soil disturbing activities (2) and (3)
3. Projected volume of material to be moved: 110,402 CY
4. Estimate of total project area (acres): 68
5. Estimate of area to be disturbed (acres): 59
6. Post construction runoff coefficient will be included in the project drainage folder. Persons needing information pertaining to the runoff coefficient will contact the resident engineer to request this information.
7. Data describing existing soil condition (2)
8. Data describing existing discharge water quality (if any) (2)
9. Receiving water name: Town Branch
10. TMDLs and Pollutants of Concern in Receiving Waters: (1DEA)
11. Site map – Project layout sheet plus the erosion control sheets in the project plans that depict Disturbed Drainage Areas (DDAs) and related information. These sheets depict the existing project conditions with areas delineated by DDA (drainage area bounded by watershed breaks and right of way limits), the storm water discharge locations (either as a point discharge or as overland flow) and the areas that drain to each discharge point. These plans define the limits of areas to be disturbed and the location of control measures. Controls will be either site specific as designated by the designer or will be annotated by the contractor and resident engineer before disturbance commences. The project layout sheet shows the surface waters and wetlands.
12. Potential sources of pollutants:

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

KyTC BMP Plan for Project PCN ## -

and operating construction equipment, concrete washout water, sanitary wastes and trash/debris. (3)

B. Sediment and Erosion Control Measures:

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

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

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

KyTC BMP Plan for Project PCN ## -

inspected periodically (once per month) to determine if there is a need to employ BMPs to keep pollutants from entering storm water.

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

KyTC BMP Plan for Project PCN ## -

control erosion, i.e. Erosion Control Blanket or Permanent Seeding and Protection on moderate grades.

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

C. Other Control Measures

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

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

3. Hazardous Waste

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

4. Spill Prevention

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

- **Good Housekeeping:**

KyTC BMP Plan for Project PCN ## -

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

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

➤ **Hazardous Products:**

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

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

The following product-specific practices will be followed onsite:

➤ **Petroleum Products:**

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

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

KyTC BMP Plan for Project PCN ## -

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

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

➤ **Fertilizers:**

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

➤ **Paints:**

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

➤ **Concrete Truck Washout:**

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

➤ **Spill Control Practices**

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

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

KyTC BMP Plan for Project PCN ## -

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

D. Other State and Local Plans

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

E. Maintenance

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

F. Inspections

KyTC BMP Plan for Project PCN ## -

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

- All erosion prevention and sediment control measures will be inspected at least once each week and following any rain of one-half inch or more.
- Inspections will be conducted by individuals that have received KyTC Grade Level II training or other qualification as prescribed by the cabinet that includes instruction concerning sediment and erosion control.
- Inspection reports will be written, signed, dated, and kept on file.
- Areas at final grade will be seeded and mulched within 14 days.
- Areas that are not at final grade where construction has ceased for a period of 21 days or longer and soil stock piles shall receive temporary mulch no later than 14 days from the last construction activity in that area.
- All measures will be maintained in good working order; if a repair is necessary, it will be initiated within 24 hours of being reported.
- Built-up sediment will be removed from behind the silt fence before it has reached halfway up the height of the fence.
- Silt fences will be inspected for bypassing, overtopping, undercutting, depth of sediment, tears, and to ensure attachment to secure posts.
- Sediment basins will be inspected for depth of sediment, and built-up sediment will be removed when it reaches 70 percent of the design capacity and at the end of the job.
- Diversion dikes and berms will be inspected and any breaches promptly repaired. Areas that are eroding or scouring will be repaired and re-seeded / mulched as needed.
- Temporary and permanent seeding and mulching will be inspected for bare spots, washouts, and healthy growth. Bare or eroded areas will be repaired as needed.
- All material storage and equipment servicing areas that involve the management of bulk liquids, fuels, and bulk solids will be inspected weekly for conditions that represent a release or possible release of pollutants to the environment.

G. Non – Storm Water discharges

It is expected that non-storm water discharges may occur from the site during the construction period. Examples of non-storm water discharges include:

- Water from water line flushings.

KyTC BMP Plan for Project PCN ## -

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

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

H. Groundwater Protection Plan (3)

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

- Contractors statement: (3)

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

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

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

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

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

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

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

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

KyTC BMP Plan for Project PCN ## -

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

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

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

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

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

Contractor and Resident Engineer Plan certification

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

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

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

Resident Engineer and Contractor Certification:

(2) Resident Engineer signature

Signed _____ title _____, _____
Typed or printed name² signature

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

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

Sub-Contractor Certification

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

Subcontractor

Name:
Address:
Address:

Phone:

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

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

Signed _____ title _____, _____
Typed or printed name¹ signature

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

EXHIBIT #11

7-0113.02
KY 4 / US 421
Grade, Drain, and Surfacing
Fayette County

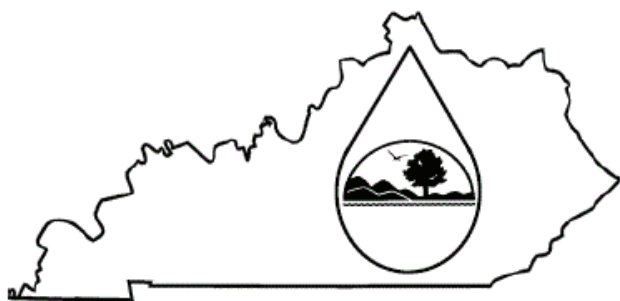
KPDES NOI for Stormwater Discharges Associated with Construction
Activity Under the KPDES General Permit

Transaction ID:

503c80be-3168-4494-9aea-6c9820cbf399

Submittal ID:

379617



KENTUCKY POLLUTION DISCHARGE

ELIMINATION SYSTEM (KPDES)

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

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

[Click here to obtain information and a copy of the KPDES General Permit.](#)

(<http://dep.ky.gov/formslibrary/Documents/KYR10PermitPage.pdf>)

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

Reason for Submittal:(*)		Agency Interest ID:		Permit Number:(✓)	
Application for New Permit C <input type="button" value="v"/>		<input type="text" value="Agency Interest ID"/>		<input type="text" value="KPDES Permit Number"/>	
If change to existing permit coverage is requested, describe the changes for which modification of coverage is being sought:(✓)					
<input type="text"/>					
ELIGIBILITY: Stormwater discharges associated with construction activities disturbing individually one (1) acre or more, including, in the case of a common plan of development, contiguous construction activities that cumulatively equal one (1) acre or more of disturbance.					
EXCLUSIONS: The following are excluded from coverage under this general permit: 1) Are conducted at or on properties that have obtained an individual KPDES permit for the discharge of other wastewaters which requires the development and implementation of a Best Management Practices (BMP) plan; 2) Any operation that the DOW determines an individual permit would better address the discharges from that operation; 3) Any project that discharges to an Impaired Water listed in the most recent Integrated Report, §305(b) as impaired for sediment and for which an approved TMDL has been developed.					
SECTION I -- FACILITY OPERATOR INFORMATION (PERMITTEE)					
Company Name:(✓)		First Name:(✓)		M.I.:	Last Name:(✓)
<input type="text" value="KY Transportation Cabinet - District 7"/>		<input type="text" value="Kelly"/>		<input type="text" value="A"/>	<input type="text" value="Baker"/>
Mailing Address:(*)		City:(*)		State:(*)	
<input type="text" value="800 Newtown Court"/>		<input type="text" value="Lexington"/>		<input type="text" value="Kentucky"/> <input type="button" value="v"/>	
				Zip:(*)	
				<input type="text" value="40511"/>	
eMail Address:(*)			Business Phone:(*)		Alternate Phone:

kellya.baker@ky.gov		859-246-2355		Phone	
SECTION II -- GENERAL SITE LOCATION INFORMATION					
Project Name:(*) New Circle Road Widening at Leestown Road		Status of Owner/Operator(*) State Government		SIC Code(*) 1611 Highway and	
Company Name:(✓) KY Transportation Cabinet - District 7		First Name:(✓) Kelly		M.I.: A	Last Name:(✓) Baker
Site Physical Address:(*) New Circle Road MP 7.26 to MP 8.26					
City:(*) Lexington		State:(*) Kentucky		Zip:(*) 40511	
County:(*) Fayette		Latitude(decimal degrees)(*)DMS to DD Converter (https://www.fcc.gov/media/radio/dms-decimal) 38.070833		Longitude(decimal degrees)(*) -84.531111	
SECTION III -- SPECIFIC SITE ACTIVITY INFORMATION					
Section III requires part A or part B to be completed.					
Project Description:(*) Grade, Drain, and Surfacing					
a. For single projects provide the following information					
Total Number of Acres in Project:(✓) 66		Total Number of Acres Disturbed:(✓) 66			
Anticipated Start Date:(✓) 11/1/2023		Anticipated Completion Date:(✓) 6/1/2026			
b. For common plans of development provide the following information					
Total Number of Acres in Project:(✓) # Acre(s)		Total Number of Acres Disturbed:(✓) # Acre(s)			
Number of individual lots in development, if applicable: (✓) # lot(s)		Number of lots in development:(✓) # lot(s)			
Total acreage of lots intended to be developed:(✓)		Number of acres intended to be disturbed at any one time:(✓)			

<div>Project Acres</div>	<div>Disturbed Acres</div>
<div>Anticipated Start Date:(✓)</div> <div></div>	<div>Anticipated Completion Date:(✓)</div> <div></div>
<div>List Building Contractor(s) at the time of Application:(*)</div> <div><div>Company Name</div></div>	

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

Complete the following table if the permitted site discharges to a water body. Please note that if you enter a row in the below table, all columns are required to be filled out.

Unnamed Tributary?: Does discharge enter an unnamed tributary prior to entering a named receiving water?

Latitude in decimal degrees: Format must be between 36.490000 and 39.150000, with a minimum of 5 decimal points of accuracy.

Longitude in decimal degrees: Format must be between -89.580000 and -81.960000, with a minimum of 5 decimal points of accuracy.

Receiving Water Name: Receiving water name must be from the following list of possible receiving waters.(click here for a list (Controls/ReceivingStream.htm)). If the discharge flows into an unnamed tributary, please enter the first “named” receiving water for which the unnamed tributary(ies) eventually flows into.

Discharge Point(s):			
Unnamed Tributary?	Latitude	Longitude	Receiving Water Name
Yes	38.074542	-84.516692	Town Branch
Yes	38.075210	-84.518331	Town Branch
Yes	38.074614	-84.518452	Town Branch
Yes	38.075330	-84.520360	Town Branch
Yes	38.074807	-84.520665	Town Branch
Yes	38.075270	-84.522884	Town Branch
Yes	38.065854	-84.523527	Town Branch
Yes	38.075234	-84.523757	Town Branch
Yes	38.065678	-84.523763	Town Branch
Yes	38.066115	-84.524450	Town Branch
Yes	38.075107	-84.524617	Town Branch
Yes	38.066546	-84.525120	Town Branch
Yes	38.074896	-84.525434	Town Branch
Yes	38.066968	-84.525547	Town Branch
Yes	38.074526	-84.526379	Town Branch
Yes	38.067594	-84.526983	Town Branch
Yes	38.067663	-84.527081	Town Branch
Yes	38.074054	-84.527227	Town Branch

Yes	38.068393	-84.527882	Town Branch
Yes	38.068349	-84.527929	Town Branch
Yes	38.073379	-84.528097	Town Branch
Yes	38.069278	-84.528252	Town Branch
Yes	38.069312	-84.528333	Town Branch
Yes	38.068988	-84.528334	Town Branch
Yes	38.069255	-84.528660	Town Branch
Yes	38.068721	-84.528769	Town Branch
Yes	38.069029	-84.528881	Town Branch
Yes	38.068817	-84.528920	Town Branch
Yes	38.068991	-84.528920	Town Branch
Yes	38.069528	-84.529113	Town Branch
Yes	38.069216	-84.529172	Town Branch
Yes	38.069440	-84.529519	Town Branch
Yes	38.072484	-84.529774	Town Branch
Yes	38.069679	-84.530001	Town Branch
Yes	38.070244	-84.530084	Town Branch
Yes	38.070068	-84.530462	Town Branch
Yes	38.071412	-84.531835	Town Branch
Yes	38.071188	-84.532045	Town Branch
Yes	38.071819	-84.532386	Town Branch
Yes	38.071904	-84.532590	Town Branch
Yes	38.072297	-84.532993	Town Branch
Yes	38.072416	-84.533375	Town Branch
Yes	38.072718	-84.533769	Town Branch
Yes	38.072941	-84.533784	Town Branch
Yes	38.072690	-84.533796	Town Branch
Yes	38.068008	-84.533844	Town Branch
Yes	38.073014	-84.533928	Town Branch
Yes	38.072604	-84.534153	Town Branch
Yes	38.072983	-84.534214	Town Branch
Yes	38.072767	-84.534417	Town Branch
Yes	38.067461	-84.535227	Town Branch
Yes	38.074023	-84.536392	Town Branch
Yes	38.074341	-84.536855	Town Branch

Yes	38.075525	-84.537983	Town Branch
Yes	38.075132	-84.538183	Town Branch

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



List all MS4 Discharge Points

Latitude in decimal degrees. Format must be between 36.490000 and 39.150000, with a minimum of 5 decimal points of accuracy.

Longitude in decimal degrees. Format must be between -89.580000 and -81.960000, with a minimum of 5 decimal points of accuracy.

Name of MS4: <div></div>	
Date of application/notification to the MS4 for construction site permit coverage: <div>Date</div>	Discharge Point(s):(*) <div><div>Latitude</div><div>Longitude</div></div>

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

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

SECTION VII -- NOI PREPARER INFORMATION

First Name:(*) <div>Nicholas</div>	M.I.: <div>N</div>	Last Name:(*) <div>Beasmore</div>	Company Name:(*) <div>KY Transportation Cabinet - District 7</div>	
Mailing Address:(*) <div>800 Newtown Court</div>		City:(*) <div>Lexington</div>	State:(*) <div>Kentucky</div>	Zip:(*) <div>40511</div>
eMail Address:(*) <div>nick.beasmore@ky.gov</div>		Business Phone:(*) <div>502-564-2274</div>	Alternate Phone: <div>Phone</div>	

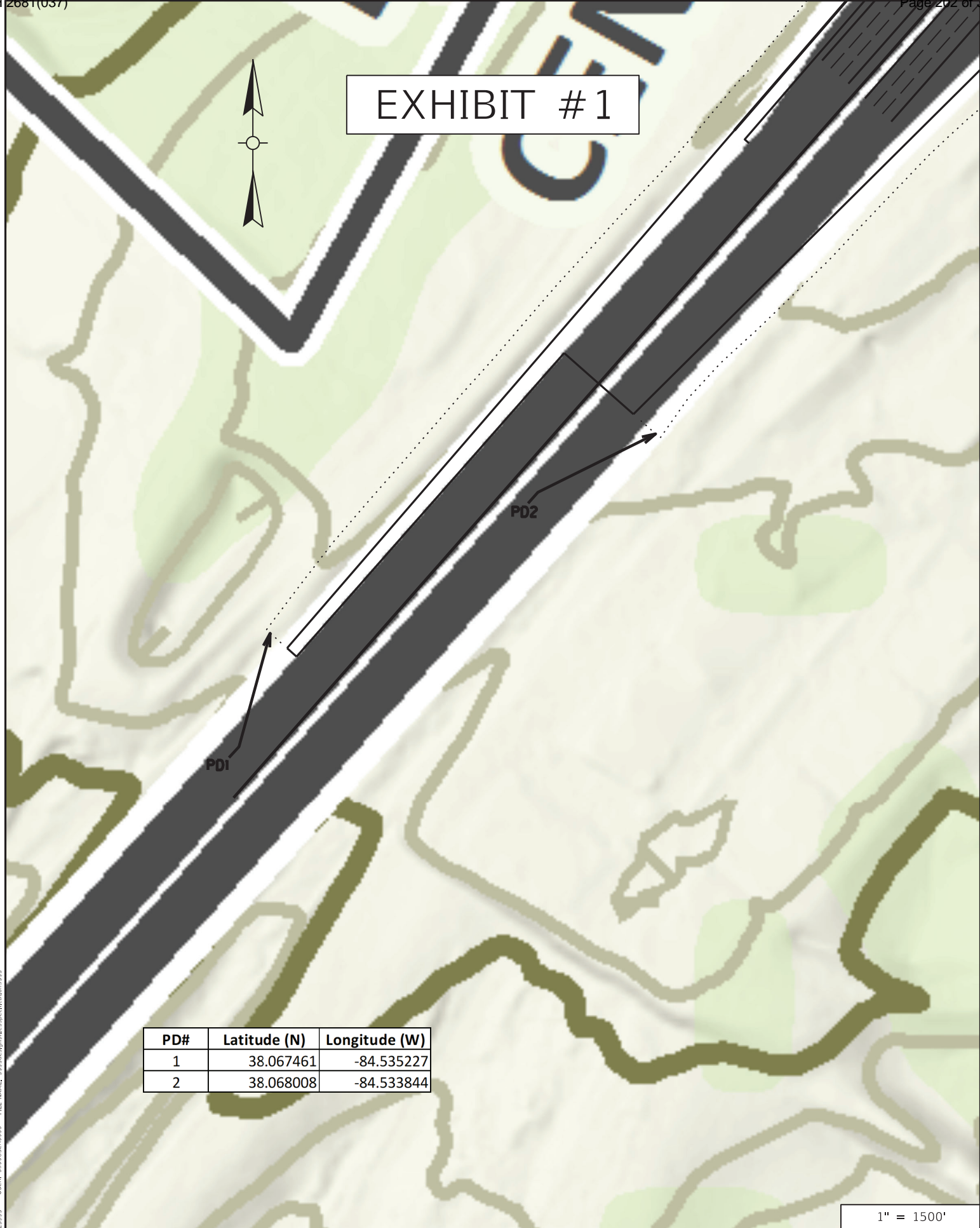
SECTION VIII -- ATTACHMENTS			
Facility Location Map:(*)		<div>Upload file</div>	
Supplemental Information:		<div>Upload file</div>	
SECTION IX -- CERTIFICATION			
I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.			
Signature:(*) <div>Kelly Baker</div>		Title:(*) <div>Chief District Engineer</div>	
First Name:(*) <div>Kelly</div>	M.I.: <div>A</div>	Last Name:(*) <div>Baker</div>	
eMail Address:(*) <div>kellya.baker@ky.gov</div>	Business Phone:(*) <div>859-246-2355</div>	Alternate Phone: <div>Phone</div>	Signature Date: (*) <div>9/12/2023</div>
<div><div>Click to Save Values for Future Retrieval</div><div>Click to Submit to EEC</div></div>			

FACILITY LOCATION MAP



USER: sss01user5555 FILE NAME: sss01design\ss01spec\plan05555 DATE: sss01date5555

Kentucky Transportation	SITE: KY 4 / US 421			STREAM: TOWN BRANCH		
	COUNTY: FAYETTE	STATE: KY	NEAR:	ITEM: 7-113.02	SHEET: 1	



PD#	Latitude (N)	Longitude (W)
1	38.067461	-84.535227
2	38.068008	-84.533844

1" = 1500'

DATE: sssDATEssss USER: sssUSERssss FILE NAME: sssFILENAMEssss SPECIFICATION: sssSPECIFICATIONssss

Kentucky
Transportation

SITE: KY 4 / US 421			STREAM: TOWN BRANCH		
COUNTY: FAYETTE	STATE: KY	NEAR:	ITEM: 7-113.02	SHEET: 1	

EXHIBIT #2

984



PD6

PD5

PD4

PD3

PD#	Latitude (N)	Longitude (W)
3	38.072484	-84.529774
4	38.073379	-84.528097
5	38.074054	-84.527227
6	38.074526	-84.526379

1" = 1500'

Kentucky
Transportation

SITE: KY 4 / US 421

STREAM: TOWN BRANCH

COUNTY: FAYETTE

STATE: KY

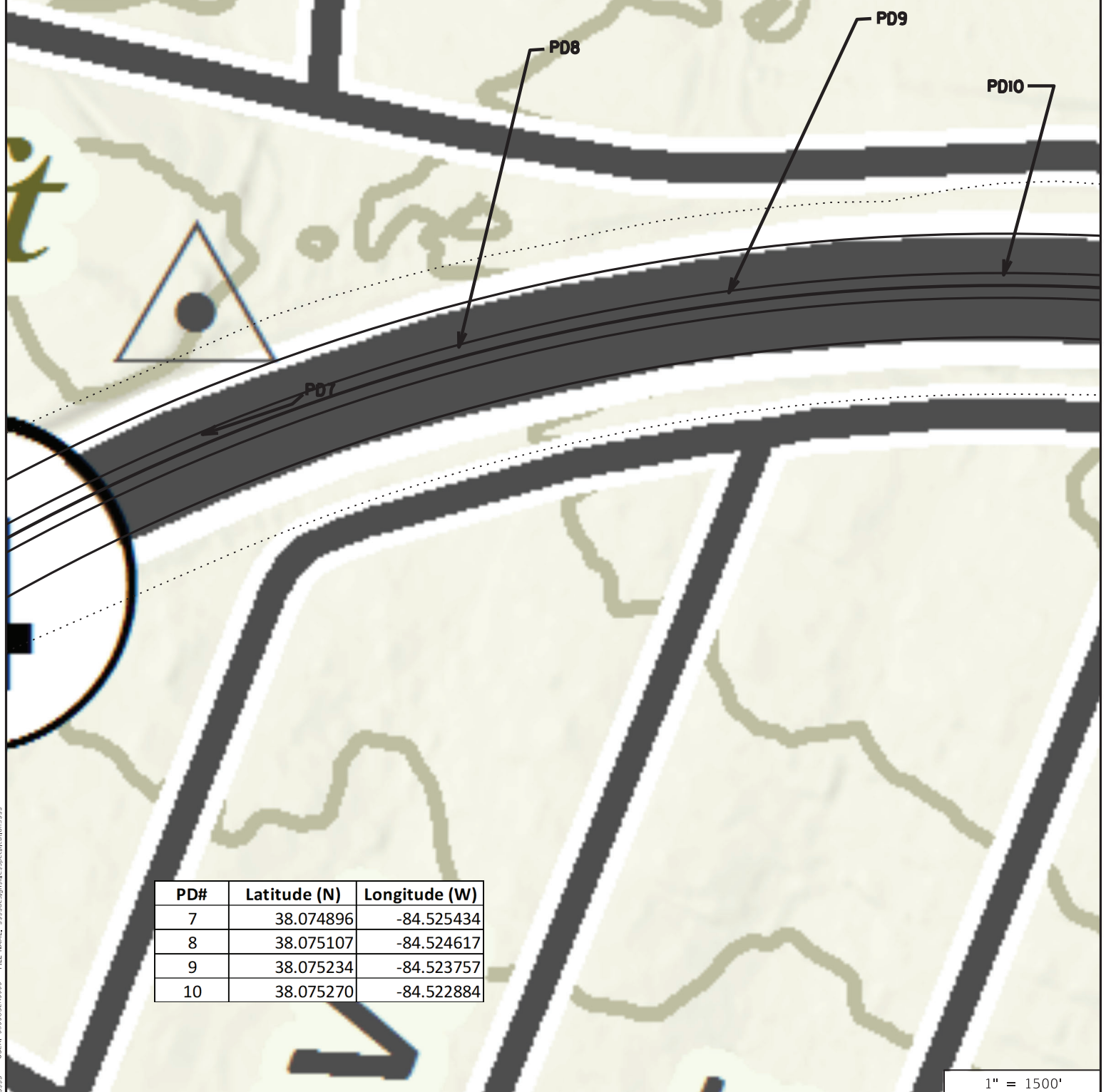
NEAR:

ITEM: 7-113.02

SHEET: 2

DATE: ssssdattsssss USER: ssssdusersssss FILE NAME: ssssdsssdgn@sssspecificationsssss

EXHIBIT #3



PD#	Latitude (N)	Longitude (W)
7	38.074896	-84.525434
8	38.075107	-84.524617
9	38.075234	-84.523757
10	38.075270	-84.522884

1" = 1500'

EXHIBIT #4



PD11

PD12

PD#	Latitude (N)	Longitude (W)
11	38.075330	-84.520360
12	38.074807	-84.520665

1" = 1500'

EXHIBIT #5



PD14



PD13



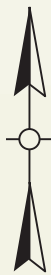
PD15



PD#	Latitude (N)	Longitude (W)
13	38.074614	-84.518452
14	38.075210	-84.518331
15	38.074542	-84.516692

1" = 1500'

EXHIBIT #6



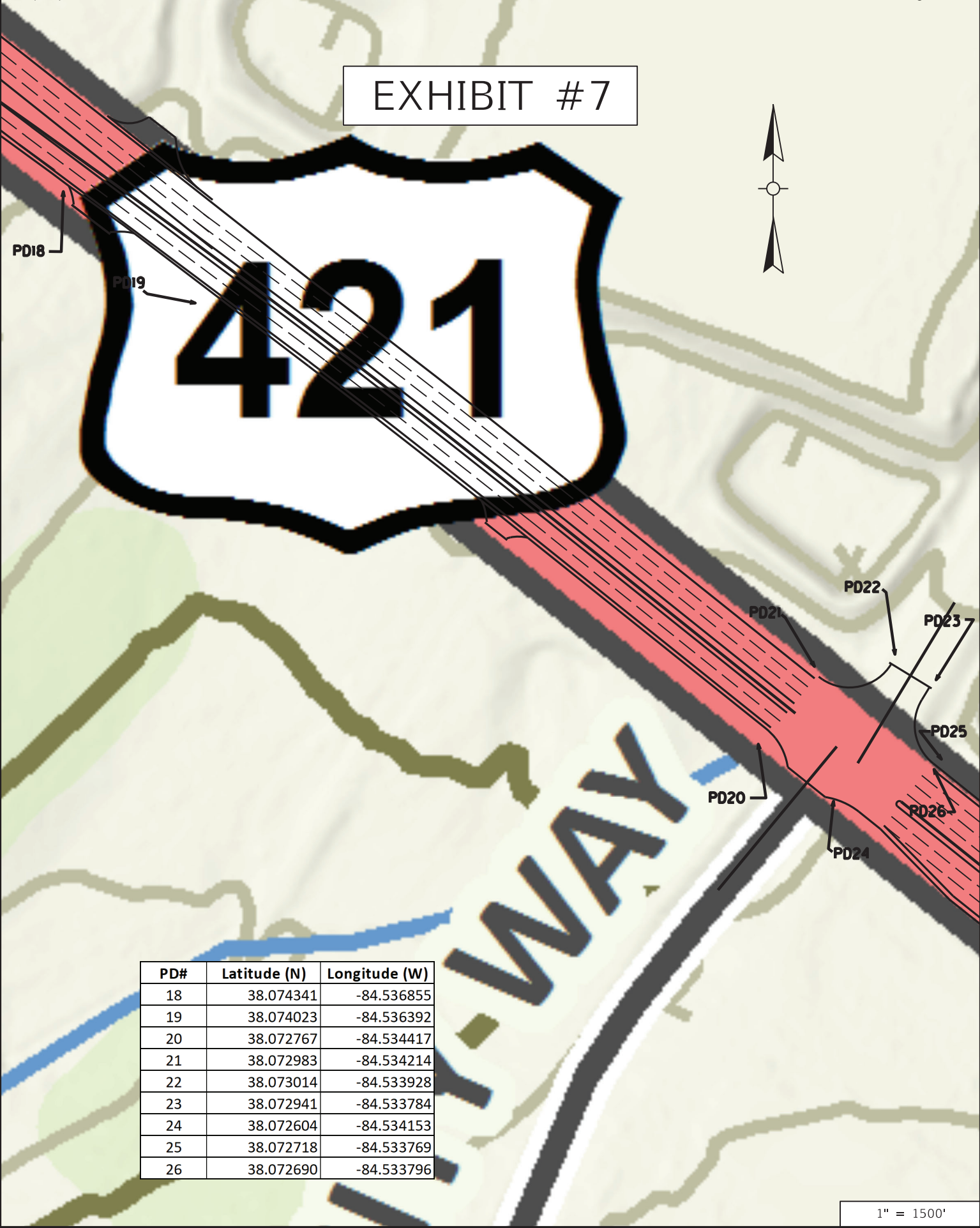
PD#	Latitude (N)	Longitude (W)
16	38.075525	-84.537983
17	38.075132	-84.538183

PD16

PD17

1" = 1500'

EXHIBIT #7



PD#	Latitude (N)	Longitude (W)
18	38.074341	-84.536855
19	38.074023	-84.536392
20	38.072767	-84.534417
21	38.072983	-84.534214
22	38.073014	-84.533928
23	38.072941	-84.533784
24	38.072604	-84.534153
25	38.072718	-84.533769
26	38.072690	-84.533796

1" = 1500'

DATE: 5/5/2015 10:55:55 AM USER: sssdesign@sssspecifications.com FILE NAME: sssdesign@sssspecifications.com

Kentucky
Transportation

SITE: KY 4 / US 421

STREAM: TOWN BRANCH

COUNTY: FAYETTE

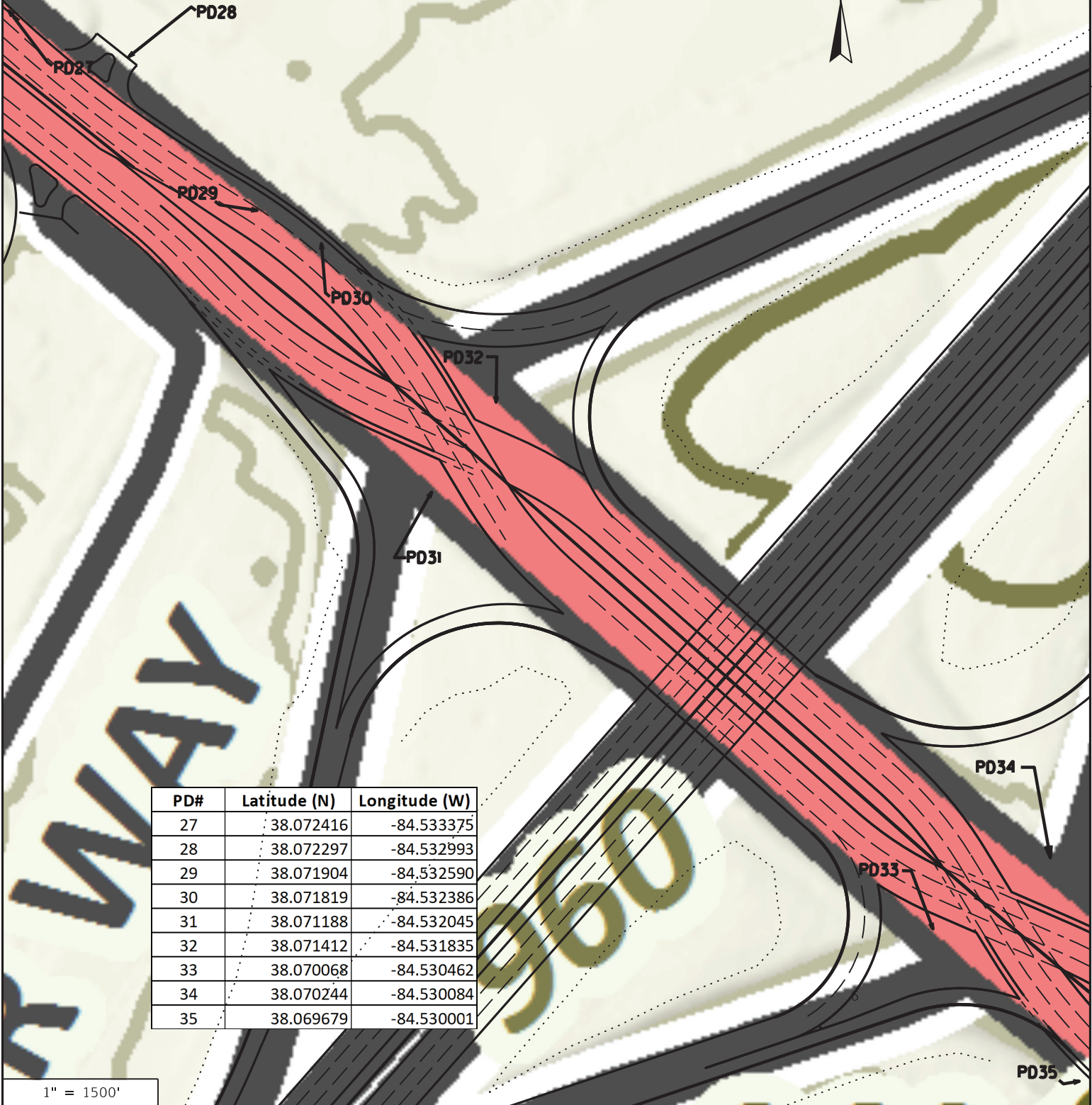
STATE: KY

NEAR:

ITEM: 7-113.02

SHEET: 7

EXHIBIT #8



PD#	Latitude (N)	Longitude (W)
27	38.072416	-84.533375
28	38.072297	-84.532993
29	38.071904	-84.532590
30	38.071819	-84.532386
31	38.071188	-84.532045
32	38.071412	-84.531835
33	38.070068	-84.530462
34	38.070244	-84.530084
35	38.069679	-84.530001

DATE: 5/5/2015 10:55:55 AM
USER: sssdesigns
FILE NAME: sssdesigns\ssspecifications

Contract ID: 231341
Page 209 of 302
USER: sssdesigns
FILE NAME: sssdesigns\ssspecifications

EXHIBIT #9



PD#	Latitude (N)	Longitude (W)
36	38.069440	-84.529519
37	38.069528	-84.529113
38	38.069216	-84.529172
39	38.069255	-84.528660
40	38.069312	-84.528333
41	38.069278	-84.528252
42	38.069029	-84.528881
43	38.068991	-84.528920
44	38.068817	-84.528920
45	38.068721	-84.528769
46	38.068988	-84.528334
47	38.068349	-84.527929
48	38.068393	-84.527882
49	38.067663	-84.527081
50	38.067594	-84.526983

1" = 1500'

EXHIBIT # 10



PD#	Latitude (N)	Longitude (W)
51	38.066968	-84.525547
52	38.066546	-84.525120
53	38.066115	-84.524450
54	38.065678	-84.523763
55	38.065854	-84.523527

1" = 1500'

DATE: 5/5/2023 10:55:55 AM USER: sssdesign@specifications.com FILE NAME: sssdesign@specifications.com

KENTUCKY TRANSPORTATION CABINET
COMMUNICATING ALL PROMISES (CAP)

Item No. 7 - 113.02

County: Fayette

Route: 4

Project Manager: JOSHUA SAMPLES

9/8/23

CAP #	Date of Promise	Promise made to:	Location of Promise:	CAP Description
1	9/7/23	Kyle Ray	Parcel 26	1. That the Contractor upon being awarded the Project shall email Mr. Woodford Webb at wwebb@thewebbcompanies.com and provide the name of the Contractor as well as the name and telephone number for the best contact for the Contractor on the Project; 2. That at least fourteen (14) calendar days before starting work on the access to Parcel Number 26, the Contractor shall email Mr. Woodford Webb at wwebb@thewebbcompanies.com providing the expected start date; and 3. That the Contractor shall maintain reasonable means of vehicular access to and from Parcel Number 26 at all times throughout the course of the Project.

KENTUCKY TRANSPORTATION CABINET
COMMUNICATING ALL PROMISES (CAP)

Item No. 7 - 113.02

County: Fayette

Route: 4

Project Manager: JOSHUA SAMPLES

9/8/23

CAP #	Date of Promise	Promise made to:	Location of Promise:	CAP Description
2	9/7/23	Kyle Ray	Parcel 22, 23, 24, and 34	<p>a. That the Contractor upon being awarded the Project shall email Jon Strom at jstrom@andersoncommunities.com and provide the name of the Contractor as well as the name and telephone number for the best contact for the Contractor on the Project;</p> <p>b. That at least fourteen (14) calendar days before starting work on the Project, the Contractor shall email Jon Strom at jstrom@andersoncommunities.com providing the expected start date;</p> <p>c. That at least fourteen (14) calendar days before starting work that would close the intersection of Leestown Road and Louis Place to vehicular traffic turning into Louis Place from Leestown Road or turning onto Leestown Road from Louis Place, the Contractor shall email Jon Strom at jstrom@andersoncommunities.com providing the expected start date;</p> <p>d. That at least fourteen (14) calendar days before starting work at the intersection of Leestown Road and Towne Center Drive, where said work would restrict the number of lanes currently available for vehicles turning into Towne Center Drive from Leestown Road or onto Leestown Road from Towne Center Drive, the Contractor shall email Jon Strom at jstrom@andersoncommunities.com providing the expected closure date;</p> <p>e. That the intersection of Leestown Road and Towne Center Drive shall remain open to vehicular traffic throughout the length of the Project so that there is at a minimum one lane open for vehicles turning into Towne Center Drive from Leestown Road and one lane open for vehicles turning onto Leestown Road from Towne Center Drive;</p> <p>f. That the intersection of Leestown Road and Boiling Springs Drive/ Kroger Entrance shall remain open to vehicular traffic throughout the length of the Project so that there is at a minimum one lane open for vehicles turning into Boiling Springs Drive/ Kroger Entrance from Leestown Road and one lane open for vehicles turning onto Leestown Road from Boiling Springs Drive/ Kroger Entrance;</p> <p>g. That during any time period the Contractor performs work at one (1) of the following three (3) intersections: Leestown Road and Towne Center Drive; Leestown Road and Louis Place; and Leestown Road and Boiling Springs Drive/ Kroger Entrance that limits or restricts vehicular traffic turning into Towne Center Drive, Louis Place or Boiling Springs Drive/ Kroger Entrance from Leestown or turning onto Leestown Road from Towne Center Drive, Louis Place or Boiling Springs Drive/ Kroger Entrance, the Contractor shall only perform work at one (1) of the three (3) aforementioned intersections at any said time so that the other two (2) aforementioned intersections shall remain fully open to vehicular traffic;</p>

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>

SPECIAL NOTE FOR PORTABLE CHANGEABLE MESSAGE SIGNS

This Special Note will apply when indicated on the plans or in the proposal.

1.0 DESCRIPTION. Furnish, install, operate, and maintain variable message signs at the locations shown on the plans or designated by the Engineer. Remove and retain possession of variable message signs when they are no longer needed on the project.

2.0 MATERIALS.

2.1 General. Use LED Variable Message Signs Class I, II, or III, as appropriate, from the Department's List of Approved Materials.

Unclassified signs may be submitted for approval by the Engineer. The Engineer may require a daytime and nighttime demonstration. The Engineer will make a final decision within 30 days after all required information is received.

2.2 Sign and Controls. All signs must:

- 1) Provide 3-line messages with each line being 8 characters long and at least 18 inches tall. Each character comprises 35 pixels.
- 2) Provide at least 40 preprogrammed messages available for use at any time. Provide for quick and easy change of the displayed message; editing of the message; and additions of new messages.
- 3) Provide a controller consisting of:
 - a) Keyboard or keypad.
 - b) Readout that mimics the actual sign display. (When LCD or LCD type readout is used, include backlighting and heating or otherwise arrange for viewing in cold temperatures.)
 - c) Non-volatile memory or suitable memory with battery backup for storing pre-programmed messages.
 - d) Logic circuitry to control the sequence of messages and flash rate.
- 4) Provide a serial interface that is capable of supporting complete remote control ability through land line and cellular telephone operation. Include communication software capable of immediately updating the message, providing complete sign status, and allowing message library queries and updates.
- 5) Allow a single person easily to raise the sign to a satisfactory height above the pavement during use, and lower the sign during travel.
- 6) Be Highway Orange on all exterior surfaces of the trailer, supports, and controller cabinet.
- 7) Provide operation in ambient temperatures from -30 to + 120 degrees Fahrenheit during snow, rain and other inclement weather.
- 8) Provide the driver board as part of a module. All modules are interchangeable, and have plug and socket arrangements for disconnection and reconnection. Printed circuit boards associated with driver boards have a conformable coating to protect against moisture.
- 9) Provide a sign case sealed against rain, snow, dust, insects, etc. The lens is UV stabilized clear plastic (polycarbonate, acrylic, or other approved material) angled to prevent glare.
- 10) Provide a flat black UV protected coating on the sign hardware, character PCB, and appropriate lens areas.
- 11) Provide a photocell control to provide automatic dimming.

11

- 12) Allow an on-off flashing sequence at an adjustable rate.
- 13) Provide a sight to aim the message.
- 14) Provide a LED display color of approximately 590 nm amber.
- 15) Provide a controller that is password protected.
- 16) Provide a security device that prevents unauthorized individuals from accessing the controller.
- 17) Provide the following 3-line messages preprogrammed and available for use when the sign unit begins operation:

/KEEP/RIGHT/⇒⇒⇒/	/MIN/SPEED/**MPH/
/KEEP/LEFT/⇐⇐⇐/	/ICY/BRIDGE/AHEAD/ /ONE
/LOOSE/GRAVEL/AHEAD/	LANE/BRIDGE/AHEAD/
/RD WORK/NEXT/**MILES/	/ROUGH/ROAD/AHEAD/
/TWO WAY/TRAFFIC/AHEAD/	/MERGING/TRAFFIC/AHEAD/
/PAINT/CREW/AHEAD/	/NEXT/***/MILES/
/REDUCE/SPEED/**MPH/	/HEAVY/TRAFFIC/AHEAD/
/BRIDGE/WORK/***() FT/	/SPEED/LIMIT/**MPH/
/MAX/SPEED/**MPH/	/BUMP/AHEAD/
/SURVEY/PARTY/AHEAD/	/TWO/WAY/TRAFFIC/

*Insert numerals as directed by the Engineer.

Add other messages during the project when required by the Engineer.

2.3 Power.

- 1) Design solar panels to yield 10 percent or greater additional charge than sign consumption. Provide direct wiring for operation of the sign or arrow board from an external power source to provide energy backup for 21 days without sunlight and an on-board system charger with the ability to recharge completely discharged batteries in 24 hours.

3.0 CONSTRUCTION. Furnish and operate the variable message signs as designated on the plans or by the Engineer. Ensure the bottom of the message panel is a minimum of 7 feet above the roadway in urban areas and 5 feet above in rural areas when operating. Use Class I, II, or III signs on roads with a speed limit less than 55 mph. Use Class I or II signs on roads with speed limits 55 mph or greater.

Maintain the sign in proper working order, including repair of any damage done by others, until completion of the project. When the sign becomes inoperative, immediately repair or replace the sign. Repetitive problems with the same unit will be cause for rejection and replacement.

Use only project related messages and messages directed by the Engineer, unnecessary messages lessen the impact of the sign. Ensure the message is displayed in either one or 2 phases with each phase having no more than 3 lines of text. When no message is needed, but it is necessary to know if the sign is operable, flash only a pixel.

When the sign is not needed, move it outside the clear zone or where the Engineer directs. Variable Message Signs are the property of the Contractor and shall be removed from the project when no longer needed. The Department will not assume ownership of these signs.

4.0 MEASUREMENT. The final quantity of Variable Message Sign will be

11
the actual number of individual signs acceptably furnished and operated during the project. The Department will not measure signs replaced due to damage or rejection.

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

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

Effective June 15, 2012

9T

SPECIAL NOTE FOR DRY-LAID ROCK FENCES

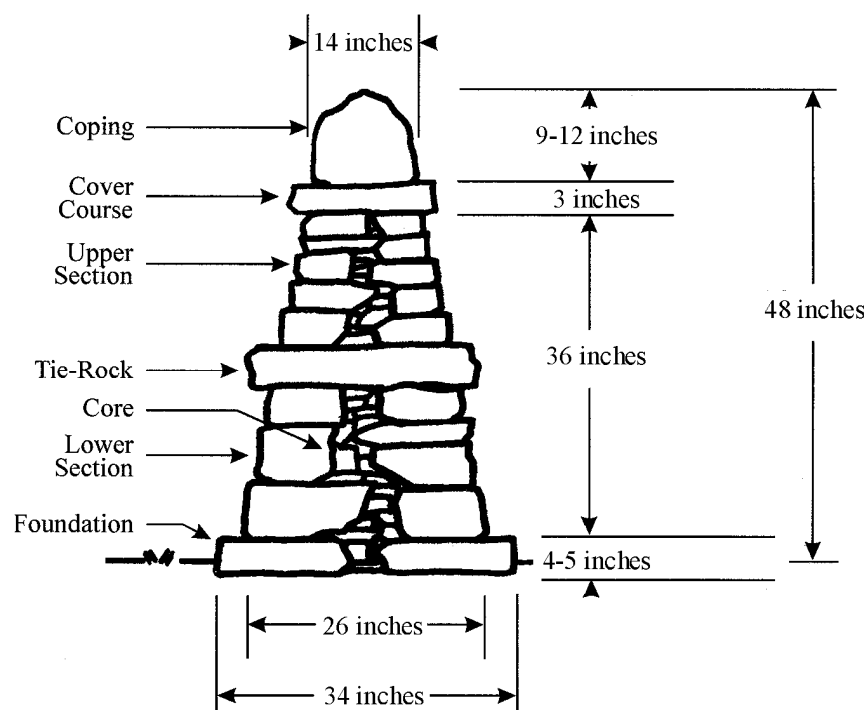
This Special Note will apply when indicated on the plans or in the proposal. Section references herein are to the Department's Current Standard Specifications for Road and Bridge Construction.

1.0 DESCRIPTION. Preparation and construction of dry-laid rock fences.

2.0 MATERIALS. Move, store, and supply the rock at no expense to the Department. When relocating or repairing existing fences, use the original rock whenever possible. Dismantle existing fences manually or by methods that do not contaminate the rock with soil.

3.0 CONSTRUCTION. Lay out the fence line in advance to provide continuity in its appearance. Construct in close conformance to Figure 1. If the height of the fence differs from Figure 1, maintain a 1:6 batter.

Figure 1



3.1 Subgrade. Level and compact the subgrade. Remove all organic matter.

3.2 Foundation. Place foundation stones so their upper surfaces are level and lower surfaces are fully supported by the subgrade or through stone underpinning. Underpinning from the front is unacceptable. Assume that more than half of the width of each foundation stone extends under the lower course.

3.3 Core. Use large stone when practical and continue with smaller stone until all

9T

gaps are filled. Interlock stones as much as possible.

3.4 Lower Course. Use the larger face stone on the lower course. Place so joints are overlapped. Point the long side of the stone in whenever possible. Fully support all face stones. Build one layer at a time, pack and level the core simultaneously. Level the lower course at 18 inches above the foundation for the tie rocks.

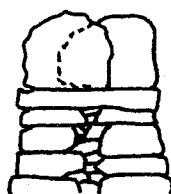
3.5 Tie Rocks. Place on 36-inches centers. Overlap lower course joints whenever possible. Use single stones that overhang the leveled lower course by 2 to 4 inches on both sides of the fence. Fully support all tie rocks.

3.6 Upper Coarse. Continue to place face stones around and over the tie rocks as on the lower course. Level the upper course at 3 feet above the foundation for the cover course.

3.7 Cover Course. Use single stones that overhang the leveled upper course by 2 to 3 inches. Fully support all cover stones.

3.8 Coping. Place a single cope on top of the cover course. Use stones that do not overhang the cover course. Angle the cope stones at 15 degrees sloping downhill. Keep the top surface of the cope at a leveled height between 9 and 12 inches. Drive in stone pins to level and lock in the cope. If requested by the landowner, the Engineer may require a double cope (figure 2). If a double cope is used, widen the fence from the foundation up to accommodate.

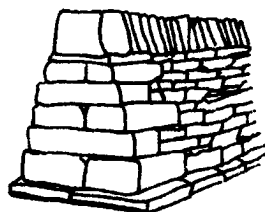
Figure 2



3.9 Pinning. Pin only when support is needed, not for appearance. Avoid using multiple pins, use one stone for one hole.

3.10 Wallheads. End fences with flush vertical wallheads using large stone for stability. Construct in close conformance to Figure 3.

Figure 3



4.0 MEASUREMENT. The Department will measure the quantity of dry-laid rock

9T

fence in linear feet.

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

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
20063EN9T	Dry-laid Rock Fence	Linear Feet

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

April 29, 2021

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

11C

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

11C

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

11C

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.

11C

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

11C

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,

11C

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

11C

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.

11C

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 $\pm 3/8$ 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

11C

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:

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
----	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 NOTE FOR ROCK BLASTING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11D

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

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

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

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

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

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

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

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

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

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

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

11D

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

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

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

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

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

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

July 1, 2022

11E

SPECIAL NOTE FOR BORING AND JACKING STEEL PIPE WITHOUT CARRIER PIPE

This Special Note will apply where 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. Bore and jack steel pipe. Use this note when no carrier pipe will be encased.

2.0 MATERIALS.

2.1 Pipe. Provide plain end steel pipe with a specific minimum yield strength, SMYS, of at least 35,000 psi and tensile strength of 60,000 psi per API-5L grade B material. The steel pipe supplied shall be manufactured by the seamless, electric-weld, submerged-arc weld or gas metal-arc well process as specified in API -5L. Certification of 35,000 psi SMYS shall be furnished by the supplier through the Contractor to the Engineer to retain 3 copies.

MINIMUM WALL THICKNESS FOR STEEL PIPE	
Nominal Diameter (Inches)	Wall Thickness (Inches)
18 or less	0.375
24	0.500
30	0.500
36	0.532
42	0.625

2.2 Grout. Conform to Subsection 601.03.03.

2.3 High Grade Bentonite. Conform to the following:

API 13A Section 4		
Requirement	Specification	Result
Viscometer Dial Reading at 600 rpm	30, minimum	40
Yield Point/Plastic Viscosity Ratio	3, maximum	3.00 maximum
Filtrate Volume	15 cm ³ , maximum	14.50 maximum
Residue greater than 75 micrometers	4.0 wt percent maximum	1.0-1.5 %
Moisture	10.0 wt percent maximum	9.0-9.5%

3.0 CONSTRUCTION. Perform the following:

1. Locate a suitable pit and obtain the Engineer's approval.
2. Excavate the pit or trenches for the BORE AND JACK operation and for placing the end joints of pipe, when required. Securely sheet and brace the pits or trenches to prevent caving, where necessary.

11E

3. When installing pipe under railroads, highways, streets, or other facilities by Bore and Jack, perform construction without interfering with the facility operation or weakening the roadbed or structure.
4. Place excavated material near the top of the working pit and dispose of it as required. Use water or other fluids with the boring operation to lubricate the cuttings. Do not perform jetting.
5. In unconsolidated soil formations, use a gel-forming colloidal drilling fluid with at least 10 percent of high grade bentonite to consolidate excavated material, seal the walls of the hole, and lubricate subsequent removal of material and immediate pipe installation.
6. Ensure that the diameter of the excavation conforms to the outside diameter of the pipe as closely as possible.
7. Pressure grout voids that develop during the installation operation and that the Engineer determines are detrimental to the Work.
8. To force the pipe through the roadbed into the bored space, use a jack with a head constructed to apply uniform pressure around the ring of the pipe, which shall be square cut.
9. Set the pipe to be jacked on guides, braced together to properly support the pipe section and to direct it to the proper line and grade.
10. When the installation is made by concurrent boring and jacking, solidly weld all joints. Ensure the weld is strong enough to withstand the forces exerted from the boring and jacking operations as well as the vertical loading imposed on the pipe after installation and that it provides a smooth, non-obstructing joint in the interior of the pipe.
11. When the pipe is installed in open trench, bed and backfill according to Section 701.
12. The line and grade from the pipe's final position, as shown on plans, may vary no more than 2 percent in lateral alignment and one percent in vertical grade. Ensure that the final grade of the flow line is in the direction indicated on the Plans.
13. Use a cutting edge around the head end. Extend it a short distance beyond the pipe end with inside angles or lugs to keep the cutting edge from slipping back into the pipe.
14. Once the pipe installation begins, proceed with the operation without interruption to prevent the pipe from becoming firmly set in the embankment.
15. Remove and replace pipe damaged in jacking operations.
16. After completing the installation, backfill the excavated pits and trenches with flowable fill according to Section 601.03.03 B) 5 a) if the pit is in median area where it will have pavement over it.

4.0 MEASUREMENT. The Department will measure the completed length of Bore and Jacked pipe through the flowline from end to end in linear feet. The Department will not measure pressure grouting voids or removal and replacement of pipe damaged in jacking operations for payment and will consider it incidental to Bore and Jack. When abandoning a bore hole due to mechanical malfunction, improper alignment, or other problems due to construction operations, the Department will not measure the backfill and relocation for payment and will consider it incidental to this item of work. When abandoning a bore hole due to an unforeseen physical obstruction or situation, the Department will measure the work according to a negotiated supplemental agreement.

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

11E

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
----	Bore and Jack, Size Pipe	Linear Foot

The Department will consider payment as full compensation for all materials, earthwork, shoring, pipe and work required under this section.

June 15, 2012

SPECIAL NOTE FOR TURF REINFORCING MAT

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

2.0 MATERIALS.

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

2.2 Classifications

The basis for selection of the type of mat required will be based on the long term shear stress level of the mat of the channel in question or the degree of slope to protect and will be designated in the contract. The Type 4 mats are to be used at structural backfills protecting critical structures, utility cuts, areas where vehicles may be expected to traverse the mat, channels with large heavy drift, channels with high shear stresses, and where higher factors of safety, very steep slopes and/or durability concerns are needed as determined by project team and designer and will be specified in the plans by designer.

Properties	Type 1	Type 2	Type 3	Type 4
Maximum Slope (H:V)	1:1	1:1	0.5:1	0.5:1
Un-vegetated Shear	≥ 2.0 lbs/ft ² (≥ 96 Pa)	≥ 2.0 lb/ft2 (≥ 96 Pa)"	≥ 2.0 lb/ft2 (≥ 96 Pa)	≥ 2.0 lb/ft2 (≥ 96 Pa)

11F

Stress ^{b, c, d} ASTM D6460				
Vegetated Shear Stress ^{c, d, e, f} ASTM D6460	≥ 6.0 lbs/ft ² (≥ 287 Pa)	≥ 8.0 lb/ft ² (≥ 383 Pa)	≥ 10.0 lb/ft ² (≥ 479 Pa)	≥ 12.0 lb/ft ² (≥ 575 Pa)
Seedling Emergence ^d ASTM D7322	≥ 250%	≥ 250%	≥ 250%	≥ 250%
MD Material Tensile Strength ^{d, f} ASTM D6818	≥ 150 lbs/ft (≥ 2.2 kN/m)	≥ 175 lbs/ft (≥ 2.6 kN/m)	≥ 200 lbs/ft (≥ 2.9 kN/m)	≥ 1,500 lbs/ft (≥ 21.9 kN/m)
TD Material Tensile Strength ^{d, f} ASTM D6818	≥ 150 lbs/ft (≥ 2.2 kN/m)	≥ 175 lbs/ft (≥ 2.6 kN/m)	≥ 200 lbs/ft (≥ 2.9 kN/m)	≥ 1,500 lbs/ft (≥ 21.9 kN/m)
Mass Per Unit Area ^d ASTM D6566	≥ 8.0 oz/yd ² (≥ 271 g/m ²))	≥ 8.0 oz/yd ² (≥ 271 g/m ²)	≥ 8.0 oz/yd ² (≥ 271 g/m ²)	≥ 8.0 oz/yd ² (≥ 271 g/m ²)
Material Thickness ^d ASTM D6525	≥ 0.25 in (≥ 6.35 mm)	≥ 0.25 in (≥ 6.35 mm)	≥ 0.25 in (≥ 6.35 mm)	≥ 0.25 in (≥ 6.35 mm)
UV Stability ^{c, e} ASTM D4355	≥ 80% @ 500 hrs	≥ 80% @ 500 hrs	≥ 80% @ 1,000 hrs	≥ 90% @ 1,000 hrs

- For Type 4 mats, property values tested per ASTM D6818 and D6525 are reported as minimum average roll values (MARVs). MARVs are calculated as the typical minus two standard deviations. Statistically, it yields a 97.7% degree of confidence that any samples taken from quality assurance testing will exceed the value reported.
- Required minimum shear stress TRM (un-vegetated) can sustain without physical damage or excess erosion (> 12.7 mm (0.5 in.) soil loss during successive, minimum 30 minute flow events in large scale testing.
- Acceptable large-scale testing protocol may include ASTM D6460, or other independent testing deemed acceptable by the engineer. Large-scale performance testing typically involves limited soil types and vegetative stands, therefore it is recommended that an appropriate factor of safety be used in design and product selection (see Guidance Document for further information).
- Typical values are calculated as the average value, it yields a 50% degree of confidence that any samples taken from quality assurance testing will exceed the value reported.
- Required minimum shear stress TRM (fully vegetated) can sustain without physical damage or excess erosion (> 12.7 mm (0.5 in.) soil loss during successive, minimum 30 minute flow events in large scale testing.
- For TRMs containing degradable components, property values must be obtained on the non-degradable portion of the matting alone.

NOTE: TRMs are typically used in hydraulic applications, such as high flow ditches and channels, steep slopes, stream banks, and shorelines, where erosive forces may exceed the limits of natural, unreinforced vegetation or in areas where limited vegetation establishment is anticipated.

2.3 Quality Assurance Sampling, Testing, and Acceptance

- Performance Testing:** The Department will require AASHTO's NTPEP index testing. The Department will also require the manufacturer to perform internal MARV testing at a Geosynthetic Accreditation Institute – Laboratory Accreditation Program (GAI-LAP) accredited laboratory for tensile strength, tensile elongation, mass per unit area, and thickness once every 24,000 yds of production or whatever rate is required to ensure

11F

97.7% confidence under ASTM D4439& 4354. The Department will require Full scale testing for slope and channel applications shear stress shall be done under ASTM D 6459, ASTM D 6460-07 procedures.

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

Current mats meeting the above criteria are shown on the Department's List of Approved Materials. Mats that exceed the criteria for KYTC Types 1-4 are available. Contact an erosion control material supplier for more information.

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

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

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

3.2 Installation. Install mats according to Standard Drawing Sepias "Turf Mat Channel Installation" and "Turf Mat Slope Installation." Install mats at the specified elevation and alignment. Anchor the mats with staples with a minimum length of 12 inches. Use longer anchors for installations in sandy, loose, or wet soils as directed by the Engineer or Manufacturer's Representative. The mat should be in direct contact with the soil surface. Infill and overfill the mat with a minimum of ½" of soil as directed by the Manufacturer.

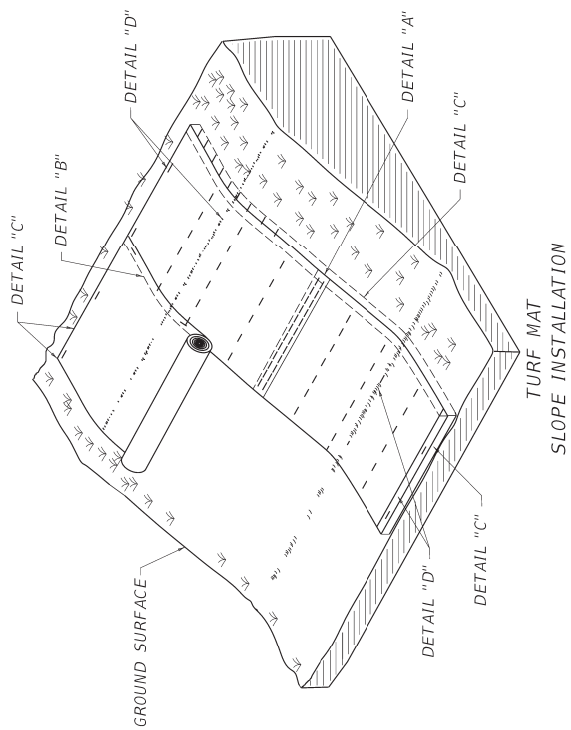
11F

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

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

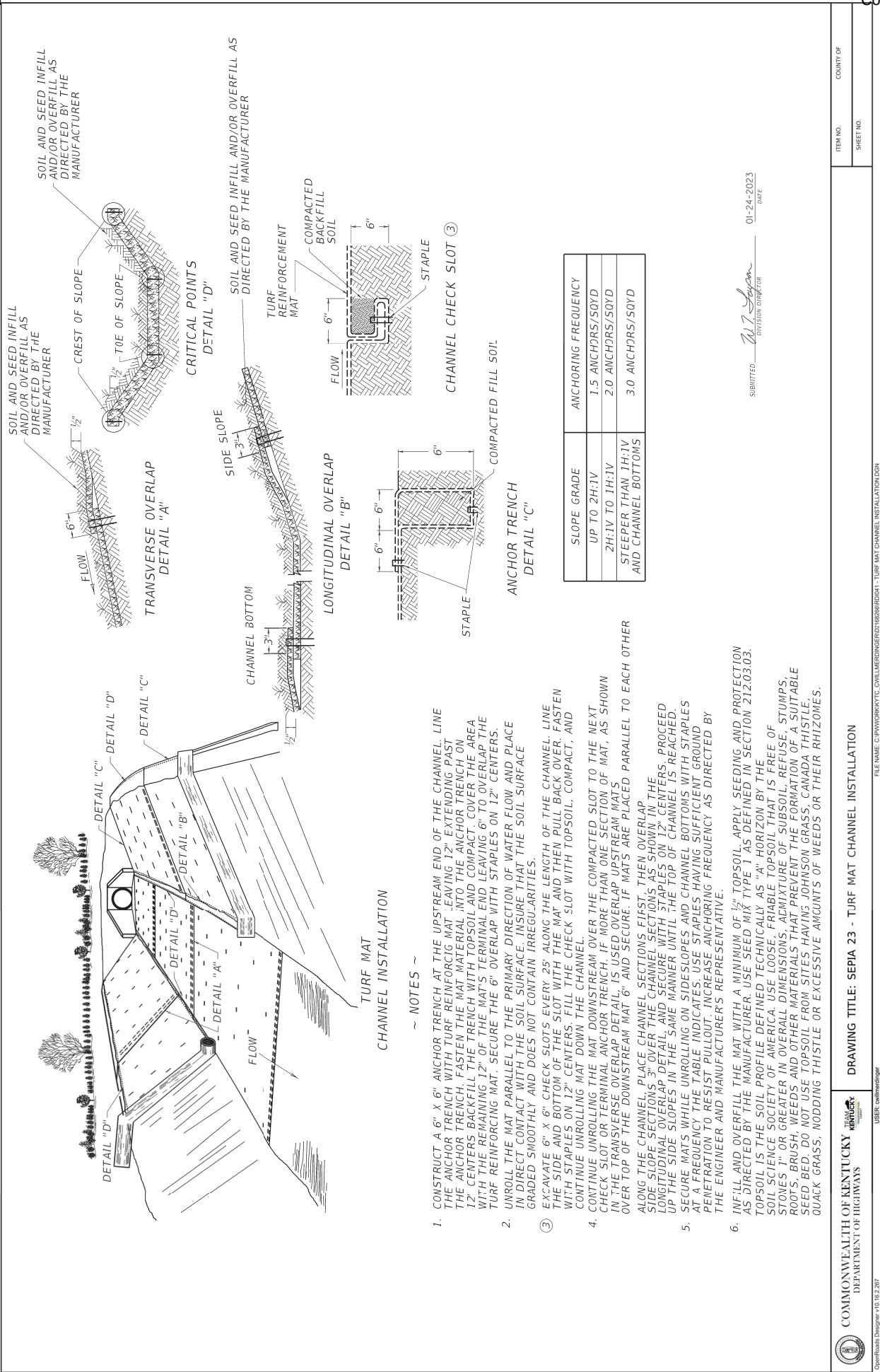
<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
23274EN11F	Turf Reinforcement Mat 1	Square Yard
23275EN11F	Turf Reinforcement Mat 2	Square Yard
23276EN11F	Turf Reinforcement Mat 3	Square Yard
23277EN11F	Turf Reinforcement Mat 4	Square Yard

June 29, 2023



1. CONSTRUCT A 6" X 6" ANCHOR TRENCH AT THE BEGINNING OF THE SLOPE. LINE THE ANCHOR TRENCH WITH TURF REINFORCING MAT LEAVING 12" ANCHOR TRENCH ON THE ANCHOR TRENCH. FASTEN THE MAT MATERIAL INTO THE ANCHOR TRENCH ON 12" CENTERS BACKFILL THE TRENCH WITH TOPSOIL AND COMPACT. COVER THE AREA WITH THE REMAINING 12" OF THE MAT'S TERMINAL END LEAVING 6" TO OVERLAP THE TURF REINFORCING MAT. SECURE THE 6" OVERLAP WITH STAPLES ON 12" CENTERS.
2. UNROLL THE MAT DOWN THE SLOPE AND PLACE IN DIRECT CONTACT WITH THE SOIL SURFACE. INSURE THAT THE SOIL SURFACE IS GRADED SMOOTHLY AND DOES NOT CONTAIN IRREGULARITIES.
3. SECURELY FASTEN THE MAT TO THE SOIL BY INSTALLING STAPLES AT A MINIMUM RATE OF 1.5 PER SQ. YD. ANCHORS SHALL BE SELECTED SO THAT THEY HAVE SUFFICIENT GROUND PENETRATION TO RESIST PULLOUT. INCREASE ANCHORING FREQUENCY FOR SITE CONDITIONS (LOOSE, SANDY, OR WET SOILS) AS DIRECTED BY THE ENGINEER AND MANUFACTURER'S REPRESENTATIVE.
4. OVERLAP EDGES OF MATS ACCORDING TO THE LONGITUDINAL AND TRANSVERSE OVERLAP DETAILS. STAPLE LONGITUDINAL OVERLAPS WITH 2 ROWS OF STAPLES STAGGERED AT 4". STAPLE TRANSVERSE OVERLAPS WITH 1 ROW OF STAPLES SPACED AT 12".
5. CONSTRUCT A 6" X 12" ANCHOR TRENCH AT THE TOE OF THE SLOPE FOLLOWING SIMILAR PROCEDURES DENOTED FOR THE TOP OF THE SLOPE ANCHOR TRENCH.
6. ENSURE THAT THE MAT IS IN DIRECT CONTACT WITH THE SOIL SURFACE WITH NO PROJECTIONS OR PROTRUSIONS.
7. INFILL AND OVERFILL THE MAT WITH A MINIMUM OF 1 1/2" TOPSOIL. APPLY SEEDING AND PROTECTION AS DIRECTED BY THE MANUFACTURER. USE SEED MIX TYPE 1 AS DEFINED IN SECTION 212.03.03. TOPSOIL IS THE SOIL PROFILE DEFINED TECHNICALLY AS "A" HORIZON BY THE SOIL SCIENCE SOCIETY OF AMERICA. USE LOOSE, FRIABLE TOPSOIL THAT IS FREE OF STONES 1" OR GREATER IN OVERALL DIMENSIONS. ADMIXTURE OF SUBSOIL, REFUSE, STUMPS, ROOTS, BRUSH, WEEDS AND OTHER MATERIALS THAT PREVENT THE FORMATION OF A SUITABLE SEED BED. DO NOT USE TOPSOIL FROM SITES HAVING JOHNSON GRASS, CANADA THISTLE, QUACK GRASS, NODDING THISTLE OR EXCESSIVE MOUNTS OF WEEDS OR THEIR RHIZOMES.

SUBMITTED W. T. Lujan 01-24-2023
DIVISION DIRECTOR DATE



SPECIAL NOTE FOR BARCODE LABEL ON PERMANENT SIGNS

1.0 DESCRIPTION. Install barcode label on sheeting signs. Section references herein are to the Department's Standard Specifications for Road and Bridge Construction, current edition.

2.0 MATERIALS. The Department will provide the Contractor with a 2 inch x 1 inch foil barcode label for each permanent sheeting sign. A unique number will be assigned to each barcode label.

The Contractor shall contact the Operations and Pavement Management Branch in the Division of Maintenance at (502) 564-4556 to obtain the barcode labels.

3.0 CONSTRUCTION. Apply foil barcode label in the lower right quadrant of the sign back. Signs where the bottom edge is not parallel to the ground, the lowest corner of the sign shall serve as the location to place the barcode label. The barcode label shall be placed no less than one-inch and no more than three inches from any edge of the sign. The barcode must be placed so that the sign post does not cover the barcode label.

Barcodes shall be applied in an indoor setting with a minimum air temperature of 50°F or higher. Prior to application of the barcode label, the back of the sign must be clean and free of dust, oil, etc. If the sign is not clean, an alcohol swab shall be used to clean the area. The area must be allowed to dry prior to placement of the barcode label.

Data for each sign shall include the barcode number, MUTCD reference number, sheeting manufacturer, sheeting type, manufacture date, color of primary reflective surface, installation date, latitude and longitude using the North American Datum of 1983 (NAD83) or the State Plane Coordinates using an x and y ordinate of the installed location.

Data should be provided electronically on the TC 71-229 Sign Details Information and TC 71-230 Sign Assembly Information forms. The Contractor may choose to present the data in a different format provided that the information submitted to the Department is equivalent to the information required on the Department TC forms. The forms must be submitted in electronic format regardless of which type of form is used. The Department will not accept PDF or handwritten forms. These completed forms must be submitted to the Department prior to final inspection of the signs. The Department will not issue formal acceptance for the project until the TC 71-229 and TC-230 electronic forms are completed for all signs and sign assemblies on the project.

4.0 MEASUREMENT. The Department will measure all work required for the installation of the barcode label and all work associated with completion and submission of the sign inventory data (TC 71-229 and TC 71-230).

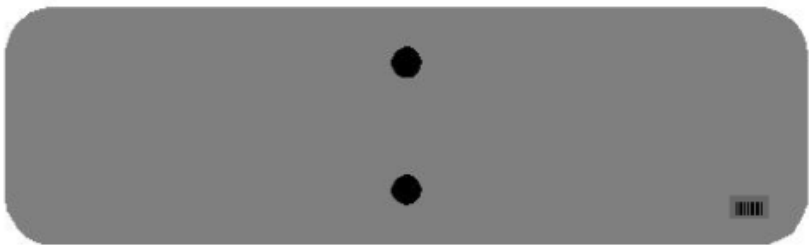
The installation of the permanent sign will be measured in accordance to Section 715.

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

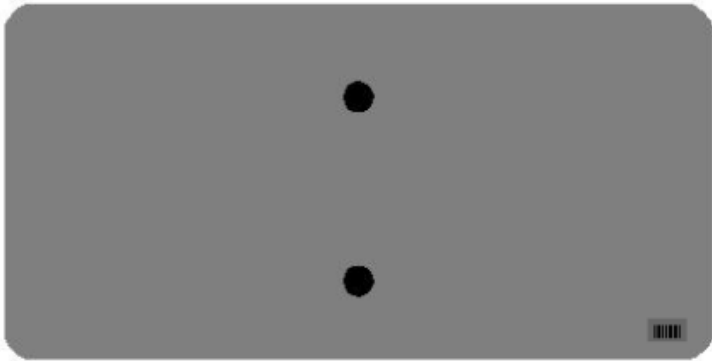
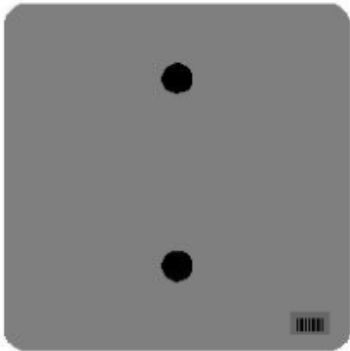
<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
24631EC	Barcode Sign Inventory	Each

The Department will not make payment for this item until all barcodes are installed and sign inventory is complete on every permanent sign installed on the project. The Department will make payment for installation of the permanent sign in accordance to Section 715. The Department will consider payment as full compensation for all work required under this special note.

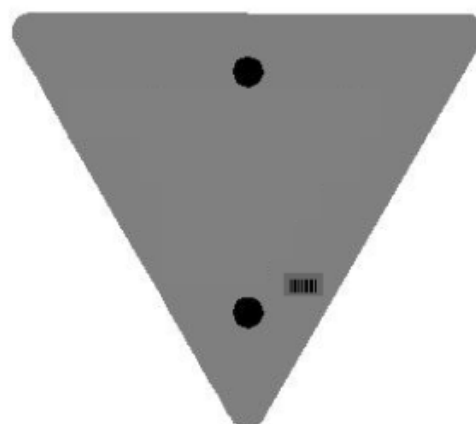
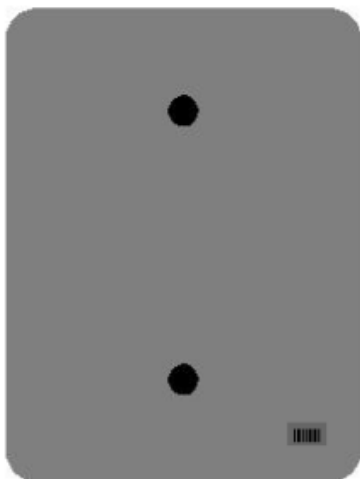
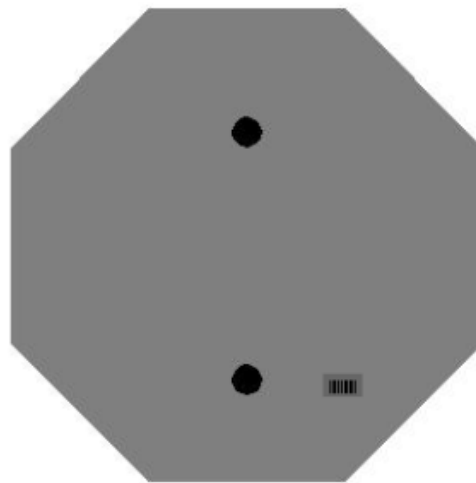
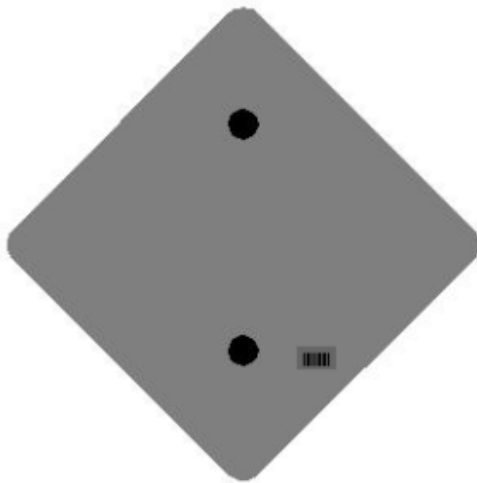
One Sign Post



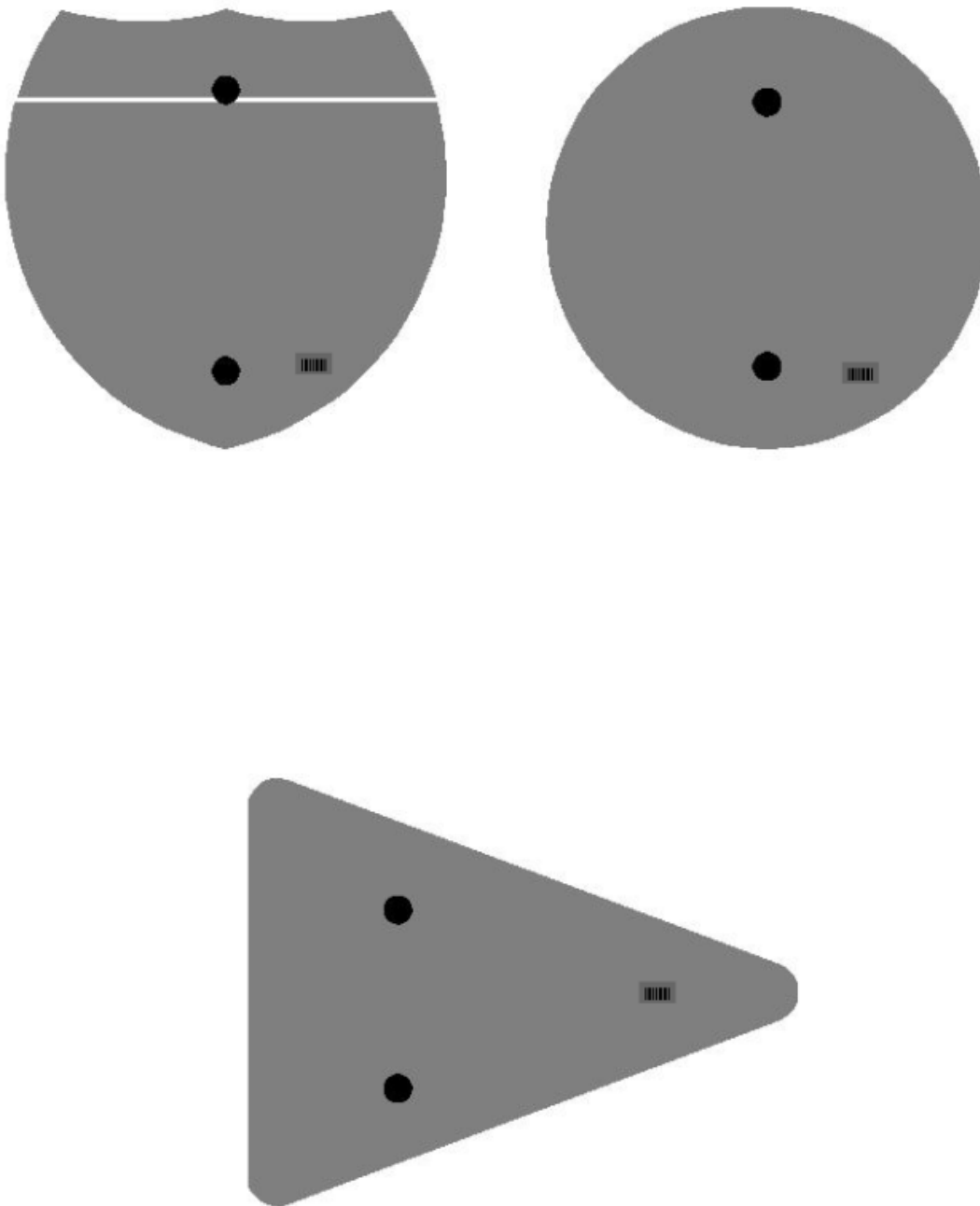
↑
2" Wide Post



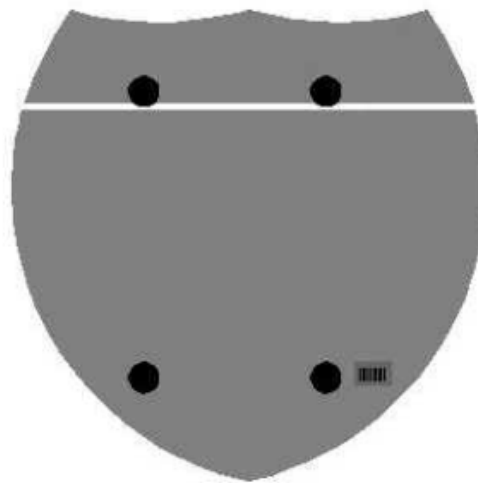
One Sign Post



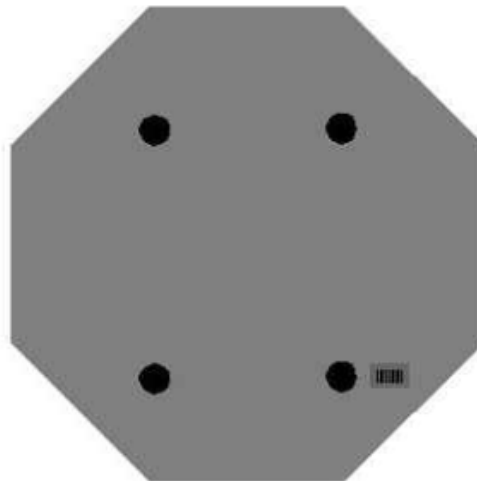
One Sign Post



Double Sign Post



Interstate
Shield

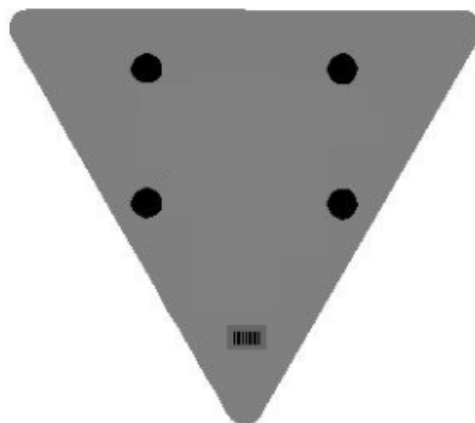


48" Stop

2 Post Signs



↑
2" Wide Post



SPECIAL PROVISION FOR EMBANKMENT AT BRIDGE END BENT STRUCTURES

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

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

2.0 MATERIALS.

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

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

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

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

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

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

excavation stability, at no expense to the Department.

2.4 Structure Granular Backfill. Conform to Subsection 805.11

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

3.0 CONSTRUCTION.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.0 MEASUREMENT.

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

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

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

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

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

consider it incidental to the work.

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

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

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

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

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

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

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

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

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

September 16, 2016

PART III

EMPLOYMENT, WAGE AND RECORD REQUIREMENTS

FHWA-1273 – Revised October 23, 2023

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

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

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 procurement 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/WHDL/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 procurement 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 contractor). "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 administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance.

Revised: January 25, 2017

Standard Title VI/Non-Discrimination Assurances

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

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

Standard Title VI/Non-Discrimination Statutes and Authorities

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

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

EXECUTIVE BRANCH CODE OF ETHICS

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

KRS 11A.040 (7) provides:

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

KRS 11A.040 (9) states:

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

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

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

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

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

In case of doubt, the law permits you to request an advisory opinion from the Executive Branch Ethics Commission, 1025 Capital Center Drive, Suite 104, Frankfort, Kentucky 40601; telephone (502) 564-7954.

Revised: May 23, 2022

KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
TRAINING SPECIAL PROVISIONS

This Training Special Provision supersedes subparagraph 7b of the Special Provision entitled "Specific Equal Employment Opportunity Responsibilities," (Attachment 1), and is in implementation of 23 U.S.C. 140(a).

As part of the contractor's equal employment opportunity affirmative action program training shall be provided as follows:

The contractor shall provide on-the-job training aimed at developing full journeymen in the type of trade or job classification involved.

The number of trainees to be trained under these special provisions and in this contract is shown in "Special Notes Applicable to Project" in the bid proposal.

In the event that a contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided, however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this training special provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. Prior to commencing construction the contractor shall submit to the Kentucky Transportation Cabinet, Department of Highways for its approval, an acceptable training program on forms provided by the Cabinet indicating the number of trainees to be trained in each selected classification. Failure to provide the Cabinet with the proper documentation evidencing an acceptable training program prior to commencing construction shall cause the Cabinet to suspend the operations of the contractor with (if applicable) working days being charged as usual against the contract time or (if applicable), no additional contract time being granted for the suspension period. The Cabinet will not be liable for the payment of any work performed during the suspension period due to the failure of the contractor to provide an acceptable training program. Said suspension period shall be terminated when an acceptable training program is received by the Cabinet. Furthermore, the contractor shall specify the starting time for training in each of the classifications. The contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeymen status is a primary objective of this Training Special Provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment. The contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the contractor's records should document the findings in each case. The minimum length and type of training for each classification will be as established in the training program selected by the contractor and approved by the Kentucky Transportation Cabinet, Department of Highways and the Federal Highway Administration shall approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs

registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the division office. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the contractor will be reimbursed for each hour of training given an employee on this contract in accordance with an approved training program. As approved by the engineer, reimbursement will be made for training persons in excess of the number specified herein. This reimbursement will be made even though the contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the contractor where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

No payment shall be made to the contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the contractor and evidences a lack of good faith on the part of the contractor in meeting the requirements of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program. It is not required that all trainees be on board for the entire length of the contract. A contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The contractor shall furnish the trainee a copy of the program he will follow in providing the training. The contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed.

The contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

"General Decision Number: KY20230038 09/29/2023

Superseded General Decision Number: KY20220038

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)(2)-(60).

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:	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
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:	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 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 2023.

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	01/06/2023
1	02/10/2023
2	02/24/2023
3	06/09/2023
4	07/14/2023
5	07/21/2023
6	09/08/2023
7	09/29/2023

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 04/01/2023

	Rates	Fringes
CARPENTER.....	\$ 31.81	22.86
Diver.....	\$ 48.09	22.86
PILEDRIVERMAN.....	\$ 32.06	22.86

ELEC0212-008 06/07/2022		

BRACKEN, GALLATIN and GRANT COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 33.29	20.05

ELEC0212-014 11/28/2022		

BRACKEN, GALLATIN & GRANT COUNTIES:

	Rates	Fringes
Sound & Communication Technician.....	\$ 26.70	13.41

ELEC0317-012 05/29/2023		

BOYD, CARTER, ELLIOT & ROWAN COUNTIES:

	Rates	Fringes
ELECTRICIAN (Wiremen).....	\$ 37.15	22.73

ELEC0369-007 06/01/2022		

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.....	\$ 34.60	19.57

ELEC0575-002 11/21/2022		

FLEMING, GREENUP, LEWIS & MASON COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 36.00	21.14

* ENGI0181-018 07/01/2023		

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 38.55	18.60
GROUP 2.....	\$ 35.69	18.60
GROUP 3.....	\$ 36.14	18.60
GROUP 4.....	\$ 35.37	18.60

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - A-Frame Winch Truck; Auto Patrol; Backfiller;

Batcher Plant; Bituminous Paver; Bituminous Transfer Machine; Boom Cat; Bulldozer; Mechanic; Cableway; Carry-All Scoop; Carry Deck Crane; Central Compressor Plant; Cherry Picker; Clamshell; Concrete Mixer (21 cu. ft. or Over); Concrete Paver; Truck-Mounted Concrete Pump; Core Drill; Crane; Crusher Plant; Derrick; Derrick Boat; Ditching & Trenching Machine; Dragline; Dredge Operator; Dredge Engineer; Elevating Grader & Loaders; Grade-All; Gurries; Heavy Equipment Robotics Operator/Mechanic; High Lift; Hoe-Type Machine; Hoist (Two or More Drums); Hoisting Engine (Two or More Drums); Horizontal Directional Drill Operator; Hydrocrane; Hyster; KeCal Loader; LeTourneau; Locomotive; Mechanic; Mechanically Operated Laser Screed; Mechanic Welder; Mucking Machine; Motor Scraper; Orangepeel Bucket; Overhead Crane; Piledriver; Power Blade; Pumpcrete; Push Dozer; Rock Spreader, attached to equipment; Rotary Drill; Roller (Bituminous); Rough Terrain Crane; Scarifier; Scoopmobile; Shovel; Side Boom; Subgrader; Tailboom; Telescoping Type Forklift; Tow or Push Boat; Tower Crane (French, German & other types); Tractor Shovel; Truck Crane; Tunnel Mining Machines, including Moles, Shields or similar types of Tunnel Mining Equipment

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

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

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

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

EMPLOYEES ASSIGNED TO WORK BELOW GROUND LEVEL ARE TO BE PAID 10%

ABOVE BASIC WAGE RATE. THIS DOES NOT APPLY TO OPEN CUT WORK.

IRON0044-009 06/01/2023

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.....	\$ 30.75	22.70
Structural.....	\$ 32.37	22.70

IRON0070-006 06/01/2023		

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.....	\$ 32.59	24.50

IRON0769-007 06/01/2023		

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.....	\$ 36.16	28.34
ZONE 2.....	\$ 36.56	28.34
ZONE 3.....	\$ 38.16	28.34

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.

LAB00189-003 07/01/2022

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.....	\$ 23.76	17.12
GROUP 2.....	\$ 24.01	17.12
GROUP 3.....	\$ 24.06	17.12
GROUP 4.....	\$ 24.66	17.12

LABORERS CLASSIFICATIONS

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

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

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

Air); Water Blaster

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

LAB00189-008 07/01/2022

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

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 23.76	17.12
GROUP 2.....	\$ 24.01	17.12
GROUP 3.....	\$ 24.06	17.12
GROUP 4.....	\$ 24.66	17.12

LABORERS CLASSIFICATIONS

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

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

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

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

LABO0189-009 07/01/2022

BRECKINRIDGE & GRAYSON COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 23.76	17.12
GROUP 2.....	\$ 24.01	17.12
GROUP 3.....	\$ 24.06	17.12
GROUP 4.....	\$ 24.66	17.12

LABORERS CLASSIFICATIONS

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

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

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

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

PAIN0012-005 06/11/2005

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

	Rates	Fringes
PAINTER		
Bridge/Equipment Tender		

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

PAIN0012-017 05/01/2015

BRACKEN, GALLATIN, GRANT, MASON & OWEN COUNTIES:

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

PAIN0118-004 06/01/2018

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 12/01/2022

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

	Rates	Fringes
Painters:		
Bridges; Locks; Dams; Tension Towers & Energized Substations.....\$ 35.06		23.35
Power Generating Facilities.\$ 31.82		23.35

PLUM0248-003 06/01/2023

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

	Rates	Fringes
Plumber and Steamfitter.....\$ 41.00		22.95

PLUM0392-007 06/01/2023

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

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 38.62	25.73

PLUM0502-003 08/01/2021		

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.....	\$ 38.07	20.78

SUKY2010-160 10/08/2001		

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 16.57	7.34
GROUP 2.....	\$ 16.68	7.34
GROUP 3.....	\$ 16.86	7.34
GROUP 4.....	\$ 16.96	7.34

TRUCK DRIVER CLASSIFICATIONS

- GROUP 1 - Mobile Batch Truck Tender
- GROUP 2 - Greaser; Tire Changer; & Mechanic Tender
- GROUP 3 - Single Axle Dump; Flatbed; Semi-trailer or Pole Trailer when used to pull building materials and equipment; Tandem Axle Dump; Distributor; Mixer; & Truck Mechanic
- GROUP 4 - Euclid & Other Heavy Earthmoving Equipment & Lowboy; Articulator Cat; 5-Axle Vehicle; Winch & A-Frame when used in transporting materials; Ross Carrier; Forklift when used to transport building materials; & Pavement Breaker

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

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons

resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <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) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

3.) If the decision of the Administrator is not favorable, an

interested party may appeal directly to the Administrative
Review Board (formerly the Wage Appeals Board). Write to:

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

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

=====

END OF GENERAL DECISIO"

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
10.8%	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 Fayette County.

PART IV

INSURANCE

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

PART V

BID ITEMS

Section: 0001 - PAVING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	00001		DGA BASE	64,368.00	TON		\$	
0020	00018		DRAINAGE BLANKET-TYPE II-ASPH	24,341.00	TON		\$	
0030	00022		JPC PAVEMENT DRAINAGE BLANKET	97.00	TON		\$	
0040	00100		ASPHALT SEAL AGGREGATE	156.00	TON		\$	
0050	00103		ASPHALT SEAL COAT	20.00	TON		\$	
0060	00190		LEVELING & WEDGING PG64-22	8,537.00	TON		\$	
0070	00212		CL2 ASPH BASE 1.00D PG64-22	2,444.00	TON		\$	
0080	00214		CL3 ASPH BASE 1.00D PG64-22	36,977.00	TON		\$	
0090	00217		CL4 ASPH BASE 1.00D PG64-22	20,219.00	TON		\$	
0100	00219		CL4 ASPH BASE 1.00D PG76-22	7,325.00	TON		\$	
0110	00307		CL2 ASPH SURF 0.38B PG64-22	27.00	TON		\$	
0120	00339		CL3 ASPH SURF 0.38D PG64-22	2,301.00	TON		\$	
0130	00342		CL4 ASPH SURF 0.38A PG76-22	4,331.00	TON		\$	
0140	00356		ASPHALT MATERIAL FOR TACK	255.00	TON		\$	
0150	02069		JPC PAVEMENT-10 IN	251.00	SQYD		\$	
0160	02101		CEM CONC ENT PAVEMENT-8 IN	19.00	SQYD		\$	
0170	02604		FABRIC-GEOTEXTILE CLASS 1A	95,763.00	SQYD		\$	
0180	02676		MOBILIZATION FOR MILL & TEXT	1.00	LS		\$	
0190	02677		ASPHALT PAVE MILLING & TEXTURING	40,198.00	TON		\$	
0200	08100		CONCRETE-CLASS A	177.00	CUYD		\$	
0210	22906ES403		CL3 ASPH SURF 0.38A PG64-22	4,972.00	TON		\$	

Section: 0002 - ROADWAY

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0220	00021		DRAINAGE BLANKET-EMBANKMENT	860.00	CUYD		\$	
0230	00078		CRUSHED AGGREGATE SIZE NO 2	34.00	TON		\$	
0240	01000		PERFORATED PIPE-4 IN	17,732.00	LF		\$	
0250	01001		PERFORATED PIPE-6 IN	1,874.00	LF		\$	
0260	01010		NON-PERFORATED PIPE-4 IN	1,209.00	LF		\$	
0270	01011		NON-PERFORATED PIPE-6 IN	104.00	LF		\$	
0280	01015		INSPECT & CERTIFY EDGE DRAIN SYSTEM	1.00	LS		\$	
0290	01020		PERF PIPE HEADWALL TY 1-4 IN	5.00	EACH		\$	
0300	01028		PERF PIPE HEADWALL TY 3-4 IN	23.00	EACH		\$	
0310	01032		PERF PIPE HEADWALL TY 4-4 IN	6.00	EACH		\$	
0320	01310		REMOVE PIPE	2,874.00	LF		\$	
0330	01634		CAP CURB BOX INLET	7.00	EACH		\$	
0340	01655		REMOVE JUNCTION BOX	1.00	EACH		\$	
0350	01718		REMOVE INLET	20.00	EACH		\$	
0360	01740		CORED HOLE DRAINAGE BOX CON-4 IN	106.00	EACH		\$	
0370	01741		CORED HOLE DRAINAGE BOX CON-6 IN	13.00	EACH		\$	
0380	01787		REMOVE MANHOLE	1.00	EACH		\$	
0390	01810		STANDARD CURB AND GUTTER	12,980.00	LF		\$	
0400	01825		ISLAND CURB AND GUTTER	1,285.00	LF		\$	
0410	01830		STANDARD INTEGRAL CURB	684.00	LF		\$	
0420	01880		BARRIER HEADER CURB	74.00	LF		\$	

Report Date 10/2/23

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0430	01923		STANDARD BARRIER MEDIAN TYPE 5	629.00	SQYD		\$	
			DELINEATOR FOR GUARDRAIL MONO					
0440	01982		DIRECTIONAL WHITE	43.00	EACH		\$	
0450	01984		DELINEATOR FOR BARRIER - WHITE	401.00	EACH		\$	
0460	01985		DELINEATOR FOR BARRIER - YELLOW	873.00	EACH		\$	
0470	02001		CURB TO BARRIER WALL TRANS	4.00	EACH		\$	
0480	02003		RELOCATE TEMP CONC BARRIER	31,080.00	LF		\$	
0490	02006		REMOVE CONCRETE MEDIAN	188.00	LF		\$	
0500	02014		BARRICADE-TYPE III	27.00	EACH		\$	
0510	02159		TEMP DITCH	8,058.00	LF		\$	
0520	02160		CLEAN TEMP DITCH	4,029.00	LF		\$	
0530	02165		REMOVE PAVED DITCH	80.00	SQYD		\$	
0540	02200		ROADWAY EXCAVATION	110,402.00	CUYD		\$	
0550	02203		STRUCTURE EXCAV-UNCLASSIFIED	381.00	CUYD		\$	
0560	02242		WATER	1,526.00	MGAL		\$	
0570	02262		FENCE-WOVEN WIRE TYPE 1	886.00	LF		\$	
0580	02265		REMOVE FENCE	3,514.00	LF		\$	
0590	02274		FENCE-6 FT CHAIN LINK	354.00	LF		\$	
			GUARDRAIL CONNECTOR TO BRIDGE END					
0600	02363		TY A	4.00	EACH		\$	
0610	02367		GUARDRAIL END TREATMENT TYPE 1	1.00	EACH		\$	
0620	02369		GUARDRAIL END TREATMENT TYPE 2A	3.00	EACH		\$	
0630	02381		REMOVE GUARDRAIL	2,398.00	LF		\$	
			GUARDRAIL CONNECTOR TO BRIDGE END					
0640	02387		TY A-1	2.00	EACH		\$	
0650	02391		GUARDRAIL END TREATMENT TYPE 4A	4.00	EACH		\$	
0660	02429		RIGHT-OF-WAY MONUMENT TYPE 1	30.00	EACH		\$	
0670	02432		WITNESS POST	30.00	EACH		\$	
0680	02483		CHANNEL LINING CLASS II	3,275.00	TON		\$	
0690	02484		CHANNEL LINING CLASS III	378.00	TON		\$	
			CLEARING AND GRUBBING					
0700	02545		59 ACRES	1.00	LS		\$	
0710	02555		CONCRETE-CLASS B	440.00	CUYD		\$	
0720	02562		TEMPORARY SIGNS	1,715.00	SQFT		\$	
0730	02585		EDGE KEY	107.00	LF		\$	
0740	02603		FABRIC-GEOTEXTILE CLASS 2	5,345.00	SQYD		\$	
0750	02607		FABRIC-GEOTEXTILE CLASS 2 FOR PIPE	29,736.00	SQYD	\$2.00	\$	\$59,472.00
0760	02611		HANDRAIL-TYPE A-1	850.00	LF		\$	
0770	02625		REMOVE HEADWALL	32.00	EACH		\$	
0780	02650		MAINTAIN & CONTROL TRAFFIC	1.00	LS		\$	
0790	02671		PORTABLE CHANGEABLE MESSAGE SIGN	5.00	EACH		\$	
0800	02690		SAFELoading	98.00	CUYD		\$	
0810	02696		SHOULDER RUMBLE STRIPS	27,066.00	LF		\$	
0820	02701		TEMP SILT FENCE	8,058.00	LF		\$	
0830	02703		SILT TRAP TYPE A	73.00	EACH		\$	
0840	02704		SILT TRAP TYPE B	73.00	EACH		\$	
0850	02705		SILT TRAP TYPE C	73.00	EACH		\$	
0860	02706		CLEAN SILT TRAP TYPE A	73.00	EACH		\$	
0870	02707		CLEAN SILT TRAP TYPE B	73.00	EACH		\$	
0880	02708		CLEAN SILT TRAP TYPE C	73.00	EACH		\$	
0890	02719		SIDEWALK-4 1/2 INCH CONCRETE	3,938.00	SQYD		\$	

Report Date 10/2/23

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0900	02726		STAKING	1.00	LS		\$	
			REMOVE STRUCTURE					
0910	02731		- LEESTOWN ROAD DRAINAGE STRUCTURE STA 88+02	1.00	LS		\$	
0920	02731		REMOVE STRUCTURE					
			- TWIN BRIDGES OVER LEESTOWN ROAD	1.00	LS		\$	
0930	02731		REMOVE STRUCTURE					
			- TWIN BRIDGES OVER NORFOLK SOUTHERN	1.00	LS		\$	
0940	02731		REMOVE STRUCTURE					
			- LEESTOWN ROAD DRAINAGE STRUCTURE STA 110+11	1.00	LS		\$	
0950	02898		RELOCATE CRASH CUSHION	8.00	EACH		\$	
0960	03171		CONCRETE BARRIER WALL TYPE 9T	13,740.00	LF		\$	
0970	03262		CLEAN PIPE STRUCTURE	5.00	EACH		\$	
0980	04810		ELECTRICAL JUNCTION BOX	26.00	EACH		\$	
0990	05950		EROSION CONTROL BLANKET	7,094.00	SQYD		\$	
1000	05952		TEMP MULCH	85,765.00	SQYD		\$	
1010	05953		TEMP SEEDING AND PROTECTION	64,330.00	SQYD		\$	
1020	05963		INITIAL FERTILIZER	7.00	TON		\$	
1030	05964		MAINTENANCE FERTILIZER	4.00	TON		\$	
1040	05985		SEEDING AND PROTECTION	128,648.00	SQYD		\$	
1050	05989		SPECIAL SEEDING CROWN VETCH	28,830.00	SQYD		\$	
1060	05990		SODDING	2,594.00	SQYD		\$	
1070	05992		AGRICULTURAL LIMESTONE	80.00	TON		\$	
1080	06401		FLEXIBLE DELINEATOR POST-M/W	216.00	EACH		\$	
1090	06404		FLEXIBLE DELINEATOR POST-M/Y	69.00	EACH		\$	
1100	06511		PAVE STRIPING-TEMP PAINT-6 IN	260,100.00	LF		\$	
1110	06610		INLAID PAVEMENT MARKER-MW	146.00	EACH		\$	
1120	06612		INLAID PAVEMENT MARKER-BY	237.00	EACH		\$	
1130	06613		INLAID PAVEMENT MARKER-B W/R	588.00	EACH		\$	
1140	08901		CRASH CUSHION TY VI CLASS BT TL2	7.00	EACH		\$	
1150	10020NS		FUEL ADJUSTMENT	221,494.00	DOLL	\$1.00	\$	\$221,494.00
1160	10030NS		ASPHALT ADJUSTMENT	341,652.00	DOLL	\$1.00	\$	\$341,652.00
1170	20099ES842		PAVE MARK TEMP PAINT STOP BAR	747.00	LF		\$	
1180	20100ES842		PAVE MARK TEMP PAINT LINE ARROW	315.00	EACH		\$	
1190	20394ES835		PVC CONDUIT-3 IN- IN MEDIAN BARRIER WALL	5,666.00	LF		\$	
1200	20411ED		LAW ENFORCEMENT OFFICER	200.00	HOURL		\$	
1210	20430ED		SAW CUT	12,037.00	LF		\$	
1220	20432ES112		REMOVE CRASH CUSHION	2.00	EACH		\$	
1230	21119ED		CONCRETE FORM LINER	343.00	SQYD		\$	
1240	21288ND		CONC MEDIAN BARRIER TYPE 12C2-50 IN	762.00	LF		\$	
1250	21802EN		G/R STEEL W BEAM-S FACE (7 FT POST)	3,423.00	LF		\$	
1260	22664EN		WATER BLASTING EXISTING STRIPE	232,050.00	LF		\$	
1270	23158ES505		DETECTABLE WARNINGS	695.00	SQFT		\$	
1280	23274EN11F		TURF REINFORCEMENT MAT 1	17.00	SQYD		\$	
1290	23769EC		ROCK FENCE					
			-REMOVE AND REBUILD	374.00	LF		\$	
1300	23862EC		SILT TRAP TYPE B-PERM	5.00	EACH		\$	
1310	24651ED		CONCRETE ISLAND	11.00	SQYD		\$	
1320	24654ED		SINGLE SLOPE MEDIAN BARRIER	5,490.00	LF		\$	

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1330	24814EC		PIPELINE INSPECTION	11,828.00	LF		\$	
1340	24845EC		UTILITY COORDINATION	1.00	LS		\$	

Section: 0003 - DRAINAGE

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1350	00440		ENTRANCE PIPE-15 IN	30.00	LF		\$	
1360	00499		CULVERT PIPE-48 IN EQUIV	121.00	LF		\$	
1370	00521		STORM SEWER PIPE-15 IN	3,197.00	LF		\$	
1380	00522		STORM SEWER PIPE-18 IN	2,052.00	LF		\$	
1390	00524		STORM SEWER PIPE-24 IN	2,546.00	LF		\$	
1400	00526		STORM SEWER PIPE-30 IN	3,434.00	LF		\$	
1410	00530		STORM SEWER PIPE-48 IN	133.00	LF		\$	
1420	00981		SLOTTED DRAIN PIPE-15 IN	533.00	LF		\$	
1430	01202		PIPE CULVERT HEADWALL-15 IN	2.00	EACH		\$	
1440	01204		PIPE CULVERT HEADWALL-18 IN	4.00	EACH		\$	
1450	01208		PIPE CULVERT HEADWALL-24 IN	1.00	EACH		\$	
1460	01210		PIPE CULVERT HEADWALL-30 IN	1.00	EACH		\$	
1470	01217		PIPE CULVERT HEADWALL-48 IN EQUIV	1.00	EACH		\$	
1480	01374		METAL END SECTION TY 1-30 IN	1.00	EACH		\$	
1490	01450		S & F BOX INLET-OUTLET-18 IN	1.00	EACH		\$	
1500	01452		S & F BOX INLET-OUTLET-30 IN	1.00	EACH		\$	
1510	01456		CURB BOX INLET TYPE A	60.00	EACH		\$	
1520	01480		CURB BOX INLET TYPE B	4.00	EACH		\$	
1530	01487		CURB BOX INLET TYPE F	1.00	EACH		\$	
1540	01490		DROP BOX INLET TYPE 1	1.00	EACH		\$	
1550	01496		DROP BOX INLET TYPE 3	3.00	EACH		\$	
1560	01544		DROP BOX INLET TYPE 11	13.00	EACH		\$	
1570	01568		DROP BOX INLET TYPE 13S	1.00	EACH		\$	
1580	01580		DROP BOX INLET TYPE 15	2.00	EACH		\$	
1590	01581		DROP BOX INLET TYPE 16G	2.00	EACH		\$	
1600	01616		CONC MED BARR BOX INLET TY 14B1	7.00	EACH		\$	
1610	01641		JUNCTION BOX-15 IN	1.00	EACH		\$	
1620	01642		JUNCTION BOX-18 IN	1.00	EACH		\$	
1630	01756		MANHOLE TYPE A	2.00	EACH		\$	
1640	01767		MANHOLE TYPE C	1.00	EACH		\$	
1650	01768		MANHOLE TYPE C MOD	1.00	EACH		\$	
1660	01792		ADJUST MANHOLE	1.00	EACH		\$	
1670	21800EN		BORE AND JACK PIPE-30 IN	60.00	LF		\$	
1680	23126EN		BORE AND JACK PIPE-18 IN	249.00	LF		\$	
1690	23332EC		BORE AND JACK PIPE-42 IN	93.00	LF		\$	

Section: 0004 - BRIDGE - #27060 - NEW CIRCLE RD OVER LEESTOWN RD

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1700	01643		JUNCTION BOX-24 IN	3.00	EACH		\$	
1710	02231		STRUCTURE GRANULAR BACKFILL	777.00	CUYD		\$	

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1720	03299		ARMORED EDGE FOR CONCRETE	249.30	LF		\$	
1730	04741		POLE BASE IN MEDIAN WALL	1.00	EACH		\$	
1740	04797		CONDUIT-3 IN	591.00	LF		\$	
1750	08003		FOUNDATION PREPARATION	1.00	LS		\$	
1760	08020		CRUSHED AGGREGATE SLOPE PROT	618.00	TON		\$	
1770	08033		TEST PILES	60.00	LF		\$	
1780	08039		PRE-DRILLING FOR PILES	546.70	LF		\$	
1790	08046		PILES-STEEL HP12X53	583.00	LF		\$	
1800	08094		PILE POINTS-12 IN	46.00	EACH		\$	
1810	08100		CONCRETE-CLASS A	243.80	CUYD		\$	
1820	08104		CONCRETE-CLASS AA	928.80	CUYD		\$	
1830	08130		MECHANICAL REINF COUPLER #5	54.00	EACH		\$	
1840	08133		MECHANICAL REINF COUPLER #8	34.00	EACH		\$	
1850	08134		MECHANICAL REINF COUPLER #9	32.00	EACH		\$	
1860	08137		MECHANICAL REINF COUPLER #14	86.00	EACH		\$	
1870	08140		MECHANICAL REINF COUPLER #5 EPOXY COATED	28.00	EACH		\$	
1880	08141		MECHANICAL REINF COUPLER #6 EPOXY COATED	790.00	EACH		\$	
1890	08150		STEEL REINFORCEMENT	47,049.00	LB		\$	
1900	08151		STEEL REINFORCEMENT-EPOXY COATED	277,267.00	LB		\$	
1910	20392NS835		ELECTRICAL JUNCTION BOX TYPE C	4.00	EACH		\$	
1920	20637ED		DRILLED SHAFT-ROCK 48 IN	70.00	LF		\$	
1930	20743ED		DRILLED SHAFT 54 IN-SOLID ROCK	4.00	LF		\$	
1940	20745ED		ROCK SOUNDINGS	39.20	LF		\$	
1950	20746ED		ROCK CORINGS	157.50	LF		\$	
1960	21321NC		CSL TESTING (4 TUBES)	7.00	EACH		\$	
1970	22417EN		DRILLED SHAFT-54 IN-COMMON	35.70	LF		\$	
1980	23378EC		CONCRETE SEALING	38,073.00	SQFT		\$	
1990	23780EC		UNDERPASS LIGHTING	1.00	LS		\$	
2000	23963EC		PPC I-BEAM TYPE HN 36-49	2,135.80	LF		\$	
2010	24654ED		SINGLE SLOPE MEDIAN BARRIER	197.00	LF		\$	
2020	25028ED		RAIL SYSTEM SINGLE SLOPE - 40 IN	394.00	LF		\$	

Section: 0005 - BRIDGE - #27061 - NEW CIRCLE RD OVER NORFOLK SOUTHERN RAILR

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
2030	01643		JUNCTION BOX-24 IN	4.00	EACH		\$	
2040	02231		STRUCTURE GRANULAR BACKFILL	540.00	CUYD		\$	
2050	02275		FENCE-8 FT CHAIN LINK	218.00	LF		\$	
2060	03299		ARMORED EDGE FOR CONCRETE	259.90	LF		\$	
2070	04741		POLE BASE IN MEDIAN WALL	2.00	EACH		\$	
2080	04797		CONDUIT-3 IN	660.00	LF		\$	
2090	08003		FOUNDATION PREPARATION	1.00	LS		\$	
2100	08014		REINF CONC SLOPE WALL-4 IN	2,130.00	SQYD		\$	
2110	08020		CRUSHED AGGREGATE SLOPE PROT	106.00	TON		\$	
2120	08100		CONCRETE-CLASS A	371.90	CUYD		\$	
2130	08104		CONCRETE-CLASS AA	1,011.10	CUYD		\$	
2140	08130		MECHANICAL REINF COUPLER #5	40.00	EACH		\$	

Report Date 10/2/23

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
2150	08133		MECHANICAL REINF COUPLER #8	32.00	EACH		\$	
2160	08137		MECHANICAL REINF COUPLER #14	170.00	EACH		\$	
2170	08140		MECHANICAL REINF COUPLER #5 EPOXY COATED	16.00	EACH		\$	
2180	08141		MECHANICAL REINF COUPLER #6 EPOXY COATED	876.00	EACH		\$	
2190	08150		STEEL REINFORCEMENT	80,001.00	LB		\$	
2200	08151		STEEL REINFORCEMENT-EPOXY COATED	421,346.00	LB		\$	
2210	20392NS835		ELECTRICAL JUNCTION BOX TYPE C	4.00	EACH		\$	
2220	20637ED		DRILLED SHAFT-ROCK 48 IN	55.00	LF		\$	
2230	20745ED		ROCK SOUNDINGS	230.30	LF		\$	
2240	20746ED		ROCK CORINGS	266.00	LF		\$	
2250	21321NC		CSL TESTING (4 TUBES)	14.00	EACH		\$	
2260	22585NN		MICROPILE PROOF TEST	4.00	EACH		\$	
2270	23378EC		CONCRETE SEALING	44,933.00	SQFT		\$	
2280	23583EC		DRILLED SHAFT-48 IN-COMMON	114.00	LF		\$	
2290	23584EC		DRILLED SHAFT-42 IN-ROCK	98.00	LF		\$	
2300	23963EC		PPC I-BEAM TYPE HN 36-49	2,379.70	LF		\$	
2310	24006EC		MICROPILE VERIFICATION TEST	2.00	EACH		\$	
2320	24405EC		MECHANICAL REINF COUPLER-#8 EPOXY COATED	4.00	EACH		\$	
2330	24654ED		SINGLE SLOPE MEDIAN BARRIER	220.00	LF		\$	
2340	25028ED		RAIL SYSTEM SINGLE SLOPE - 40 IN	440.00	LF		\$	
2350	25034ED		MICROPILE BOND ZONE	46.00	EACH		\$	
2360	26209EC		MICROPILES-9 5/8 IN-COMMON	1,158.00	LF		\$	
2370	26210EC		MICROPILES-9 5/8 IN-SOLID ROCK	485.00	LF		\$	

Section: 0006 - RCBC - #28763 - 5'X3' LEESTOWN RD STA 110+18.50

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
2380	02403		REMOVE CONCRETE MASONRY	5.70	CUYD		\$	
2390	08003		FOUNDATION PREPARATION	1.00	LS		\$	
2400	08100		CONCRETE-CLASS A	11.10	CUYD		\$	
2410	08150		STEEL REINFORCEMENT	1,470.00	LB		\$	

Section: 0007 - BRIDGE - #28762 - LEESTOWN RD OVER LITTLE COWAN CREEK

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
2420	02403		REMOVE CONCRETE MASONRY	9.90	CUYD		\$	
2430	08003		FOUNDATION PREPARATION	1.00	LS		\$	
2440	08100		CONCRETE-CLASS A	19.40	CUYD		\$	
2450	08150		STEEL REINFORCEMENT	2,459.00	LB		\$	

Section: 0008 - SOLDIER PILE RETAINING WALL - #28765 - NEW CIRCLE RD (RAMP C)

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
2460	02155		PAVED DITCH TYPE 1 MOD	83.00	SQYD		\$	

Report Date 10/2/23

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
2470	08001		STRUCTURE EXCAVATION-COMMON	604.00	CUYD		\$	
2480	08018		RETAINING WALL	2,916.00	SQFT		\$	
2490	08039		PRE-DRILLING FOR PILES	697.00	LF		\$	
2500	21119ED		CONCRETE FORM LINER	303.00	SQYD		\$	
2510	23378EC		CONCRETE SEALING	3,333.00	SQFT		\$	
2520	24375EC		STRUCTURE EXCAVATION-SPECIAL SOLID ROCK	42.00	CUYD		\$	
2530	26129EC		DECORATIVE HANDRAIL	240.00	LF		\$	
2540	26200ED		PILES-STEEL W18 X 97	743.00	LF		\$	

Section: 0009 - SOLDIER PILE RETAINING WALLS - #28766 - NEW CIRCLE RD (RAMP G)

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
2550	02155		PAVED DITCH TYPE 1 MOD	97.00	SQYD		\$	
2560	08001		STRUCTURE EXCAVATION-COMMON	626.00	CUYD		\$	
2570	08018		RETAINING WALL	3,663.00	SQFT		\$	
2580	08039		PRE-DRILLING FOR PILES	292.00	LF		\$	
2590	08051		PILES-STEEL HP14X89	794.00	LF		\$	
2600	21119ED		CONCRETE FORM LINER	364.00	SQYD		\$	
2610	23378EC		CONCRETE SEALING	4,149.00	SQFT		\$	
2620	24375EC		STRUCTURE EXCAVATION-SPECIAL SOLID ROCK	398.00	CUYD		\$	
2630	26129EC		DECORATIVE HANDRAIL	280.00	LF		\$	

Section: 0010 - SOUTH BARRIER WALLS - #28768 - NEW CIRCLE RD

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
2640	08039		PRE-DRILLING FOR PILES	3,863.00	LF		\$	
2650	08050		PILES-STEEL HP14X73	7,999.00	LF		\$	
2660	21590EN		SOUND BARRIER WALL	63,756.00	SQFT		\$	
2670	23378EC		CONCRETE SEALING	129,716.00	SQFT		\$	

Section: 0011 - MSE RETAINING WALL - #28764 - NEW CIRCL RD

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
2680	02203		STRUCTURE EXCAV-UNCLASSIFIED	16,438.00	CUYD		\$	
2690	02223		GRANULAR EMBANKMENT	8,737.00	CUYD		\$	
2700	02611		HANDRAIL-TYPE A-1	745.00	LF		\$	
2710	08018		RETAINING WALL	12,851.00	SQFT		\$	

Section: 0012 - UTILITY - COMMUNICATIONS FIBER OPTIC

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
2720	04795		CONDUIT-2 IN	9,688.00	LF		\$	
2730	04820		TRENCHING AND BACKFILLING	9,261.00	LF		\$	

Report Date 10/2/23

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
2740	17001		EC COMMUNICATIONS PULL BOX	22.00	EACH		\$	
2750	21543EN		BORE AND JACK CONDUIT	427.00	LF		\$	

Section: 0013 - SEWER

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
2760	02690		SAFELOADING	53.40	CUYD		\$	
2770	04871		POLE 35 FT WOODEN	1.00	EACH		\$	
2780	04939		REMOVE POLE	1.00	EACH		\$	
2790	15023		S ENCASEMENT STEEL OPEN CUT RANGE 4	155.00	LF		\$	
2800	15029		S FORCE MAIN AIR RLS/VAC VLV SPCL	1.00	EACH		\$	
2810	15068		S FORCE MAIN SPECIAL 30 INCH PVC	175.00	LF		\$	
2820	15081		S FORCE MAIN TIE-IN SPECIAL 30 INCH	2.00	EACH		\$	
2830	15092		S MANHOLE	18.00	EACH		\$	
2840	15093		S MANHOLE ABANDON/REMOVE	10.00	EACH		\$	
2850	15093		S MANHOLE ABANDON/REMOVE AIR VALVE VAULT	1.00	EACH		\$	
2860	15094		S MANHOLE ADJUST TO GRADE AIR VALVE VAULT	1.00	EACH		\$	
2870	15094		S MANHOLE ADJUST TO GRADE RAISED DURING ROADWAY CONSTRUCTION	2.00	EACH		\$	
2880	15095		S MANHOLE CASTING STANDARD	21.00	EACH		\$	
2890	15099		S MANHOLE TAP EXISTING	2.00	EACH		\$	
2900	15101		S MANHOLE WITH DROP	2.00	EACH		\$	
2910	15104		S PIPE DUCTILE IRON 08 INCH	200.00	LF		\$	
2920	15112		S PIPE PVC 08 INCH	1,250.00	LF		\$	
2930	15114		S PIPE PVC 12 INCH	178.00	LF		\$	
2940	15593		S PIPE SPECIAL INST RECONNECT 8 INCH PVC - PARCEL 38	5.00	LF		\$	

Section: 0014 - SIGNING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
2950	04904		BARRIER MOUNTING BRACKET	2.00	EACH		\$	
2960	06400		GMSS GALV STEEL TYPE A	10,747.00	LB		\$	
2970	06405		SBM ALUMINUM PANEL SIGNS	2,957.75	SQFT		\$	
2980	06406		SBM ALUM SHEET SIGNS .080 IN	810.56	SQFT		\$	
2990	06407		SBM ALUM SHEET SIGNS .125 IN	1,398.25	SQFT		\$	
3000	06410		STEEL POST TYPE 1	2,005.00	LF		\$	
3010	06441		GMSS GALV STEEL TYPE C	11,397.00	LB		\$	
3020	06448		SIGN BRIDGE ATTACHMENT BRACKET	2.00	EACH		\$	
3030	06451		REMOVE SIGN SUPPORT BEAM	20.00	EACH		\$	
3040	06490		CLASS A CONCRETE FOR SIGNS	70.00	CUYD		\$	
3050	06491		STEEL REINFORCEMENT FOR SIGNS	3,528.00	LB		\$	
3060	20418ED		REMOVE & RELOCATE SIGNS	3.00	EACH		\$	
3070	20419ND		ROADWAY CROSS SECTION	3.00	EACH		\$	
3080	21373ND		REMOVE SIGN	2.00	EACH		\$	

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
3090	21596ND		GMSS TYPE D	20.00	EACH		\$	
3100	24631EC		BARCODE SIGN INVENTORY	255.00	EACH		\$	

Section: 0015 - SIGNALIZATION

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
3110	04811		ELECTRICAL JUNCTION BOX TYPE B	4.00	EACH		\$	
3120	04845		CABLE-NO. 14/7C	23,273.00	LF		\$	
3130	04881		MAST ARM POLE	12.00	EACH		\$	
3140	04886		MESSENGER-15400 LB	1,305.00	LF		\$	
3150	04932		INSTALL STEEL STRAIN POLE	12.00	EACH		\$	
3160	06472		INSTALL SPAN MOUNTED SIGN	30.00	EACH		\$	
3170	20093NS835		INSTALL PEDESTRIAN HEAD-LED	44.00	EACH		\$	
3180	20188NS835		INSTALL LED SIGNAL-3 SECTION	64.00	EACH		\$	
3190	20189NS835		INSTALL LED SIGNAL-5 SECTION	1.00	EACH		\$	
3200	20266ES835		INSTALL LED SIGNAL- 4 SECTION	9.00	EACH		\$	
3210	20391NS835		ELECTRICAL JUNCTION BOX TYPE A	6.00	EACH		\$	
3220	20392NS835		ELECTRICAL JUNCTION BOX TYPE C	4.00	EACH		\$	
3230	20631ND		INSTALL POLE MOUNTED SIGN	13.00	EACH		\$	
3240	21743NN		INSTALL PEDESTRIAN DETECTOR	44.00	EACH		\$	
3250	22631NN		INSTALL MAST ARM POLE	12.00	EACH		\$	
3260	22939ND		INSTALL LUMINAIRE POLE	2.00	EACH		\$	
3270	23157EN		TRAFFIC SIGNAL POLE BASE	112.07	CUYD		\$	
3280	23206EC		INSTALL CONTROLLER CABINET	5.00	EACH		\$	
3290	23235EC		INSTALL PEDESTAL POST	19.00	EACH		\$	
3300	23982EC		INSTALL ANTENNA	5.00	EACH		\$	
3310	24901EC		PVC CONDUIT-2 IN-SCHEDULE 80	1,109.00	LF		\$	
3320	24902EC		PVC CONDUIT-3 IN-SCHEDULE 80	2,444.00	LF		\$	
3330	24908EC		INSTALL SIGNAL CONTROLLER-TY ATC	5.00	EACH		\$	
3340	24937EC		INSTALL EXTERNAL UPS SYSTEM CABINET	1.00	EACH		\$	
3350	24955ED		REMOVE SIGNAL EQUIPMENT	6.00	EACH		\$	
3360	26119EC		INSTALL RADAR PRESENCE DETECTOR TYPE A	32.00	EACH		\$	

Section: 0016 - LIGHTING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
3370	01643		JUNCTION BOX-24 IN	34.00	EACH		\$	
3380	04700		POLE 30 FT MTG HT	42.00	EACH		\$	
3390	04701		POLE 40 FT MTG HT	59.00	EACH		\$	
3400	04721		BRACKET 6 FT	8.00	EACH		\$	
3410	04722		BRACKET 8 FT	4.00	EACH		\$	
3420	04723		BRACKET 10 FT	33.00	EACH		\$	
3430	04724		BRACKET 12 FT	8.00	EACH		\$	
3440	04725		BRACKET 15 FT	14.00	EACH		\$	
3450	04740		POLE BASE	90.00	EACH		\$	
3460	04741		POLE BASE IN MEDIAN WALL	34.00	EACH		\$	

Report Date 10/2/23

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
3470	04750		TRANSFORMER BASE	67.00	EACH		\$	
3480	04760		POLE W/SECONDARY CONTROL EQUIP	3.00	EACH		\$	
3490	04761		LIGHTING CONTROL EQUIPMENT	2.00	EACH		\$	
3500	04780		FUSED CONNECTOR KIT	140.00	EACH		\$	
3510	04795		CONDUIT-2 IN	2,216.00	LF		\$	
3520	04820		TRENCHING AND BACKFILLING	14,445.00	LF		\$	
3530	04832		WIRE-NO. 12	16,920.00	LF		\$	
3540	04833		WIRE-NO. 8	58,230.00	LF		\$	
3550	04835		WIRE-NO. 4	7,830.00	LF		\$	
3560	20391NS835		ELECTRICAL JUNCTION BOX TYPE A	28.00	EACH		\$	
3570	20392NS835		ELECTRICAL JUNCTION BOX TYPE C	9.00	EACH		\$	
3580	24589ED		LED LUMINAIRE	101.00	EACH		\$	
3590	24900EC		PVC CONDUIT-1 1/4 IN-SCHEDULE 80	12,770.00	LF		\$	

Section: 0017 - MISCELLANEOUS - MARKINGS & STRIPING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
3600	06533		PAVE STRIPING REMOVAL-12 IN	1,038.00	LF		\$	
3610	06542		PAVE STRIPING-THERMO-6 IN W	48,036.00	LF		\$	
3620	06543		PAVE STRIPING-THERMO-6 IN Y	26,500.00	LF		\$	
3630	06546		PAVE STRIPING-THERMO-12 IN W	3,757.00	LF		\$	
3640	06547		PAVE STRIPING-THERMO-12 IN Y	53.00	LF		\$	
3650	06566		PAVE MARKING-THERMO X-WALK-12 IN	4,260.00	LF		\$	
3660	06568		PAVE MARKING-THERMO STOP BAR-24IN	1,010.00	LF		\$	
3670	06573		PAVE MARKING-THERMO STR ARROW	53.00	EACH		\$	
3680	06574		PAVE MARKING-THERMO CURV ARROW	78.00	EACH		\$	
3690	06575		PAVE MARKING-THERMO COMB ARROW	18.00	EACH		\$	
3700	06576		PAVE MARKING-THERMO ONLY	5.00	EACH		\$	
3710	20782NS714		PAVE MARKING THERMO-BIKE	25.00	EACH		\$	
3720	21417ES717		PAVE MARK THERMO CONE CAP-SOLID YELLOW	114.00	SQFT		\$	
3730	23871EC		PAVE STRIPE-WET REF TAPE-6 IN Y	394.00	LF		\$	
3740	23872EC		PAVE STRIPE-WET REF TAPE-6 IN W	591.00	LF		\$	
3750	23875NC		REMOVE THERMOPLASTIC ARROWS	3.00	EACH		\$	
3760	24386EC		PAVE MARKING THERMO-BIKE LANE ARROW	25.00	EACH		\$	
3770	24679ED		PAVE MARK THERMO CHEVRON	1,565.00	SQFT		\$	
3780	24683ED		PAVE MARKING-THERMO DOTTED LANE EXTEN	2,111.00	LF		\$	
3790	24689EC		PAVE MARK THERMO-WRONG WAY ARROW	3.00	EACH		\$	
3800	26192EC		PAVE MARKING-THERMO SHARED LANE MARKING	1.00	EACH		\$	

Section: 0018 - TRAINEES

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
3810	02742		TRAINEE PAYMENT REIMBURSEMENT GROUP 2, 3, 4 OPERATOR	1,400.00	HOURL		\$	

Section: 0019 - DEMOBILIZATION &/OR MOBILIZATION

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
3820	02568		MOBILIZATION	1.00	LS		\$	
3830	02569		DEMOBILIZATION	1.00	LS		\$	