

CALL NO. 106

CONTRACT ID. 235328

TRIGG COUNTY

FED/STATE PROJECT NUMBER STP BRZ 9030 (441)

DESCRIPTION KY 525

WORK TYPE BRIDGE REPLACEMENT

PRIMARY COMPLETION DATE 8/1/2024

LETTING DATE: November 16,2023

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN STANDARD TIME November 16,2023. Bids will be publicly announced at 10:00 AM EASTERN STANDARD TIME.

PLANS AVAILABLE FOR THIS PROJECT.

DBE CERTIFICATION REQUIRED - 5%

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

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ADMINISTRATIVE DISTRICT - 01

CONTRACT ID - 235328 STP BRZ 9030 (441) COUNTY - TRIGG

PCN - BR11105252300 STP BRZ 9030 (441)

KY 525 (MP 7.05) REPLACE BRIDGE ON KY 525 OVER UNNAMED STREAM (111B00031N) (MP 7.11), A DISTANCE OF 0.06 MILES.BRIDGE REPLACEMENT SYP NO. 01-10183.00.

GEOGRAPHIC COORDINATES LATITUDE 36:46:21.00 LONGITUDE 87:45:03.00 ADT 570

COMPLETION DATE(S):

COMPLETED BY 08/01/2024

APPLIES TO ENTIRE CONTRACT

CONTRACT NOTES

PROPOSAL ADDENDA

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

BID SUBMITTAL

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

JOINT VENTURE BIDDING

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

UNDERGROUND FACILITY DAMAGE PROTECTION

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

REGISTRATION WITH THE SECRETARY OF STATE BY A FOREIGN ENTITY

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

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

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

SPECIAL NOTE FOR PROJECT QUESTIONS DURING ADVERTISEMENT

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

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

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

HARDWOOD REMOVAL RESTRICTIONS

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

INSTRUCTIONS FOR EXCESS MATERIAL SITES AND BORROW SITES

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

ACCESS TO RECORDS

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

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

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

BOYCOTT PROVISIONS

If applicable, the contractor represents that, pursuant to <u>KRS 45A.607</u>, 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 <u>KRS 11A.236</u> 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 <u>KRS 45A.328</u>, 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

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

10/26/2023

1.0 BUY AMERICA REQUIREMENT.

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

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

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

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

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

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

Use foreign materials only under the following conditions:

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

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

2.0 - BUILD AMERICA, BUY AMERICA (BABA)

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

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

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

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.

<u>Buy America - Construction Program Guide - Contract Administration - Construction - Federal Highway Administration (dot.gov)</u>

October 26, 2023 Letting

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

10/26/2023

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.

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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.

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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 <u>APPROVED</u> 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 certainly whether they were interested. If a reasonable amount of DBEs within the targeted districts do not provide an intent to quote or no DBEs are prequalified in the subcontracted areas, the bidder must notify the Disadvantaged Enterprise Business Liaison Officer (DEBLO) in the Office for Civil Rights and Small Business Development to give notification of the bidder's inability to get DBE quotes;
- 5. Whether the bidder selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise perform these work items with its own forces;
- 6. Whether the bidder provided interested DBEs with adequate and timely information about the plans, specifications, and requirements of the contract;
- 7. Whether the bidder negotiated in good faith with interested DBEs not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached;
- 8. Whether quotations were received from interested DBE firms but were rejected as unacceptable without sound reasons why the quotations were considered unacceptable. The fact that the DBE firm's quotation for the work is not the lowest quotation received will not in itself be considered as a sound reason for rejecting the quotation as unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a DBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy DBE goals;
- 9. Whether the bidder specifically negotiated with subcontractors to assume part of the responsibility to meet the contract DBE goal when the work to be subcontracted includes potential DBE participation;
- 10. Whether the bidder made any efforts and/or offered assistance to interested DBEs in obtaining the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal; and
- 11. Any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include DBE participation.

FAILURE TO MEET GOOD FAITH REQUIREMENT

Where the apparent lowest responsive bidder fails to submit sufficient participation by DBE firms to meet the contract goal and upon a determination by the Good Faith Committee based upon the information submitted that the apparent lowest responsive bidder failed to make sufficient reasonable efforts to meet the contract goal, the bidder will be offered the opportunity to meet in person for administrative reconsideration. The bidder will be notified of the Committee's decision within 24 hours of its decision. The bidder will have 24 hours to request reconsideration of the Committee's decision. The reconsideration meeting will be held within two days of the receipt of a request by the bidder for reconsideration.

The request for reconsideration will be heard by the Office of the Secretary. The bidder will have the opportunity to present written documentation or argument concerning the issue of whether it met the goal or made an adequate good faith effort. The bidder will receive a written decision on the reconsideration explaining the basis for the finding that the bidder did or did not meet the goal or made adequate Good Faith efforts to do so.

The result of the reconsideration process is not administratively appealable to the Cabinet or to the United States Department of Transportation.

The Cabinet reserves the right to award the contract to the next lowest responsive bidder or to rebid the contract in the event that the contract is not awarded to the low bidder as the result of a failure to meet the good faith requirement.

SANCTIONS FOR FAILURE TO MEET DBE REQUIREMENTS OF THE PROJECT

Failure by the prime contractor to fulfill the DBE requirements of a project under contract or to demonstrate good faith efforts to meet the goal constitutes a breach of contract. When this occurs, the Cabinet will hold the prime contractor accountable, as would be the case with all other contract provisions. Therefore, the contractor's failure to carry out the DBE contract requirements shall constitute a breach of contract and as such the Cabinet reserves the right to exercise all administrative remedies at its disposal including, but not limited to the following:

- Suspension of Prequalification;
- Disallow credit toward the DBE goal;
- Withholding progress payments;
- Withholding payment to the prime in an amount equal to the unmet portion of the contract goal; and/or
- Termination of the contract.

PROMPT PAYMENT

The prime contractor will be required to pay the DBE and Non-DBE Subcontractors within seven (7) working days after he or she has received payment from the Kentucky Transportation Cabinet for work performed or materials furnished.

CONTRACTOR REPORTING

All contractors must keep detailed records and provide reports to the Cabinet on their progress in meeting the DBE requirement on any highway contract. These records may include, but shall not be limited to payroll, lease agreements, cancelled payroll checks, executed subcontracting agreements, etc. Prime contractors will be required to complete and submit a <u>signed and notarized</u> Affidavit of Subcontractor Payment (<u>TC 18-7</u>) 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 Bynes. Mr. Bynes' current contact information is email address – melvin.bynes2@ky.gov and the telephone number is (502) 564-3601.

DEFAULT OR DECERTIFICATION OF THE DBE

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

PROHIBITION ON TELECOMMUNICATIONS EQUIPMENT OR SERVICES

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

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

Revised: 7/21/2023

<u>LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – CARGO PREFERENCE ACT (CPA).</u>

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

SECTION 7 is expanded by the following new Article:

102.10 <u>Cargo Preference Act – Use of United States-flag vessels.</u>

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.

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ASPHALT MIXTURE

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

DGA BASE

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

DGA BASE FOR SHOULDERS

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

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

INCIDENTAL SURFACING

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

OPTION B

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

SPECIAL NOTE FOR TRAFFIC CONTROL ON BRIDGE REPAIR CONTRACTS

I. TRAFFIC CONTROL GENERAL

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

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

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

II. TRAFFIC COORDINATOR

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

III. SIGNS

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

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

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

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

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

IV. TEMPORARY PAVEMENT STRIPING

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

V. PROJECT PHASING & CONSTRUCTION PROCEDURES

Project phasing shall be as directed by the plans, special notes, and the approved Traffic Control Plan prepared by the contractor. Maintain traffic over the bridge as long as possible. Once work on the structure begins that impacts traffic, ensure work progresses to minimize the effected time to the public. All materials that must be made specific for the project should be ordered and made prior to closure of the bridge or implementation of bi-directional lane closures so that delivery does not delay progress of the work, unless approved by the Engineer. If the bridge is reopened prior to safety devices being in place, an approved protective barrier wall shall be placed in accordance with the standard drawings. Contrary to standard specifications, no direct payment would be made for the barrier wall and will be considered incidental to "Maintain and Control Traffic".

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

VI. PAVEMENT DROP-OFF

Less than two inches - no protection required. Warning signs should be placed in advance and throughout the drop-off area.

Two to four inches - plastic drums, vertical panels or barricades every 100 feet on tangent sections for speeds of 50 mph or greater. Cones may be used in place of plastic drums, panels, and barricades during daylight hours. For tangent sections with speeds less than 50 mph and curves devices should be placed every 50 feet. Spacing of devices on tapered sections should be in accordance with the manual on uniform traffic control devices, current edition.

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

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

VII. VARIABLE MESSAGE SIGNS AND TEMPORARY TRAFFIC SIGNALS

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

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

VIII. BARRICADES

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

VIII. DETOUR AND ON-SITE DIVERSIONS

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

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

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

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

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

IX. PAYMENT

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

- 1. Portable Changeable Message Boards Each
- 2. Maintain and Control Traffic Lump Sum

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

SPECIAL NOTE FOR CONCRETE SEALING

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

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

This work consists of:

- 1. Furnish all labor, materials, tools, equipment, and incidental items necessary to complete the work.
- 2. Provide safe access to the bridge, in accordance with Section 107.01.01, for the Engineer to sound possible repair areas and for workers to complete the construction.
- 3. Repair cracks as applicable in accordance with the Special Note for Epoxy Injection Crack Repair.
- 4. Repair delaminated or spalled areas as applicable in accordance with the Special Note for Concrete Patching.
- 5. Apply Ordinary Surface Finish
- 6. Prepare the surfaces to receive sealing.
- 7. Apply concrete sealing.
- 8. Any other work as specified as part of this contract.

II. MATERIALS.

A. Sealer. Use one of the following:

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

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

% Silane	Coverage rate (ft²/gallon)
100	300
40	120
20	60

III. CONSTRUCTION.

- **A. Perform Concrete Repairs.** Repair concrete surface in accordance with the Special Note for Epoxy Injection Crack Repair and/or the Special Note for Concrete Patching Repair if included in the contract documents.
- Curing Compound. Contrary to Section 609.03.12 of the specifications, curing В. compound is not to be used on the deck due to potentially causing issues with the concrete sealer. During the deck pour, finishing, and tining operations the Class AA concrete shall be kept continuously moist with the use of a mister until burlap or curing blankets are applied to the surface. At no point should water be pooling or running off the surface or the surface of the concrete be allowed to become dry. After the burlap or curing blankets are installed, cure in accordance with the specifications. Include all costs in the unit price bid for Class AA concrete. Failure to properly cure the concrete in accordance with this note and the specifications may result in weakened or cracked concrete. If the concrete is weakened or cracked due to improper curing, the contractor will be responsible for providing alternates to fix the issues to the Engineer for review and the contractor will be solely responsible for all costs to do so, up to complete replacement. Do not begin any construction on fixing any issues without approval of the Engineer.
- C. Apply Ordinary Surface Finish. In addition to new concrete, areas receiving epoxy injection, concrete patching, and other surface imperfections, including areas of minor cracking, should receive Ordinary Surface Finish in accordance with Section 601.03.18 of the Standard Specifications. Existing structural items not newly placed, patched, or repaired may be exempt from Ordinary Surface Finish. Use mortar of the same cement and fine aggregate as the concrete patching, or as directed by the Engineer. Payment will be incidental to Concrete Sealing. Finish surface of bridge decks in accordance with Section 609 of the Standard Specifications.

D. Areas to Receive Concrete Sealing:

1. Every exposed surface above a point 6" below ground or fill line of abutments, wing walls, end bent and pier caps, pedestals, back walls, columns, and exposed footings.

- 2. All exposed surfaces of concrete deck, barrier walls, parapets, curbs, and plinths.
- 3. Prestressed Concrete I-Girders, Concrete Beams, and Spread Prestressed Concrete Box Beams: The underneath surfaces of slab overhangs outside of exterior concrete girders and to the exterior side and bottom of exterior concrete girders and beams.
- 4. Adjacent Prestressed Concrete Composite Box Beams: Full length of the exterior face of all exterior beams from the top of the box beam to 1'-0" underneath the beams.
- 5. Prestressed Non-Composite Box Beams: All faces of all beams, excluding surfaces to be covered with a waterproofing membrane. Take care to ensure that the grout pockets are not sealed.
- 6. If the contract documents include the Special Note for Concrete Coating, do not apply concrete sealer to the areas where Concrete Coating is specified.
- E. Cleaning the Concrete Surfaces to be sealed. Dry clean the concrete to remove all loose debris. Remove all visible hydrocarbons from the surface with detergent approved by the manufacturer of the deck sealant. Pressure wash all surfaces to be sealed at 2000 to 3000 psi. Install pressure gauges at each wand to verify pressure. Use 30° fan tip or as recommended by the manufacturer of the sealant. Hold pressure washing wand a minimum of 45° from the surfaces with a maximum stand-off distance of 12 inches.
- F. **Sealing the Concrete.** Allow new concrete to cure a minimum 28 days prior to application of sealer. Monitor weather conditions prior to sealer application. Refer to manufacturer's recommendations for proper ambient conditions. Do not apply sealer if precipitation is anticipated within the time stated by the manufacturer. Allow the concrete to dry 24 hours (after washing or rain event) before sealer application. The bridge deck can be reopened to traffic while drying. Sealer must be applied within 48 hours of washing or the concrete must be rewashed. Divide the concrete into predefined areas of specific square footage to aid in determining usage. Comply with manufacturer's usage recommendation. Using a lowpressure 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.
- **G. Inspection:** Monitor all aspects of the project to assure compliance to this specification. Observe and document general conditions during the entirety of the project. Verify that each phase of work has been satisfactorily completed prior to beginning the next phase. Phases are described as follows:
 - 1. Dry cleaning to remove loose debris, verify and document: a. All debris has been removed and disposed of properly.
 - 2. Removal of hydrocarbons, verify and document:

- a. The manufacturer's recommended detergent is used for removal.
- b. Hydrocarbons have been satisfactorily removed.
- 3. Pressure washing, verify and document:
 - a. Washing pressure at the wand.
 - b. Tip size used.
 - c. Wash angle and stand-off distance.
 - d. The concrete is satisfactorily cleaned.
- 4. Sealer application, verify and document:
 - a. Proper cure time for new concrete.
 - b. Concrete surface is dry.
 - c. Document time since washed.
 - d. Was the bridge deck opened to traffic after washing?
 - e. Document ambient temperature, surface temperature, relative humidity, and dew point.
 - f. Application and distribution method.
 - g. Coverage to be complete and even.
 - h. Material is not allowed to remain pooled.
 - i. Monitor material usage.
 - j. No traffic on the bridge decks until proper cure time is allowed.

IV. MEASUREMENT

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

V. PAYMENT

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

SPECIAL NOTE FOR FOUNDATION PREPARATION

Foundation Preparation. For projects involving the removal and replacement of the asphalt and backfill behind the existing abutments and new abutments or end bents, the required excavation, geotextile fabric Class 1, 4" perforated pipe, and new Structural Granular Backfill as shown in Figure 1 as well as any excavation and grading needed to shape the bridge approaches to match the existing roadway template, will be paid for by the bid item for Foundation Preparation. See Special Provision 69 and the Standard Drawings regarding additional construction details as required.

Backfill material used behind newly constructed abutments on county routes may be constructed with Type III soil backfill. All existing abutments, abutments on state routes, and newly constructed or existing bents must be backfilled with material meeting Structural Granular Backfill specifications.

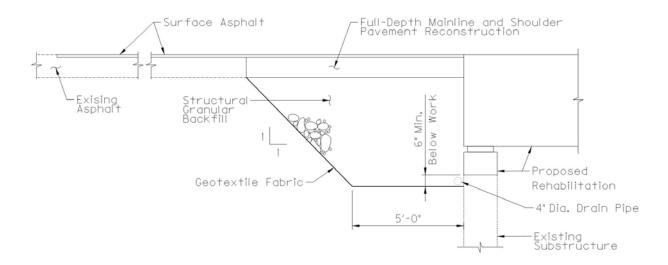


Figure 1: Detail showing proposed work for deck and superstructure replacements

I. MEASUREMENT

A. Foundation Preparation: See Section 603.

II. PAYMENT

A. Foundation Preparation: See Section 603. Payment for Structural Granular Backfill or Type III soil backfill to be incidental to Foundation Preparation.

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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.
- 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.)
 - 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.
- 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.
- 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.

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- 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:

/MIN/SPEED/**MPH/ /KEEP/RIGHT/⇒⇒⇒/ /KEEP/LEFT/⇐⇐⇐/ /ICY/BRIDGE/AHEAD/ /ONE LANE/BRIDGE/AHEAD/ /LOOSE/GRAVEL/AHEAD/ /RD WORK/NEXT/**MILES/ /ROUGH/ROAD/AHEAD/ /MERGING/TRAFFIC/AHEAD/ /TWO WAY/TRAFFIC/AHEAD/ /NEXT/***/MILES/ /PAINT/CREW/AHEAD/ /HEAVY/TRAFFIC/AHEAD/ /REDUCE/SPEED/**MPH/ /SPEED/LIMIT/**MPH/ /BRIDGE/WORK/***0 FT/ /BUMP/AHEAD/ /MAX/SPEED/**MPH/ /TWO/WAY/TRAFFIC/ /SURVEY/PARTY/AHEAD/

*Insert numerals as directed by the Engineer.

Add other messages during the project when required by the Engineer.

2.3 Power.

- 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 the actual number of individual signs acceptably furnished and operated during

1I 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>	Pay Item	Pay Unit
02671	Portable Changeable Message Sign	Each

Effective June 15, 2012

SPECIAL NOTE

ADDITIONAL ENVIRONMENTAL COMMITMENTS

In addition to the other environmental commitments listed in this contract, the following commitments also apply as this is a federally funded undertaking as defined in Section 106 of the National Historic Preservation Act.

1. KYTC has completed a Phase 1 archaeological survey for a site-specific area surrounding the bridge. The cleared area is illustrated on the exhibit attached to this note and referred to herein and elsewhere in the bid documents as the "Environmentally Cleared Area (ECA)." Likewise, any areas that must be avoided have been labeled "Do Not Disturb."

If the Contractor deems it necessary to use additional areas outside the ECA for any purpose, *e.g.*, laydown yards, vehicle parking, parking cranes, delivering beams, borrow areas, waste areas, *etc.*, the Contractor must first get a written agreement with the landowner (assuming the additional area is outside the right-of- way). Then the Contractor shall seek approval of the use of the site, whether within or outside the right-of-way, by both KYTC Division of Environmental Analysis (DEA) and the GEC Environmental Lead Tom Springer at tspringer@qk4.com.

The Contractor shall provide a map of the area(s) to be used, including access points, and property-owner agreements. The Environmental Team will complete initial field investigations for archaeological, historical, ecological, and other environmental clearances. If any potentially significant site or resources are found, KYTC has the right to deny the use of the proposed site. The maps and property owner agreements are to be submitted at least ten (10) business days prior to the Preconstruction Conference, or sixty (60) days prior to the Contractors access to the site, for coordination and review by KYTC DEA and the Project Team.

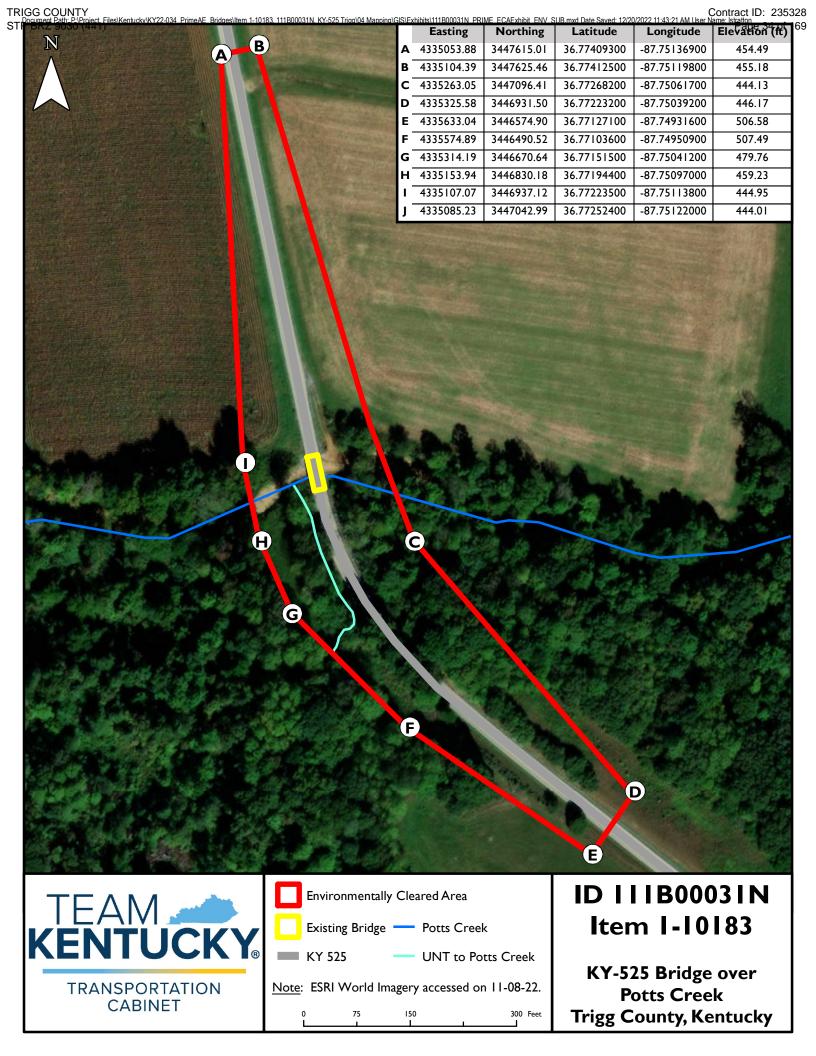
Liquidated Damages in the amount of \$50,000 will be assessed whenever the Contractor has used any restricted areas. The fee will be assessed on a per bridge basis, whether the contract involves bridge bundles or a single bridge. In addition, all fines, fees, penalties, remediation costs, and other damages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

2. If human remains are encountered during project activities, all work should be immediately stopped in the area. The area should be cordoned off, and, in accordance with KRS 72.020, the county coroner and local law enforcement must be contacted immediately. Upon confirmation that the human remains are not of forensic interest, the unanticipated discovery must be reported to the Kentucky Heritage Council at (502) 892-3614, the Office of State Archaeology at (859) 257-1944, and KYTC DEA (502) 564-7250.

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

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

Questions regarding this note should be directed to Danny Peake, Director, KYTC Division of Environmental Analysis, 200 Mero Street, Frankfort, KY 40601, Phone (502) 564-7250.



SPECIAL NOTE

BRIDGE DEMOLITION OR RENOVATION AND LEAD PAINT

KYTC has completed a pre-demolition survey of the bridge the revealed the presence of lead paint. Survey results are included with the bid documents.

If the project includes bridge demolition or renovation, the successful bidder is required to implement the following measures during construction:

- 1. Provide protection for workers exposed "lead or materials containing lead are present" as required by OSHA 29 CFR 1926.62(a).
- 2. Place tarping / netting under the bridge to minimize debris deposition in the stream.
- 3. Collect, store, and arrange for transportation of all hazardous waste material to an approved recycling facility in accordance with applicable local, State and Federal Regulations.
- 4. Containerize paint waste generated in drums stored in a designated chain link fence containment that is inspected weekly by a representative of the generator.
- 5. KYTC will be the Generator of Record for the recycling of the materials.

Questions regarding this note should be directed to Danny Peake, Director, KYTC Division of Environmental Analysis, 200 Mero Street, Frankfort, KY 40601, Phone (502) 564-7250.



LEAD PAINT INSPECTION REPORT

Prepared for: Aaron Detjen, PE, RSPI

WSP USA, Inc.

Prepared by: Jared Looney, EIT

Structure ID: 111B00031N, Item 1-10183

KY-525 over Potts Creek Trigg County, Kentucky

Prepared: December 10, 2022

Third Rock Consultants, LLC (Third Rock) was retained to conduct a pre-demolition lead paint survey for the above-referenced project. Based on the Bridge Inspection Report from Kentucky Transportation Cabinet, the bridge appears to have been constructed in 1960.

INSPECTION METHODOLOGY

The bridge was inspected for lead-based paint (LBP) and other surface coatings on November 21, 2022. Approximately 1,850 square feet of painted surface was observed on the seven (7) metal girder beams and one (1) metal cross girder, all of which appeared to have the same paint history. Paint was blueish grey in color, with an orange layer under the current coat in areas of deterioration. One (1) paint chip sample (Sample ID 1-10183-2) was collected from the outer side of the easternmost girder beam near the southern abutment, as shown in the attached photo log.

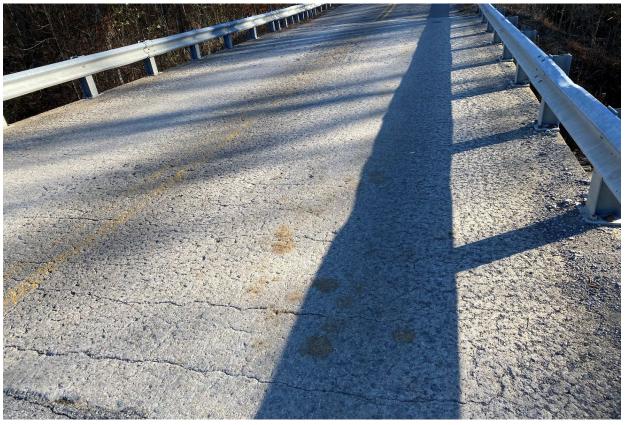
FINDINGS

Laboratory analysis of Sample 1-10183-2 revealed the painted surface of structural metal below the bridge deck contained 23% lead by weight. The Lead-Based Paint Poisoning Prevention Act defines LBP as paint or other surface coatings that contain equal to or greater than 1.0 milligram of lead per square centimeter by X-ray fluorescence (XRF) analysis or 0.5% (5,000 ppm) lead by weight. Additionally, the Occupational Safety and Health Administration (OSHA) regulates worker exposure to lead and requires worker protection "where lead is present" (29 CFR 1926.62).

LIMITATIONS

The findings and conclusions of this report are based solely on the conditions present at the structure during the inspection date. Although great care has been taken by Third Rock to conduct a thorough, accurate inspection and report, Third Rock disclaims any and all liability for any errors, omissions, or inaccuracies in the information provided, whether due to inadvertence or otherwise, and for any consequence arising therefrom. The information provided hereunder neither claims to be nor constitutes legal or medical advice. Third Rock shall not be liable for any special, consequential, or exemplary damages resulting, in whole or in part, from the customer's use of the information. Liability on the part of Third Rock is limited to the monetary value paid for this report.

KY-525, Trigg County, Kentucky



I - IMG_2642 Bridge Surface - Facing S.JPG



2 - IMG_2639 Bridge Below Deck - Facing N.JPG



3 - IMG_2638 Metal Girders - Facing S - Sample 1-10183-2.jpg



Microbac Laboratories, Inc., Louisville

CERTIFICATE OF ANALYSIS L2K1053

Project Description

KY22-034

For:

Jared Looney

Third Rock Consultants

2526 Regency RD STE 180

Lexington, KY 40503

Customer Relationship Associate
Crystal Williams

Friday, December 9, 2022

Please find enclosed the analytical results for the samples you submitted to Microbac Laboratories. Review and compilation of your report was completed by Microbac Laboratories, Inc., Louisville. If you have any questions, comments, or require further assistance regarding this report, please contact your service representative listed above.

I certify that all test results meet all of the requirements of the accrediting authority listed within this report. Analytical results are reported on a 'as received' basis unless specified otherwise. Analytical results for solids with units ending in (dry) are reported on a dry weight basis. A statement of uncertainty for each analysis is available upon request. This laboratory report shall not be reproduced, except in full, without the written approval of Microbac Laboratories. The reported results are related only to the samples analyzed as received.

Microbac Laboratories, Inc.

Contract ID: 235328 Page 41 of 169



Microbac Laboratories, Inc., Louisville CERTIFICATE OF ANALYSIS

L2K1053

Third Rock Consultants

Project Name: KY22-034

Jared Looney 2526 Regency RD STE 180 Lexington, KY 40503 Project / PO Number: N/A Received: 11/23/2022 Reported: 12/09/2022

Sample Summary Report

Sample Name	Laboratory ID	Client Matrix	Sample Type	Sample Begin	Sample Taken	Lab Received
1-10102-1	L2K1053-01	Solid	Grab		11/21/22 12:30	11/23/22 12:00
1-10102-2	L2K1053-02	Solid	Grab		11/21/22 12:30	11/23/22 12:00
1-10102-3	L2K1053-03	Solid	Grab		11/21/22 12:30	11/23/22 12:00
1-10102-4	L2K1053-04	Solid	Grab		11/21/22 12:30	11/23/22 12:00
1-10175-1	L2K1053-05	Solid	Grab		11/21/22 13:20	11/23/22 12:00
1-10175-2	L2K1053-06	Solid	Grab		11/21/22 13:20	11/23/22 12:00
1-10175-3	L2K1053-07	Solid	Grab		11/21/22 13:20	11/23/22 12:00
1-10183-1	L2K1053-08	Solid	Grab		11/21/22 14:30	11/23/22 12:00
1-10183-2	L2K1053-09	Solid	Grab		11/21/22 14:30	11/23/22 12:00

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Microbac Laboratories, Inc., Louisville CERTIFICATE OF ANALYSIS L2K1053

Analytical Testing Parameters

 Client Sample ID:
 1-10102-1

 Sample Matrix:
 Solid
 Collected By:
 CUSTOMER

 Lab Sample ID:
 L2K1053-01
 Collection Date:
 11/21/2022 12:30

Analyses Performed by: MCCALL AND SPERO ENVIRONMENTAL

General Parameters	Result	Limit(s)	MDL	RL	Units	Note	Prepared	Analyzed	Analyst
Method: EPA/600/M4-82-020									
Asbestos, Chrysotile	2		1	1	%		11/21/22 1230	12/06/22 0000) MCS
Asbestos, Amosite	<1		1	1	%		11/21/22 1230	12/06/22 0000) MCS
Asbestos, Crocidolite	<1		1	1	%		11/21/22 1230	12/06/22 0000) MCS
Asbestos, Other	<1		1	1	%		11/21/22 1230	12/06/22 0000) MCS
Cellulose	5		1	1	%		11/21/22 1230	12/06/22 0000) MCS
Fibrous Glass	<1		1	1	%		11/21/22 1230	12/06/22 0000) MCS
Mineral Wool	<1		1	1	%		11/21/22 1230	12/06/22 0000) MCS
Other Non-Asbestos Fibers	93		1	1	%		11/21/22 1230	12/06/22 0000) MCS
Other Matrix Materials	<1		1	1	%		11/21/22 1230	12/06/22 0000) MCS

Client Sample ID: 1-10102-2

 Sample Matrix:
 Solid
 Collected By:
 CUSTOMER

 Lab Sample ID:
 L2K1053-02
 Collection Date:
 11/21/2022 12:30

Analyses Performed by: MCCALL AND SPERO ENVIRONMENTAL

General Parameters	Result	Limit(s)	MDL	RL	Units	Note	Prepared	Analyzed	Analyst
Method: EPA/600/M4-82-020									
Asbestos, Chrysotile	<1		1	1	%		11/21/22 1230	12/06/22 0000) MCS
Asbestos, Amosite	<1		1	1	%		11/21/22 1230	12/06/22 0000) MCS
Asbestos, Crocidolite	<1		1	1	%		11/21/22 1230	12/06/22 0000) MCS
Asbestos, Other	<1		1	1	%		11/21/22 1230	12/06/22 0000) MCS
Cellulose	10		1	1	%		11/21/22 1230	12/06/22 0000) MCS
Fibrous Glass	<1		1	1	%		11/21/22 1230	12/06/22 0000) MCS
Mineral Wool	<1		1	1	%		11/21/22 1230	12/06/22 0000) MCS
Other Non-Asbestos Fibers	90		1	1	%		11/21/22 1230	12/06/22 0000) MCS
Other Matrix Materials	<1		1	1	%		11/21/22 1230	12/06/22 0000) MCS

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Microbac Laboratories, Inc., Louisville CERTIFICATE OF ANALYSIS L2K1053

Client Sample ID: 1-10102-3

 Sample Matrix:
 Solid
 Collected By:
 CUSTOMER

 Lab Sample ID:
 L2K1053-03
 Collection Date:
 11/21/2022 12:30

Analyses Performed by: MCCALL AND SPERO ENVIRONMENTAL

General Parameters	Result	Limit(s)	MDL	RL	Units	Note	Prepared	Analyzed	Analyst
Method: EPA/600/M4-82-020									
Asbestos, Chrysotile	2		1	1	%		11/21/22 1230	12/06/22 0000	MCS
Asbestos, Amosite	<1		1	1	%		11/21/22 1230	12/06/22 0000	MCS
Asbestos, Crocidolite	<1		1	1	%		11/21/22 1230	12/06/22 0000	MCS
Asbestos, Other	<1		1	1	%		11/21/22 1230	12/06/22 0000	MCS
Cellulose	5		1	1	%		11/21/22 1230	12/06/22 0000	MCS
Fibrous Glass	<1		1	1	%		11/21/22 1230	12/06/22 0000	MCS
Mineral Wool	<1		1	1	%		11/21/22 1230	12/06/22 0000	MCS
Other Non-Asbestos Fibers	93		1	1	%		11/21/22 1230	12/06/22 0000	MCS
Other Matrix Materials	<1		1	1	%		11/21/22 1230	12/06/22 0000	MCS

Client Sample ID: 1-10102-4

Sample Matrix:SolidCollected By:CUSTOMERLab Sample ID:L2K1053-04Collection Date:11/21/2022 12:30

Analyses Performed by: MCCALL AND SPERO ENVIRONMENTAL

General Parameters	Result	Limit(s)	MDL	RL	Units	Note	Prepared	Analyzed	Analyst
Method: EPA/600/M4-82-020									
Asbestos, Chrysotile	<1		1	1	%		11/21/22 1230	12/06/22 0000) MCS
Asbestos, Amosite	<1		1	1	%		11/21/22 1230	12/06/22 0000) MCS
Asbestos, Crocidolite	<1		1	1	%		11/21/22 1230	12/06/22 0000) MCS
Asbestos, Other	<1		1	1	%		11/21/22 1230	12/06/22 0000) MCS
Cellulose	10		1	1	%		11/21/22 1230	12/06/22 0000) MCS
Fibrous Glass	<1		1	1	%		11/21/22 1230	12/06/22 0000) MCS
Mineral Wool	<1		1	1	%		11/21/22 1230	12/06/22 0000) MCS
Other Non-Asbestos Fibers	90		1	1	%		11/21/22 1230	12/06/22 0000) MCS
Other Matrix Materials	<1		1	1	%		11/21/22 1230	12/06/22 0000) MCS

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Microbac Laboratories, Inc., Louisville **CERTIFICATE OF ANALYSIS**

L2K1053

Client Sample ID: 1-10175-1 Sample Matrix: Solid

L2K1053-05

Lab Sample ID:

Collected By: **CUSTOMER Collection Date:** 11/21/2022 13:20

Analyses Performed by: MCCALL AND SPERO ENVIRONMENTAL

General Parameters	Result	Limit(s)	MDL	RL	Units	Note	Prepared	Analyzed	Analyst
Method: EPA/600/M4-82-020									
Asbestos, Chrysotile	<1		1	1	%		11/21/22 1320	12/06/22 0000	MCS
Asbestos, Amosite	<1		1	1	%		11/21/22 1320	12/06/22 0000	MCS
Asbestos, Crocidolite	<1		1	1	%		11/21/22 1320	12/06/22 0000	MCS
Asbestos, Other	<1		1	1	%		11/21/22 1320	12/06/22 0000	MCS
Cellulose	10		1	1	%		11/21/22 1320	12/06/22 0000	MCS
Fibrous Glass	<1		1	1	%		11/21/22 1320	12/06/22 0000	MCS
Mineral Wool	<1		1	1	%		11/21/22 1320	12/06/22 0000	MCS
Other Non-Asbestos Fibers	90		1	1	%		11/21/22 1320	12/06/22 0000	MCS
Other Matrix Materials	<1		1	1	%		11/21/22 1320	12/06/22 0000	MCS

Client Sample ID: 1-10175-2 Solid Sample Matrix:

Lab Sample ID: L2K1053-06

Collected By: **CUSTOMER Collection Date:** 11/21/2022 13:20

Analyses Performed by: MCCALL AND SPERO ENVIRONMENTAL

General Parameters	Result	Limit(s)	MDL	RL	Units	Note	Prepared	Analyzed	Analyst
Method: EPA/600/M4-82-020									
Asbestos, Chrysotile	2		1	1	%		11/21/22 1320	12/06/22 0000) MCS
Asbestos, Amosite	<1		1	1	%		11/21/22 1320	12/06/22 0000) MCS
Asbestos, Crocidolite	<1		1	1	%		11/21/22 1320	12/06/22 0000) MCS
Asbestos, Other	<1		1	1	%		11/21/22 1320	12/06/22 0000) MCS
Cellulose	5		1	1	%		11/21/22 1320	12/06/22 0000) MCS
Fibrous Glass	<1		1	1	%		11/21/22 1320	12/06/22 0000) MCS
Mineral Wool	<1		1	1	%		11/21/22 1320	12/06/22 0000) MCS
Other Non-Asbestos Fibers	93		1	1	%		11/21/22 1320	12/06/22 0000) MCS
Other Matrix Materials	<1		1	1	%		11/21/22 1320	12/06/22 0000) MCS

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Microbac Laboratories, Inc., Louisville CERTIFICATE OF ANALYSIS L2K1053

Client Sample ID: 1-10175-3

Sample Matrix:SolidCollected By:CUSTOMERLab Sample ID:L2K1053-07Collection Date:11/21/2022 13:20

Analyses Performed by: MCCALL AND SPERO ENVIRONMENTAL

General Parameters	Result	Limit(s)	MDL	RL	Units	Note	Prepared	Analyzed	Analyst
Method: EPA/600/M4-82-020									
Asbestos, Chrysotile	<1		1	1	%		11/21/22 1320	12/06/22 0000) MCS
Asbestos, Amosite	<1		1	1	%		11/21/22 1320	12/06/22 0000) MCS
Asbestos, Crocidolite	<1		1	1	%		11/21/22 1320	12/06/22 0000) MCS
Asbestos, Other	<1		1	1	%		11/21/22 1320	12/06/22 0000) MCS
Cellulose	10		1	1	%		11/21/22 1320	12/06/22 0000) MCS
Fibrous Glass	<1		1	1	%		11/21/22 1320	12/06/22 0000) MCS
Mineral Wool	<1		1	1	%		11/21/22 1320	12/06/22 0000) MCS
Other Non-Asbestos Fibers	90		1	1	%		11/21/22 1320	12/06/22 0000) MCS
Other Matrix Materials	<1		1	1	%		11/21/22 1320	12/06/22 0000) MCS

Client Sample ID: 1-10183-1

Sample Matrix:SolidCollected By:CUSTOMERLab Sample ID:L2K1053-08Collection Date:11/21/2022 14:30

Analyses Performed by: MCCALL AND SPERO ENVIRONMENTAL

General Parameters	Result	Limit(s)	MDL	RL	Units	Note	Prepared	Analyzed	Analyst
Method: EPA/600/M4-82-020									
Asbestos, Chrysotile	2		1	1	%		11/21/22 1430	12/06/22 0000	MCS
Asbestos, Amosite	<1		1	1	%		11/21/22 1430	12/06/22 0000	MCS
Asbestos, Crocidolite	<1		1	1	%		11/21/22 1430	12/06/22 0000	MCS
Asbestos, Other	<1		1	1	%		11/21/22 1430	12/06/22 0000	MCS
Cellulose	5		1	1	%		11/21/22 1430	12/06/22 0000	MCS
Fibrous Glass	<1		1	1	%		11/21/22 1430	12/06/22 0000	MCS
Mineral Wool	<1		1	1	%		11/21/22 1430	12/06/22 0000	MCS
Other Non-Asbestos Fibers	93		1	1	%		11/21/22 1430	12/06/22 0000	MCS
Other Matrix Materials	<1		1	1	%		11/21/22 1430	12/06/22 0000	MCS

Client Sample ID: 1-10183-2

Sample Matrix: Solid Collected By: CUSTOMER
Lab Sample ID: L2K1053-09 Collection Date: 11/21/2022 14:30

Analyses Performed by: Microbac Laboratories, Inc., Louisville

Metals Total by ICP	Result	Limit(s)	MDL	RL	Units	Note	Prepared	Analyzed	Analyst
Method: ASTM E1645-01									
Lead	230000		540	2700	ma/ka		12/05/22 1134	12/08/22 1206	SSL

Results in **bold** have exceeded a limit defined for this project. Limits are provided for reference but as regulatory limits change frequently, Microbac Laboratories, Inc. advises the recipient of this report to confirm such limits and units of concentration with the appropriate Federal, state or local authorities before acting on the data.



Microbac Laboratories, Inc., Louisville CERTIFICATE OF ANALYSIS L2K1053

Definitions

%: Percent

MDL: Minimum Detection Limit
mg/kg: Milligrams per Kilogram
RL: Reporting Limit

Cooler Receipt Log

Cooler ID: Default Cooler Temp: 0.8°C

Cooler Inspection Checklist

Yes	Shipping containers sealed or not required?	Yes
Yes	Chain of Custody (COC) Present?	Yes
Yes	Relinquished and received signature on COC?	Yes
Yes	Sample type identified on COC?	Yes
Yes	Correct number of containers listed on COC?	Yes
Yes	COC includes requested analyses?	Yes
Yes	Sample labels match COC (Name, Date & Time?)	Yes
Yes	Correct preservatives on COC or not required?	Yes
Yes	Preservation checks meet method requirements?	Yes
Yes		
	Yes Yes Yes Yes Yes Yes Yes Yes Yes	Yes Chain of Custody (COC) Present? Yes Relinquished and received signature on COC? Yes Sample type identified on COC? Yes Correct number of containers listed on COC? Yes COC includes requested analyses? Yes Sample labels match COC (Name, Date & Time?) Yes Correct preservatives on COC or not required? Yes Preservation checks meet method requirements?

Project Requested Certification(s)

McCall and Spero Environmental 00076

Kentucky Energy and Environment Cabinet

Report Comments

Samples were received in proper condition and the reported results conform to applicable accreditation standard unless otherwise noted.

The data and information on this, and other accompanying documents, represents only the sample(s) analyzed. This report is incomplete unless all pages indicated in the footnote are present and an authorized signature is included. The services were provided under and subject to Microbac's standard terms and conditions which can be located and reviewed at https://www.microbac.com/standard-terms-conditions.

Reviewed and Approved By:

Cuptal Williams

Crystal Williams

Customer Relationship Associate Reported: 12/09/2022 13:54

SPECIAL NOTE

SEDIMENT PREVENTION AND EROSION CONTROL

For all impacts regardless of size of the disturbed area:

Potential impacts to gray bat foraging habitat and habitat for federally listed fish and mussel species will be minimized by implementing erosion prevention and sediment control measures. As required under Section 213 of KYTC Standard Specifications, prior to onsite activities the Contractor shall develop a site-specific **Erosion Control Plan** including **Best Management Practices (BMPs)** to ensure continuous erosion control throughout the construction and post-construction period. The plan will identify individual Disturbed Drainage Areas (DDA) where stormwater from the construction area will be discharged off site or into waters of the Commonwealth. A Draft BMP Plan is attached to this Special Note.

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

Proposed erosion prevention and sediment control measures are as follows:

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

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

For impacts greater than 1.0 acre:

When the total disturbed area for a project, including laydown and waste/borrow areas, is greater than 1.0 acre, the Contractor shall be responsible for obtaining coverage under Kentucky's General KDPES Permit for Stormwater Associated with Construction Activities (KYR10, attached). Prior to initiating construction activity, the Contractor shall file **Notice of Intent** (**NOI**) with the Kentucky Division of Water.

For grouped contracts with more than one structure, each structure will be treated independently in regard to disturbed area unless another structure is within 0.25 mile of the structure. For structures within 0.25 mile of each other, the total disturbed area will be the sum of the combined disturbed areas.

The Contractor will be responsible for following the KPDES requirements of local Municipal Separate Storm Sewer System (MS4) programs with jurisdiction. Required NOI shall name the Contractor as the Facility Operator and include the KYTC Contract ID Number (CID) for reference.

The Contractor shall be responsible for filing the KPDES permit **Notice of Termination (NOT)** with the Kentucky DOW and any local MS4 Program that has jurisdiction. The NOT shall be filed after the Engineer agrees the project is stabilized or the project has been formally accepted.

The Contractor shall implement all temporary erosion/sediment control measures including providing a **Best Management Practice (BMP) Plan**, conducting required inspections,

modifying the BMP Plan documents as construction progresses, and documenting the installation and maintenance of BMPs in conformance with the KPDES KYR10 permit effective on August 1, 2009, or a permit re-issued to replace that KYR10 permit. This work shall be conducted in conformance with the requirements of Section 213 of the KYTC current Department of Highways, Standard Specifications for Road and Bridge Construction (Standard Specifications).

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

Questions regarding this note should be directed to Danny Peake, Director, KYTC Division of Environmental Analysis, 200 Mero Street, Frankfort, KY 40601, Phone (502) 564-7250

TRIGG COUNTY STP BRZ 9030 (441)



Highway District I and Construction

Kentucky Pollutant Discharge Elimination System (KPDES) Permit KYR10

Best Management Practices (BMP) Plan and Groundwater Protection Plan for Highway Construction Activities

for

Project: CID ## - ####

KY-525 Bridge Replacement

Bridge ID 111B00031N, Item 1-10183

Trigg County, Kentucky

January 2023





Note: 1 Design 2 Construction 3 Contractor

PROJECT INFORMATION

I. Owner: Kentucky Transportation Cabinet, District I (1)

2. Resident Engineer: (2)

3. Contractor Name: (2)

Address: (2)

Phone No.: (2)

Point of Contact: (2)

Agent Responsible for KPDES Requirements: (3)

4. Project Control Number: (2)

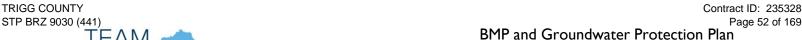
5. Route (Address): KY-525 (2.5 miles north of KY-164) (1)

6. Latitude / Longitude (Project Mid-Point): 1 36.77245, -88.750843

7. County: Trigg County (1)

8. Project Start Date: (2)

9. Projected Completion Date: (2)





KY-525 Bridge Replacement CID ##-#### Bridge ID 111B00031N, Item 1-10183 Trigg County, Kentucky

A. SITE DESCRIPTION

- 1. Nature of Construction Activity: Address deficiencies of bridge on KY-525 over Potts Creek (IIIB0003IN), a distance of 0.6 miles. Bridge (Replacement) SYP No. 01-10183.00. (1)
- 2. Order of Major Soil Disturbing Activities: (2) and (3)
- 3. Projected Volume of Material to be Moved: (3)
- 4. Estimate of Total Project Area (acres): (3)
- 5. Estimate of Area to be Disturbed (acres): (3)
- 6. **Post Construction Runoff Coefficient:** will be included in the project drainage folder. Persons needing information pertaining to the runoff coefficient will contact the resident engineer to request this information.
- 7. Soil Condition: Two soil series (Falaya and Center) and two soil complexes (Collins-luka and Urban land-Alfic Udorthents) have been mapped inside the APE (Soil Survey Staff 2022). Alfic Udarents are soils that consist of a very deep mixture of topsoil, fragipan, and subsoil material and has been graded and smoothed for the purpose of building urban structures. The Center series consists of very deep, moderately well drained soils that form from loess. These soils are found on stream terraces.
- 8. Discharge Water Quality Data (if any): (2)
- 9. Receiving Water: Jonathan Creek
- 10. TMDLs and Pollutants of Concern: N/A (1)
- 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 stormwater discharge locations (either as a point discharge or as overland flow) and the areas that drain to each discharge point. These plans define the limits of areas to be disturbed and the location of control measures. Controls will be either site specific as designated by the designer or will be annotated by the contractor and resident engineer before disturbance commences. The project layout sheet shows the surface waters and wetlands.
- 12. Potential Sources of Pollutants: The primary source of pollutants is solids that are mobilized during storm events. Other sources of pollutants include oil/fuel/grease from servicing and operating construction equipment, concrete washout water, sanitary wastes, and trash/debris. (3)



BMP and Groundwater Protection Plan KY-525 Bridge Replacement CID ##-### Bridge ID 111B00031N, Item 1-10183 Trigg County, Kentucky

B. SEDIMENT AND EROSION CONTROL MEASURES

I. 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.
 - Sources. At the beginning of the project, all DDAs for the project will be inspected for areas that are a source of storm water pollutants. Areas that are a source of pollutants will receive appropriate cover or BMPs to arrest the introduction of pollutants into storm water. Areas that have not been opened by the contractor will be inspected periodically (once per month) to determine if there is a need to employ BMPs to keep pollutants from entering storm water.
 - > Clearing and Grubbing. The following BMP's will be considered and used where appropriate.
 - Leaving areas undisturbed when possible.
 - Silt basins to provide silt volume for large areas.
 - Silt Traps Type A for small areas.
 - Silt Traps Type C in front of existing and drop inlets which are to be saved.
 - Diversion ditches to catch sheet runoff and carry it to basins or traps or to divert it around areas to be disturbed.
 - Brush and/or other barriers to slow and/or divert runoff.
 - Silt fences to catch sheet runoff on short slopes. For longer slopes, multiple rows of silt fence may be considered.

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- Temporary mulch for areas which are not feasible for the fore mentioned types of protections.
- Non-standard or innovative methods.
- Cut and Fill and Placement of Drainage Structures. The BMP Plan will be modified to show additional BMP's such as:
 - Silt Traps Type B in ditches and/or drainways as they are completed.
 - Silt Traps Type C in front of pipes after they are placed.
 - Channel Lining.
 - Erosion Control Blanket.
 - Non-standard or innovative methods.
- Profile and X-Section in Place. The BMP Plan will be modified to show elimination of BMP's which had to be removed and the addition of new BMP's as the roadway was shaped. Probable changes include:
 - Silt Trap Type A, Brush and/or other barriers, Temporary mulch, and any other BMP which had to be removed for final grading to take place.
 - Additional Silt Traps Type B and Type C to be placed as final drainage patterns are put in place.
 - Additional Channel Lining and/or Erosion Control Blanket.
 - Temporary mulch for areas where Permanent Seeding and Protection cannot be done within 21 days.
 - Special BMP's such as Karst Policy.
- Finish Work (Paving, Seeding, Protect, etc.). A final BMP Plan will result from modifications during this phase of construction. Probable changes include:
 - Removal of Silt Traps Type B from ditches and drainways if they are protected with other BMP's which are sufficient to control erosion, i.e. Erosion Control Blanket, or Permanent Seeding and Protection on moderate grades.
 - Permanent Seeding and Protection.
 - Placing Sod.
 - Planting trees and/or shrubs where they are included in the project.
- ➤ BMP's, including Stormwater Management Devices such as velocity dissipation devices and Karst policy BMP's, to be installed during construction to control the pollutants in storm water discharges that will occur after construction has been completed are: (3)

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C. OTHER CONTROL MEASURES

- 1. **Solid Materials.** No solid materials, including building materials, shall be discharged to waters of the commonwealth, except as authorized by a Section 404 permit.
- 2. Waste Materials. All waste materials that may leach pollutants (paint and paint containers, caulk tubes, oil/grease containers, liquids of any kind, soluble materials, etc.) will be collected and stored in appropriate covered waste containers. Waste containers shall be removed from the project site on a sufficiently frequent basis as to not allow wastes to become a source of pollution. All personnel will be instructed regarding the correct procedure for waste disposal. Wastes will be disposed in accordance with appropriate regulations. Notices stating these practices will be posted in the office.
- 3. **Hazardous Waste.** All hazardous waste materials will be managed and disposed of in the manner specified by local or state regulation. The contractor shall notify the Section Engineer if there any hazardous wastes being generated at the project site and how these wastes are being managed. Site personnel will be instructed 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**. 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.



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Petroleum Products

- Vehicles and equipment that are fueled and maintained on site will be monitored for leaks, and receive regular preventative maintenance to reduce the chance of leakage. Petroleum products onsite will be stored in tightly sealed containers, which are clearly labeled and will be protected from exposure to weather.
- The contractor shall prepare an Oil Pollution Spill Prevention Control and Countermeasure plan when the project that involves the storage of petroleum products in 55 gallon or larger containers with a total combined storage capacity of 1,320 gallons. This is a requirement of 40 CFR 112.
- This project (will / will not) (3) have over 1,320 gallons of petroleum products with a total capacity, sum of all containers 55 gallon capacity and larger.
- Fertilizers. Fertilizers will be applied at rates prescribed by the contract, standard specifications or as directed by the resident engineer. Once applied, fertilizer will be covered with mulch or blankets or worked into the soil to limit exposure to storm water. Storage will be in a covered shed. The contents of any partially used bags of fertilizer will be transferred to a sealable plastic bin to avoid spills.
- Paints. All containers will be tightly sealed and stored indoors or under roof when not being used. Excess paint or paint wash water will not be discharged to the drainage or storm sewer system but will be properly disposed of according to manufacturers' instructions or state and local regulations.
- Concrete Truck Washout. Concrete truck mixers and chutes will not be washed on pavement, near storm drain inlets, or within 75 feet of any ditch, stream, wetland, lake, or sinkhole. Where possible, excess concrete and wash water will be discharged to areas prepared for pouring new concrete, flat areas to be paved that are away from ditches or drainage system features, or other locations that will not drain off site. Where this approach is not possible, a shallow earthen wash basin will be excavated away from ditches to receive the wash water.
- > **Spill Control Practices**. In addition to the good housekeeping and material management practices discussed in the previous sections of this plan, the following practices will be followed for spill prevention and cleanup:
 - Manufacturers' recommended methods for spill cleanup will be clearly posted. All
 personnel will be made aware of procedures and the location of the information and
 cleanup supplies.
 - Materials and equipment necessary for spill cleanup will be kept in the material storage area. Equipment and materials will include as appropriate, brooms, dust pans, mops, rags, gloves, oil absorbents, sand, sawdust, and plastic and metal trash containers.
 - All spills will be cleaned up immediately after discovery.
 - The spill area will be kept well ventilated and personnel will wear appropriate protective clothing to prevent injury from contract with a hazardous substance.
 - Spills of toxic or hazardous material will be reported to the appropriate state/local agency as required by KRS 224 and applicable federal law.



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- 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, stormwater 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.
- 2. Maintenance of BMPs during construction shall be a result of weekly and post rain event inspections with action being taken by the contractor to correct deficiencies.
- 3. Post-Construction maintenance will be a function of normal highway maintenance operations. Following final project acceptance by the cabinet, district highway crews will be responsible for identification and correction of deficiencies regarding ground cover and cleaning of storm water BMPs. The project manager shall identify any BMPs that will be for the purpose of post construction stormwater management with specific guidance for any non-routine maintenance.

F. INSPECTIONS

All erosion prevention and sediment control measures will be inspected at least once each week and following any rain of one-half inch or more.

- Inspections will be conducted by individuals that have successfully completed KEPSC-RI course as required by Section 213.02.02 of the Standard Specifications for Road and Bridge Construction, current edition.
- Inspection reports will be written, signed, dated, and kept on file.
- Areas at final grade will be seeded and mulched within 14 days.
- Areas that are not at final grade where construction has ceased for a period of 21 days or longer and soil stock piles shall receive temporary mulch no later than 14 days from the last construction activity in that area.

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- All measures will be maintained in good working order. If a repair is necessary, it will be initiated within 24 hours of being reported.
- ➤ Built-up sediment will be removed from behind the silt fence before it has reached halfway up the height of the fence.
- > Silt fences will be inspected for bypassing, overtopping, undercutting, depth of sediment, tears, and to ensure attachment to secure posts.
- Sediment basins will be inspected for depth of sediment, and built-up sediment will be removed when it reaches 50 percent of the design capacity and at the end of the job.
- Diversion dikes and berms will be inspected and any breaches promptly repaired. Areas that are eroding or scouring will be repaired and re-seeded / mulched as needed.
- Framporary and permanent seeding and mulching will be inspected for bare spots, washouts, and healthy growth. Bare or eroded areas will be repaired as needed.
- All material storage and equipment servicing areas that involve the management of bulk liquids, fuels, and bulk solids will be inspected weekly for conditions that represent a release or possible release of pollutants to the environment.

G. NON-STORM WATER DISCHARGES

It is expected that non-storm water discharges may occur from the site during the construction period. Examples of non-storm water discharges include:

- Water from water line flushings.
- Water form cleaning concrete trucks and equipment.
- Pavement wash waters (where no spills or leaks of toxic or hazardous materials have occurred).
- Uncontaminated groundwater and rainwater (from dewatering during excavation).

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

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H. **GROUNDWATER PROTECTION** (3)

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

Contractor's Statement: ((3	<u>ر</u> ا
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The following activities, as enumerated by 401 KAR 5:037 Section 2, require the preparation and implementation of a groundwater protection plan, and will or may be conducted as part of this
construction project: 2(e) Land treatment or land disposal of a pollutant
2(f) Storingor related handling of hazardous waste, solid waste or special wastein tanks, drums, or other containers, or in piles (does not include wastes managed in a container placed for collection and removal of municipal solid waste for disposal off site)
2(g) handling of materials in bulk quantities (equal or greater than 55 gallons or 100 pounds net dry weight transported held in an individual container) that, if released to the environment, would be a pollutant
2(j) Storing or related handling of road oils, dust suppressants at a central location 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(k) Installation, construction, operation, or abandonment of wells, bore holes, or core holes (does not include bore holes for the purpose of explosive demolition)
Or, check the following only if there are no qualifying activities
There are no activities for this project as listed in 401 KAR 5:037 Section 2 that require the preparation and implementation of a groundwater protection plan.
The Contractor is responsible for the preparation of a plan that addresses the 401 KAR 5:037 Section 3. 3 Elements of site-specific groundwater protection plan:
(a) General information about this project is covered in the Project information;
(b) Activities that require a groundwater protection plan have been identified above;
(c) Practices that will protect groundwater from pollution are addressed in Section C: Other Control Measures.

(d) Implementation schedule. All practices required to prevent pollution of groundwater are to

be in place prior to conducting the activity;

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- (e) Training is required as a part of the ground water protection plan. All employees of the contractor, sub-contractor, and resident engineer personnel will be trained to understand the nature and requirements of this plan as they pertain to their job function(s). Training will be accomplished within one week of employment and annually thereafter. A record of training will be maintained by the contractor with a copy provided to the resident engineer.
- (f) Areas of the project and groundwater plan activities will be inspected as part of the weekly sediment and erosion control inspections.
- (g) Certification (See signature page).

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CONTRACTOR AND RESIDENT ENGINEER 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.

2 Resident Engineer:			
Typed or printed name ¹	Title	Signature	
3 Contractor:			
Typed or printed name ²	Title	 Signature	

- 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.
- ² 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.

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The following sub-contractor shall be made aware of the BMP plan and responsible for implementation

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of BMPs identified in this plan as follows:				
Subcontractor Name: Address:				
Phone:				
The part of Plan this subcontracto	r is responsible to i	implement is:		
Discharge Elimination System permit developed to manage the quality of w	that authorizes the s water to be discharge	and conditions of the general Kentucky Postorm water discharges, the BMP plan thated as a result of storm events associated water pollutant sources identified as part o	nt has been with the	
Subcontractor:				
Typed or printed name ¹	Title	Signature		
a general partner or the propried such a person in accordance with Manager, KPDES Branch, Divisio	tor or a person des th 401 KAR 5:060 So on of Water, 14 Rei	o is the owner, a responsible corporate signated to have the authority to sign rection 9. This delegation shall be in wrolly Road, Frankfort, Kentucky 40601. In wher when one has been assigned.	reports by iting to:	

AUTHORIZATION TO DISCHARGE UNDER THE KENTUCKY POLLUTANT DISCHARGE ELIMINATION SYSTEM

PERMIT NO.: KYR100000
AGENCY INTEREST NO.: 35050

Pursuant to Authority in KRS 224,

Stormwater Discharges Associated with Construction Activities

are authorized to discharge from a facility located

Within any of the 120 counties of the Commonwealth of Kentucky

to receiving waters named

Those water bodies of the Commonwealth that comprise the Mississippi and Ohio River basins and subbasins within the political and geographic boundaries of Kentucky

in accordance with effluent limitations, monitoring requirements and other conditions set forth in this permit.

This permit shall become effective on December 1, 2019.

This permit and the authorization to discharge shall expire at midnight, November 30, 2024.

November 30, 2019

Date Signed

Peter T. Goodmann, Director

Division of Water

THIS KPDES PERMIT CONSISTS OF THE FOLLOWING SECTIONS.

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KPDES Permit

SECTION 1 COVERAGE

Contract ID: 235328

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1. COVERAGE

This permit may cover both large and small sites with stormwater discharges associated with construction activities that meet the eligibility requirements of this permit. Construction and construction-related activities refer to the actual earth disturbing construction activities and those activities supporting the construction project such as construction materials or equipment storage or maintenance (e.g., fill piles, borrow area, concrete truck washout, fueling), measures used to control the quality for stormwater associated with construction activity, or other industrial stormwater directly related to the construction process (e.g., concrete or asphalt batch plants).

1.1. Eligibility

This permit applies to 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. Non-contiguous construction activities (i.e. activities separate by at least 0.25 miles) that disturb more than one (1) acre or more shall be considered independent activities. The Kentucky Division of Water (DOW) is also making this permit available for stormwater discharges from any other construction activity, including those disturbing less than one acre, designated by DOW based on the potential for contribution to a violation of a water quality standard or for significant contribution of pollutants to waters of the Commonwealth.

1.2. Exclusions

The following are excluded from coverage under this general permit:

- Any construction activity conducted at or on properties that have obtained an individual or general 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 construction activity where external building washdown waters containing hazardous substances, such as paint or caulk containing polychlorinated biphenyls (PCBs) are discharged;
- 4) Any construction project that plans to use any treatment chemicals (polymers, flocculants, coagulants); and
- 5) 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 sediment TMDL has been developed.

1.3. Permitting Action

This is a reissuance of a general KPDES permit to address stormwater runoff associated with construction activities conducted in the Commonwealth of Kentucky.

This KYR10 will replace all previous versions of KYR10 issued by DOW. The conditions and requirements contained herein shall supersede the conditions and requirements of all previous versions except as delineated within the permit.

Existing coverages are extended and remain in effect until one (1) year after the effective date of this permit. A new NOI-SWCA application requesting coverage under this renewal of the general permit will be required for projects requiring coverage beyond the one (1) year extension outlined here. See Section 4.2 of this Permit and Section 5.5 of the Fact Sheet for additional information.

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SECTION 2 PERMIT REQUIREMENTS

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2. PERMIT REQUIREMENTS

This section of the permit establishes the non-numeric requirements that are applicable to exposed areas associated with construction activity for all facilities authorized to discharge by this permit. The non-numeric requirements should minimize the discharge of pollutants resulting from precipitation events.

2.1. Notice of Permit Coverage

The permittee shall post signage or other notice of permit coverage at a safe, publicly accessible location in close proximity to the construction site. The notice must be located so that it is visible from the public road that is nearest the construction site. If the construction site is not visible from a public road, then the notice of permit coverage may be placed in a safe, publicly accessible location that is visible from the nearest public road and as close as possible to the construction site. This notice (signage) must include the KPDES Permit Number, contact name and phone number for obtaining additional construction site information such as a copy of the SWPPP. The signage must include information apprising the public on how to contact the state if stormwater pollution is observed in the discharge.

2.2. Stormwater Pollution Prevention Plan (SWPPP)

The permittee shall develop a Stormwater Pollution Prevention Plan (SWPPP) and implement the SWPPP at the commencement of construction disturbance. All operators working on this project are required to comply with the SWPPP or obtain separate coverage under this permit. For KYTC projects, the Best Management Practices Plan shall serve as the SWPPP.

The SWPPP shall include erosion prevention measures, sediment controls measures, and other site management practices necessary to prevent the discharge of sediment and other pollutants that would result in the degradation to waters of the Commonwealth. These erosion prevention and sediment control measures and other site management practices are required to be properly designed and selected based on site-specific conditions, and installed and maintained to effectively minimize such discharges for storm events up to and including a 2-year, 24-hour event.

Permittees are encouraged to design the site, the erosion prevention measures, sediment controls measures, and other site management practices that minimize post-construction stormwater runoff, including facilitating the use of low-impact technologies. Permittees shall minimize soil compaction and, unless infeasible, preserve topsoil except in specific site areas where the intended function dictates compaction or removal/disturbance of topsoil.

KYTC projects shall, at a minimum, utilize the most recent <u>Kentucky Standards Specifications for Road and Bridge Construction</u> published by the Transportation Cabinet, Department of Highways, as a means of establishing sediment controls measures, erosion control measures, and other site management practices for this permit coverage.

The Stormwater Pollution Prevention Plan (SWPPP) shall contain the following:

- 1. A site description that identifies sources of pollution to stormwater discharges associated with construction activity on site; and
- 2. A description of the erosion prevention measures, sediment controls measures, and other site management practices used at the site to prevent or reduce pollutants in stormwater discharges to ensure compliance with the terms and conditions of this permit. All stormwater controls shall be developed and implemented in accordance with sound practices and shall be developed specific to the site. The goal of these devices is 80% removal of Total Suspended Solids that exceed predevelopment levels. (For purposes of guidance/technical assistance, the reader is referred to the Kentucky Erosion Prevention and Sediment Control Field Guide and the Kentucky Best Management Practices Technical Manual located on DOW's Stormwater Webpage at:

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https://eec.ky.gov/Environmental-Protection/Water/PermitCert/KPDES/Documents/SWPPPPermitPage.pdf.

KPDES Permit

- 3. For a common plan of development a comprehensive SWPPP shall be prepared that addresses all construction activities within the common plan of development. Each individual site operator shall be a signatory of the SWPPP and shall not conduct activities that are not consistent with the SWPPP or result in the failure or ineffectiveness of the sediment controls measures, erosion control measures, and other site management practices implemented. Otherwise, an operator not utilizing the SWPPP for the common plan of development shall seek coverage under this permit or an individual permit and develop a SWPPP for those separate activities.
- 4. The signature of the construction site operator or authorized representative who signed the Notice of Intent. This insures that the SWPPP was developed and/or reviewed by a responsible party with the ability to implement the BMPs and other commitments described in the SWPPP.

2.2.1. Site Description

Al No. 35050

The SWPPP shall be based on an accurate assessment of the potential for generating and discharging pollutants from the site. Hence, this permit requires a description of the site and intended construction activities in the SWPPP in order to provide a better understanding of the characteristics of the site runoff. At a minimum, the SWPPP shall describe the nature of the construction activity, including:

- 1. the function of the project (e.g., box store, strip mall, shopping mall, school, electrical transmission line, oil or natural gas pipeline, factory, industrial park, residential development, transportation construction, etc.);
- 2. the intended significant activities, presented sequentially, that will disturb soil over major portions of the site (e.g., grubbing, excavation, grading);
- 3. estimates of the total area of the site and the total area of the site that is expected to be disturbed by excavation, grading or other activities, including off-site borrow/fill areas; and
- 4. identify the receiving water(s) and describe the water quality classification of the receiving water(s).

2.2.2. Site Map

The SWPPP shall contain a legible site map of sufficient scale to depict the following:

- 1. Property boundary of the project. If subdivided, show all lots and indicate on which lots construction activities will occur;
- 2. Anticipated drainage patterns and slopes after major grading activities including impervious structures;
- 3. Areas of soil disturbance and areas that will not be disturbed including fill and borrow areas;
- 4. Locations and types of sediment control measures, erosion control measures, planned stabilization measures, and other site management practices;
- 5. Locations of surface waters, including wetlands, and riparian zones;
- 6. Locations of karst features such as sinkholes, springs, etc.;
- 7. Locations of discharge points;
- 8. Locations of equipment storage areas, materials storage areas including but not limited to top soil; storage, fuels, fertilizers, herbicides, etc.;
- 9. Location of concrete wash out areas, waste management areas, area of site egress;
- 10. If applicable, locations where final stabilization has been accomplished and no further construction-phase permit requirements apply; and

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11. Other major features and potential pollutant sources.

For KYTC projects which have Roadway Plans, locations of BMPs may be recorded and off-set as the BMPs are installed.

2.2.3. Other Industrial Activities

The SWPPP shall provide a description of any discharge associated with industrial activity other than construction (including stormwater discharges from dedicated asphalt plants, concrete plants, etc.) and the location of that activity on the construction site.

2.2.4. Documentation of Stormwater Controls to Reduce Pollutants

The SWPPP shall include:

- Documentation of the erosion prevention measures, sediment controls measures, and other site
 management practices designed to site-specific conditions that will be implemented to reduce
 the pollutants in stormwater discharges from the site and assure compliance with the conditions
 of the permit. The design installation, and maintenance of erosion and sediment controls must
 address factors such as the amount, frequency, intensity and duration of precipitation, the nature
 of resulting stormwater runoff, and soil characteristics, including the range of soil particle sizes
 expected to be present on site.
- 2. It is imperative that stabilization be employed as soon as practicable, but not longer than allowed in Section 2.4 of this permit, in critical areas. Erosion prevention measures, sediment controls measures, and other site management practices shall be properly selected based on site-specific conditions, and installed and maintained in accordance with sound sediment controls, erosion prevention, or other site management practices and relevant manufacturers' specifications.
- 3. The use of erosion control measures is widely recognized as minimizing the time that bare soil is exposed, preventing the detachment of soil, and reducing the mobilization and transportation of soil particles off site. Selection of erosion control measures will depend on site-specific conditions (e.g. topography, soil types). The SWPPP shall include a description of the general location of, and how and where the following erosion controls measures will be implemented:
 - a. The plan to minimize disturbance and the period of time the disturbed area is exposed without stabilization practices, including:
 - i. Minimizing the overall area of disturbed acreage;
 - ii. Phasing construction so that only a portion of the site is disturbed at any one time; or
 - iii. Scheduling clearing and grading events to reduce the probability that bare soils will be exposed to rainfall.
 - b. Managing stormwater flows on the site to avoid stormwater contact with disturbed areas through use of:
 - i. Diversion berms;
 - ii. Conveyance channels;
 - iii. Vegetated buffers;
 - iv. Slope drains; or
 - v. Other adequately protective alternate practices.
 - c. Using energy dissipation approaches to prevent high velocity runoff and concentrated flows that are erosive, by:
 - i. Use of vegetated filter strips; or
 - ii. Other adequately protective alternate practices.

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- d. The practices to be used to minimize exposure of bare soils by covering and stabilization, including:
 - i. Vegetative stabilization with annual grasses or other plants;
 - ii. Geotextiles;
 - iii. Straw;
 - iv. Rolled erosion control mats or other products;
 - v. Mulch; or
 - vi. Other adequately protective alternate practices.
- 4. Sediment control measures are used to control and trap sediment that is entrained in stormwater runoff. The SWPPP shall include a description of how and where the following sediment controls measures will be implemented:
 - a. Sediment Barriers
 - i. Silt fences constructed with filter fabric;
 - ii. Fiber rolls; or
 - iii. Other adequately protective alternate practices
 - b. Slope Protection
 - Tread tracking;
 - ii. Erosion blankets;
 - iii. Mulching; or
 - iv. Other adequately protective alternate practices
 - c. Conduit/Ditch Protection
 - i. Inlet protection;
 - ii. Outlet protection;
 - iii. Other adequately protective alternate practices
 - d. Stabilizing Drainage Ditches
 - i. Check dams;
 - ii. Lining deep ditches; or
 - iii. Other protective equivalent practices
 - e. Sediment trapping devices used to settle out sediment eroded from disturbed areas, including:
 - i. Sediment traps;
 - ii. Basins (unless infeasible, discharges from basins and impoundments must utilize outlet structures that withdraw water from the surface); or
 - iii. Any performance enhancement practices that will be used, such as:
 - 1. Baffles;
 - 2. Skimmers;
 - 3. Electro coagulation;
 - 4. Filtration; or
 - 5. Other adequately protective alternate practices; or
 - iv. Other adequately protective alternate practices.
 - f. Perimeter controls, such as:
 - i. Silt fences;
 - ii. Berms;
 - iii. Swales; or
 - iv. Other adequately protective alternate practices.
- 5. Other Construction and Development Site Management Practices. Construction activity generates a variety of wastes and wastewater, including concrete truck rinsate, municipal solid waste, trash,

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and other pollutants.

- a. Construction materials shall be handled, stored, maintained, and disposed of properly to avoid contamination of runoff to the maximum extent practicable and as noted below.
- b. The SWPPP shall describe which practices will be implemented to manage Construction and Development Site wastes and prevent or minimize discharges to surface water, including:
 - Protecting construction materials, chemicals, and lubricants from exposure to rainfall;
 - ii. Preventing litter, construction debris, and construction chemicals from entering receiving water;
 - iii. Minimize the discharge of pollutants from equipment and vehicle washing, wheel wash water, and other wash waters. Wash waters must be treated in a sediment basin or alternative control that provides equivalent or better treatment prior to discharge. Soaps or solvents used in vehicle washing are prohibited;
 - iv. Limiting exposure of freshly placed concrete to exposure to rainfall that results in runoff;
 - v. Segregating stormwaters and other wastewaters from fuels, lubricants, sanitary wastes, and other chemicals such as pesticides, herbicides, and fertilizers to prevent runoff being contaminated. Discharges of fuels, oils, or other pollutants used in vehicle and equipment operation and maintenance are prohibited;
 - vi. Neat and orderly storage of chemicals, pesticides, herbicides, fertilizers and fuels that are being stored on the site;
 - vii. Prompt collection and management of trash and sanitary waste which includes maintaining waste container lids closed when not in use and at the end of the business day for those containers that are actively used throughout the day, or, for waste containers that do not have lids, provide either (1) cover (e.g., a tarp, plastic sheeting, temporary roof) to minimize exposure of wastes to precipitation, or (2) a similarly effective means designed to minimize the discharge of pollutants (e.g., secondary containment);
 - viii. Prompt cleanup of spills of liquids and solid materials that could pose a pollutant risk and implement a chemical spill and leak prevention and response procedure;
 - ix. Regular removal of accumulations of sediment to minimize the potential for discharge; and
 - x. Wastewater from washout of concrete is prohibited, unless managed by an appropriate control (i.e. develop safe concrete disposal area for removal off-site, etc.);
 - xi. Wastewater from washout and cleanout of stucco, paint, form release oils, and curing compounds are prohibited;
 - xii. Other adequately protective alternate practices.
- 6. A description of all intended alternate protective practices substituting for those practices required by the permit and a demonstration that the alternate practices are adequately protective, including how the substitute practices implement acceptable mitigation measures.
- 7. A description of the intended sequence of major stormwater controls and an implementation schedule in relation to the construction process.
- 8. A description of interim and permanent stabilization practices (to comply with the requirements of Section 2.4 of this permit), including a schedule of their implementation.
- 9. The proposed location(s) of off-site equipment storage, material storage, waste storage and borrow/fill areas.

10. A proposed construction schedule as a means for the operator(s) and KDOW to determine applicability and implementation status of SWPPP requirements.

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- 11. An explanation of practices employed to reduce pollutants from construction-related materials that are stored on site, including:
 - a. A description of said construction materials (with updates as appropriate);
 - b. A description of pollutant sources from areas untouched by construction; and
 - c. A description of stormwater controls that will be implemented in those areas.

2.2.5. Maintenance of Stormwater Controls

Erosion prevention measures, sediment controls measures, and other site management practices are required to be maintained in an effective, operating condition. The permittee shall develop a schedule of maintenance activities to ensure the proper function of these devices. The EPA *recommends* that sediment control devices be maintained at no more than 1/3 capacity to allow for sediment capture.

If site inspections identify sediment controls measures, erosion control measures, and other site management practices that are not operating effectively or otherwise require maintenance, maintenance shall be performed, before the next storm event. If maintenance before the next storm event is impracticable, the required maintenance shall be completed as soon as possible.

2.2.6. Non-Stormwater Discharge Management

The SWPPP shall identify appropriate pollution prevention measures for each of the following eligible non-stormwater wastestreams. These non-stormwater components of the discharge are authorized under this permit only when combined with stormwater discharges associated with construction activity. Eligible non-stormwater wastestreams include:

- 1. Discharges from fire-fighting activities;
- 2. Fire hydrant flushing;
- 3. Waters used for vehicle washing where detergents are not used;
- 4. Water used for dust control;
- 5. Potable water including uncontaminated water-line flushing;
- 6. Routine external building wash down that does not use detergents;
- 7. Pavement wash waters where spills or leaks or toxic or hazardous materials have not occurred (unless all spilled material has been removed) and where detergents are not used;
- 8. Landscape irrigation;
- 9. Clean, non-turbid water-well discharges of groundwater; and
- 10. Construction dewatering (including discharges from dewatering of trenches and excavations) provided it is managed by appropriate controls and the requirements of this permit are met.

2.2.7. Inspections – Permittee Conducted

- 1. Permittees shall provide for regular inspections of the site. For purposes of this part, DOW defines "regularly" to mean either
 - a. At least once every seven (7) calendar days, or
 - b. At least once every fourteen (14) calendar days, and within 24 hours after any storm event of 0.5 inch or greater. (DOW recommends that the permit holder perform a "walk through" inspection of the construction site before anticipated storm events.)
- 2. For areas of the site that have undergone temporary or final stabilization inspections shall be conducted at least once a month until the coverage is terminated.

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3. Inspections shall be performed by personnel knowledgeable and skilled in assessing conditions at the construction site that could impact stormwater quality and assessing the effectiveness of erosion prevention measures, sediment controls measures, and other site management practices chosen to control the quality of the stormwater discharges. Inspectors shall have training in stormwater construction management such as KEPSC, CEPSC, CPSWQ, TNEPSC, CESSWI, or other similar training.

- 4. Inspectors shall conduct visual inspections to determine:
 - a. Whether erosion prevention measures, sediment controls measures, and other site management practices are:
 - i. properly installed;
 - ii. properly maintained;
 - iii. effective in minimizing discharges to the receiving water; and
 - b. Whether excessive pollutants are entering the drainage system.
- 5. Visual inspections shall comprise, at a minimum:
 - a. Erosion prevention measures;
 - b. Sediment controls measures;
 - c. Other site management practices and points of site egress;
 - d. Disturbed areas:
 - e. Areas used for storage of materials exposed to precipitation;
 - f. Discharge points shall be inspected to ascertain whether erosion prevention measures, sediment controls measures, other site management practices and points of site egress are effective in preventing impacts to waters of the Commonwealth. This can be done by inspecting the receiving water bodies for evidence of new erosion and/or the introduction of newly deposited sediment or other pollutants; and
 - g. If discharge points are inaccessible, then nearby downstream locations shall be inspected.
 - h. For linear construction activities (e.g., utility line installation, pipeline construction), representative inspections are acceptable. This permit allows for inspection of the project 0.25 miles above and below each point where a roadway, undisturbed right-of-way, or other similar feature intersects the construction site and allows access to the construction site.
- 6. Inspection reports shall be prepared for all inspections and shall be retained with the SWPPP. Inspection reports should include:
 - a. The date and time of inspection;
 - b. The name and title of the inspector;
 - c. A synopsis of weather information for the period since the last inspection (or since commencement of construction activity of the initial inspection performed) including a best estimate of the beginning of each storm event, the duration of each storm event, and the approximate amount of rainfall for each storm event (in inches);
 - d. Weather conditions and a description of any discharges occurring at the time of the inspection;
 - e. Location(s) of discharges of sediment or other pollutants from the site;
 - f. Location(s) of sediment controls measures, erosion control measures, or other site management practices that require maintenance;

- g. Location(s) of any erosion prevention measures, sediment controls measures, or other site management practices that failed to operate as designed or proved inadequate for a particular location;
- Location(s) where additional erosion prevention measures, sediment controls measures, or other site management practices are needed that did not exist at the time of the inspection;
- i. Identify any actions taken in response to inspection findings; and
- j. Identify any incidents of non-compliance with the SWPPP.
- k. If no incidents of non-compliance with the SWPPP were identified, the report shall contain a certification that the site is in compliance with the SWPPP.
- I. The inspection report shall be signed in accordance with the signatory requirements in 401 KAR 5:060, Section 4.

2.2.8. Maintaining an Updated Plan

- Stormwater Pollution Prevention Plans (SWPPPs) shall be revised whenever erosion prevention
 measures, sediment controls measures, or other site management practices are significantly
 modified in response to a change in design, construction method, operation, maintenance
 procedure, etc., that may cause a significant effect on the discharge of pollutants to receiving
 waters or municipal separate storm sewer systems.
- 2. For KYTC projects, the BMP Plan shall be revised whenever erosion prevention measures, sediment controls measures, or other site management practices are modified in response to a change in design, construction method, operation, maintenance procedure, etc., that may cause a significant effect on the discharge of pollutants to receiving waters or municipal separate storm sewer systems. The location of BMPs shall be documented in the daily work report for the highway construction project.
- 3. The SWPPP shall be amended if inspections or investigations by site staff or by local, state, or federal officials determine that the existing sediment controls measures, erosion control measures, or other site management practices are ineffective in eliminating or significantly minimizing pollutants in stormwater discharges from the construction site.
- 4. If an inspection reveals design inadequacies, the site description and sediment controls measures, erosion control measures, or other site management practices identified in the SWPPP shall be revised.
- 5. All necessary modifications to the SWPPP shall be made within seven (7) calendar days following the inspection unless granted an extension of time by DOW.
- 6. If existing sediment controls measures, erosion control measures, or other site management practices need to be modified or if additional sediment controls measures, erosion control measures, or other site management practices are necessary, implementation shall be completed before the next storm event whenever practicable. If implementation before the next storm event is impracticable, the situation should be documented in the SWPPP and the changes shall be implemented as soon as practicable.

2.2.9. Signature, Plan Review, and Making Plans Available

- 1. The SWPPP shall be signed and certified by a person described in 401 KAR 5:060, Section 4 [40 CFR 122.22] or by a duly authorized representative of that person. A person is a duly authorized representative only if:
 - a. The authorization is made in writing by a person described in 401 KAR 5:060, Section 4

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[40 CFR 122.22];

- b. The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility or activity such as the position of plant manager, superintendent, position of equivalent responsibility, or an individual or position having overall responsibility for environmental matters for the company; and
- c. The signed and dated written authorization is included in the SWPPP. A copy must be submitted to DOW, if requested.
- For KYTC projects, the BMP Plan shall be signed and certified by a person described in 401 KAR 5:060, Section 4 [40 CFR 122.22] or by a duly authorized representative of that person. A person is a duly authorized representative only if:
 - a. The authorization is made in writing by a person described in 401 KAR 5:060, Section 4 [40 CFR 122.22];
 - b. The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility or activity such as the position of plant manager, superintendent, position of equivalent responsibility, or an individual or position having overall responsibility for environmental matters for the company; and
 - c. The signed and dated written authorization is included in the SWPPP. A copy must be submitted to DOW, if requested.
- 3. A current copy of the SWPPP shall be readily available on the construction site from the date of project initiation to the date of Notice of Termination.
- 4. The person with day-to-day operational control over the plan's implementation shall keep a copy of the SWPPP readily available whenever on site (a central location accessible by all on-site operators is sufficient for sites that are part of a common plan of development).
- 5. If an on-site location is unavailable to store the SWPPP when no personnel are present, notice of the plan's location shall be posted near the main entrance at the construction site.
- 6. The permittee shall make the SWPPP available to DOW or its authorized representative for review and copying during on-site inspection.
- 7. The permittee shall make the SWPPP available, upon request, to the Environmental Protection Agency and other federal agencies or their contractor, and local governmental agencies and officials approving sediment and erosion plans, grading plans or stormwater management plans; including the operator of a MS4 receiving discharges from the site.

2.3. Minimize Size and Duration of Disturbance

The permittee shall at all times minimize disturbance and the period of time that the disturbed area is exposed without stabilization practices. In critical areas erosion prevention measures such as erosion control mats/blankets, mulch, or straw blown in and stabilized with tackifiers or by treading, etc. shall be implemented on disturbed areas within 24 hours or as soon as practical after completion of disturbance/grading or following cessation of activities.

2.4. **Stabilization Requirements**

Final stabilization practices on those portions of the project where construction activities have permanently ceased shall be initiated within fourteen (14) days of the date of activity cessation. Final stabilization shall be initiated on any site where construction activities have been suspended or have otherwise stopped for more than 180 days. In such cases final stabilization practices shall be implemented as soon as practical but not later than 14 days after the 180th day of suspended or stopped activities.

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Temporary stabilization practices on those portions of the project where construction activities have temporarily ceased shall be initiated within fourteen (14) days of the date of activity cessation.

2.5. Buffer Zones

For discharges to receiving waters categorized as High Quality Waters (except OSRWs) or Impaired Waters (for non-construction related impairment) permittees are required maintain at a minimum a 25-foot buffer zone between any disturbance and all edges of the receiving water as means of providing adequate protection to receiving waters.

For discharges to receiving waters designated as Coldwater Aquatic Habitat or Outstanding State Resource Water, categorized as an Outstanding National Resource Water or Exceptional Water, or has been listed in the most recently approved Integrated Water Quality 305(b) Report to Congress as an Impaired Water (sediment impaired) for which an approved TMDL has not been developed for pollutants of concern that may be discharged from the facility, permittees are required to maintain at a minimum a 50-foot buffer zone between any disturbance and all edges of the receiving water as means of providing adequate protection to receiving waters.

If the buffer zone between any disturbance and the edge of the receiving water on all edges of the water body cannot be maintained, adequately protective alternate practices may be employed. The SWPPP shall explain any alternate practices and how these practices are adequately protective. Such cases include but are not limited to stream crossings and dredge and fill areas. In these cases the permittee shall minimize disturbances in the buffer zones by using hand held or other low-impact equipment.

Unless infeasible, natural buffers should be provided and maintained around receiving waters, stormwater should be directed to vegetated areas, and infiltration of stormwater should be maximized to reduce pollutant discharges.

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SECTION 3

NOTICE OF INTENT – STORMWATER CONSTRUCTION ACTIVITIES (NOI-SWCA) REQUIREMENTS

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3. Notice of Intent (NOI-SWCA) Requirements

An NOI-SWCA shall be submitted by all operators seeking authorization under this permit for stormwater discharges from any construction site. If the project is part of a larger common plan of development, each operator is required to obtain coverage for each site, individually or collectively, unless a single operator is developing the entire project. Those persons or activities requiring an individual stormwater permit shall not use the NOI-SWCA. Those persons seeking an individual permit must use the KPDES program Form 1 and Form F located at:

https://eec.ky.gov/Environmental-Protection/Water/PermitCert/KPDES/Pages/default.aspx

3.1. Contents

Form NOI-SWCA requires the following information:

- 1. Facility Operator Information
 - a. Names of All Operators under this NOI
 - b. Contact information for all operators, including:
 - i. Mailing Address
 - ii. Telephone Number
 - iii. Status of Operators (federal, state, public, or private)
 - iv. Contact Name
 - c. Email address
 - d. Additional Operator Information for Co-Permittee, if applicable
- 2. Facility/Site Location Information
 - a. Name of Project
 - b. Physical Location/Address
 - c. Site Latitude (decimal degrees)
 - d. Site Longitude (decimal degrees)
 - e. County
 - f. Nearest Community, if applicable
- 3. Site Activity Information
 - a. Pre-development land use
 - b. Type of Construction site
 - c. If project will demolish 10,000 square feet or more of space built or renovated prior to January 1, 1980.
 - d. For single projects provide following information:
 - i. Total number of acres in project
 - ii. Total number of acres to be disturbed
 - iii. Anticipated start date
 - iv. Anticipated completion date
- 4. If the permitted site discharges to a water body the following information is required:
 - a. Name of Receiving Water(s)
 - b. Anticipated number of discharge points
 - c. Location (Latitude and Longitude in decimal degrees) of anticipated discharge points
- 5. If the permitted site discharges to an MS4 the following information is required:
 - a. Name of MS4

- b. Number of discharge points to the MS4
- c. Latitude and Longitude location (decimal degrees) of each discharge point
- d. Date of application or notification to the MS4 for construction site permit coverage

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6. Construction activities in or along a water body

Will the project require construction activities in a water body or the riparian zone?

- a. If yes, describe the scope of the activity including how many linear feet of water body and acres of riparian zone will be impacted?
- b. Is a Clean Water Act §404 permit (individual or nationwide) required?
- c. Is a Clean Water Act §401 Water Quality Certification? (Individual or general) required?

7. Certification

The NOI-SWCA contains a certification that all information provided on the NOI and the attachments is correct and accurate. Following the certification is a signature block for the authorized agent, including the agents name and title, telephone number and date. Note the signature requirements of the NOI-SWCA shall be consistent with the requirements of 401 KAR 5:060, Section 4 [40 CFR 122.22].

8. NOI Preparer Information

- a. Name of the person who completed the NOI
- b. Contact information of the person who completed the NOI, including:
 - i. Mailing Address
 - ii. Telephone Number
 - iii. Email address

9. Attachments – Site Map

A legible map of appropriate scale sufficient to clearly illustrate the following:

- a. Property boundary of the project including entrances;
- b. Areas to be disturbed;
- c. Location of anticipated discharge points; and
- d. Location of receiving waters.
- e. Label nearby roads

For KYTC projects, the roadway plan shall substitute for the site map.

3.2. NOI Submission Requirements and Deadlines

Applicants shall use the electronic web based NOI submission system that allows the applicant to complete and submit the NOI-SWCA form online. Applicants can access this system at the following web address: https://dep.gateway.ky.gov/eForms/default.aspx?FormID=48. The applicant shall complete and submit the NOI-SWCA a minimum of (7) days before the proposed date for commencement of construction activities and shall receive authority to discharge as detailed in Section 3.3.

For ongoing projects, DOW will extend coverage for a period of one (1) year from the effective date of this renewal. Projects that will not achieve final stabilization by this date are required to resubmit an eNOI-SWCA to extend coverage under this general permit. Ongoing Projects include those that obtained coverage under the KYR10 prior to November 30, 2019.

DOW will not process any NOI that is incomplete, inaccurate, or in an incorrect format.

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3.3. **Authorization to Discharge**

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Authorization to discharge under the terms of this general permit shall be effective upon the receipt of written notification by the DOW. DOW will provide this written notification electronically to the email provided on the NOI-SWCA.

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SECTION 4 STANDARD CONDITIONS

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4. **Standard Conditions**

4.1. **Duty to Comply**

The permittee must comply with all conditions of this permit. Any permit noncompliance constitutes a violation of KRS Chapter 224 and is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or denial of a permit renewal application. Any person who violates applicable statutes or who fails to perform any duty imposed, or who violates any determination, permit, administrative regulation, or order of the cabinet promulgated pursuant thereto shall be liable for a civil penalty as provided at KRS 224.99.010.

4.2. **Duty to Reapply**

If the permittee wishes to continue an activity regulated by this permit after the expiration date of this permit, the permittee must comply with Section 1.3 of this permit.

4.3. Need to Halt or Reduce Activity Not a Defense

It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

4.4. **Duty to Mitigate**

The permittee shall take all reasonable steps to minimize or prevent any discharge or disposal in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment.

4.5. **Proper Operation and Maintenance**

The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the conditions of this permit. Proper operation and maintenance also includes adequate laboratory controls and appropriate quality assurance procedures. This provision requires the operation of back-up or auxiliary facilities or similar systems which are installed by a permittee only when the operation is necessary to achieve compliance with the conditions of the permit.

4.6. **Permit Actions**

This permit may be modified, revoked and reissued, or terminated for cause. The filing of a request by the permittee for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition.

4.7. **Property Rights**

This permit does not convey any property rights of any sort, or any exclusive privilege.

4.8. **Duty to Provide Information**

The permittee shall furnish to the Director, within a reasonable time, any information which the Director may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit or to determine compliance with this permit. The permittee shall also furnish to the Director upon request, copies of records required to be kept by this permit.

4.9. **Inspection and Entry**

The permittee shall allow the Director or an authorized representative (including an authorized contractor acting as a representative of the Director), upon presentation of credentials and other documents as may be required by law, to:

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- 1. Enter upon the permittee's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this permit;
- Have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit;
- 3. Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit; and
- 4. Sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by KRS 224, any substances or parameters at any location.

4.10. Signatory Requirement

- 1. All applications, reports, or information submitted to the Director shall be signed and certified pursuant to 401 KAR 5:060, Section 4.
- 2. KRS 224.99-010 provides that any person who knowingly provides false information in any document filed or required to be maintained under KRS Chapter 224 shall be guilty of a Class D felony and upon conviction thereof, shall be punished by a fine not to exceed twenty-five thousand dollars (\$25,000), or by imprisonment, or by fine and imprisonment, for each separate violation. Each day upon which a violation occurs shall constitute a separate violation.

4.11. Reporting Requirements

4.11.1. Planned Changes

The permittee shall give notice to the Director as soon as possible of any planned physical alterations or additions to the permitted facility. Notice is required only when:

- 1. The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source in KRS 224.16-050;
- The alteration or addition could significantly change the nature or increase the quantity of
 pollutants discharged. This notification applies to pollutants which are subject neither to effluent
 limitations in the permit, nor to notification requirements under KRS 224.16-050; or
- 3. The alteration or addition results in a significant change in the permittee's sludge use or disposal practices, and such alteration, addition, or change may justify the application of permit conditions that are different from or absent in the existing permit, including notification of additional use or disposal sites not reported during the permit application process or not reported pursuant to an approved land application plan.

4.11.2. Anticipated Noncompliance

The permittee shall give advance notice to the Director of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements.

4.11.3. Transfers

This permit is not transferable to any person except after notice to the Director. The Director may require modification or revocation and reissuance of the permit to change the name of the permittee and incorporate such other requirements as may be necessary under KRS 224; see 401 KAR 5:050, Section 6; in some cases, modification or revocation and reissuance is mandatory.

4.11.4. Twenty-Four Hour Reporting

The permittee shall report any noncompliance which may endanger health or the environment.
 Any information shall be provided orally within twenty-four (24) hours from the time the
 permittee becomes aware of the circumstances. A written submission shall also be provided
 within five (5) days of the time the permittee becomes aware of the circumstances. The written

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submission shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance.

- 2. (The following shall be included as information which must be reported within twenty-four (24) hours under this paragraph.
 - a. Any unanticipated bypass which exceeds any effluent limitation in the permit.
 - b. Any upset which exceeds any effluent limitation in the permit.
 - c. Violation of a maximum daily discharge limitation for any of the pollutants listed by the Director in the permit to be reported within twenty-four (24) hours.
- 3. The Director may waive the written report on a case-by-case basis for reports under paragraph ii of this section if the oral report has been received within twenty-four (24) hours.

4.11.5. Other Information

Where the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to the Director, it shall promptly submit such facts or information.

TRIGG COUNTY STP BRZ 9030 (441)

AI No. 35050

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KYR100000

SECTION 5 OTHER CONDITIONS

KPDES Permit

Al No. 35050 **KPDES Permit** KYR100000 Page 26

5. **OTHER CONDITIONS**

5.1. **Authorization to Discharge**

Authorization to discharge under the terms of this general permit shall be effective upon the issuance of written notification by the DOW. DOW will provide this written notification electronically to the email provided on the NOI-SWCA.

5.2. **Termination of Coverage**

All existing coverages shall be terminated by DOW effective one (1) year after the effective date of this KYR10. The permittee shall submit a NOI-SWCA application requesting coverage under this renewal of the general permit if coverage is needed beyond this time frame.

When one or more of the following conditions have been met operators shall submit a completed Notice of Termination (NOT) to DOW:

- 1. Final stabilization has been achieved on all portions of the site for which the permittee is responsible;
- 2. Another permittee has assumed control over all areas of the site that have not been finally stabilized;
- 3. Coverage under an individual KPDES permit has been obtained.

For new projects that do not submit a Notice of Termination (NOT) as described above, termination of coverage will occur automatically two (2) years after authorization to discharge is granted unless the operator submits a new NOI-SWCA

5.3. **In-Stream Treatment or Disposal Facilities**

This permit does not authorize the construction or use of in-stream treatment or disposal facilities (sediment ponds, hollow fills, valley fills, etc.). Such authorization is within the jurisdiction of the U.S. Army Corps of Engineers and is implemented through the Clean Water Act §404 permitting program. A §404 permit action also requires the issuance of a Clean Water Act §401 Water Quality Certification by the Kentucky Division of Water. This certification shall be obtained on a site-specific basis as the U.S. Army Corps of Engineers §404 Nationwide permit does not provide automatic Clean Water Act §401 Water Quality Certification coverage for areas that impact more than 200 linear feet of stream or one (1) acre of wetlands. The conditions of the Clean Water Act §404 permit and the §401 Water Quality Certification shall be incorporated into the SWPPP.

5.4. **Schedule of Compliance**

For new projects the facility will comply with the requirements of this permit by the date of authorization to discharge under this permit.

For ongoing projects existing SWPPPs and BMPs shall be deemed in compliance with the requirements of this permit. However, should DOW take enforcement action regarding the failure of a SWPPP and/or BMPs to protect water quality, the permit holder may be required to make changes to the SWPPP and/or BMPs.

5.5. **Reopener Clause**

This permit shall be modified, or alternatively revoked and reissued, to comply with any applicable effluent standard or limitation issued or approved in accordance with 401 KAR 5:050 through 5:080, if the effluent standard or limitation so issued or approved:

1. Contains different conditions or is otherwise more stringent than any effluent limitation in the permit; or

AI No. 35050 KPDES Permit KYR100000 Page 27

2. Controls any pollutant not limited in the permit.

The permit as modified or reissued under this paragraph shall also contain any other requirements of KRS Chapter 224 when applicable.

5.6. Retention of Records

The permit requires that all required records and reports be retained, including SWPPPs and information used to complete the NOI, for at least three (3) years from the termination of coverage or expiration of the permit.

5.7. Antidegradation

For those discharges subject to the provisions of 401 KAR 10:030, Section 1(3)(b)5, the permittee shall install, operate, and maintain buffer zones and stormwater controls consistent with those required by Section 2.5.

5.8. Continuation of Expiring Permit

In the event the permit expires prior to reissuance by DOW, the conditions and requirements of this version of KYR10 shall continue in effect until DOW reissues the permit. However, new or expanded coverages cannot be authorized until the permit is reissued.

5.9. Other Permits

This permit has been issued under the provisions of KRS Chapter 224 and regulations promulgated pursuant thereto. Issuance of this permit does not relieve the permittee from the responsibility of obtaining any other permits or licenses required by this Cabinet and other state, federal, and local agencies.

SPECIAL NOTE FOR CONTRACT COMPLETION DATE AND LIQUIDATED DAMAGES ON BRIDGE REPAIR CONTRACTS

I. COMPLETION DATE.

Upon Notice to Proceed, the Contractor has the option of selecting the Begin Work date. Once selected, notify the Department in writing of the date selected at least two weeks prior to beginning work and provide a proposed project schedule. All work is to be completed by the specified contract completion date. The Contractor is allotted 90 calendar days once the bridge is closed to complete all work to safely reopen the structure with no lane closures. At a minimum, prior to reopening the bridge to traffic, all strength requirements and curing for materials used shall be completed per Division 600 of the Standard Specifications. Guardrail shall be installed to the satisfaction of the Engineer prior to reopening the bridge to traffic unless prior approval is obtained from the engineer for use of temporary railing.

The Engineer will begin charging calendar days for a structure on the day the Contractor closes the structure to traffic, regardless of holidays or seasonal weather limitations.

II. LIQUIDATED DAMAGES.

Liquidated damages will be assessed to the Contractor in accordance with the Transportation Cabinet, Department of Highway's current Standard Specifications for Road and Bridge Construction, Section 108.09, when either the allotted number of calendar days or the specified completion date is exceeded.

-Contrary to the Standard Specifications, liquidated damages will be assessed to the Contractor during the months of December, January, February and March when the contract time has expired on any individual bridge. Contract time will be charged during these months. All construction must be completed in accordance with the weather limitations specified in Section 606 and/or Section 601 as applicable. No extension of Contract time will be granted due to inclement weather or temperature limitations that occur due to starting work on the Contract or a structure late in the construction season.

Any approval of cold weather plans or allowance of construction operations to occur outside Section 606 and/or Section 601 does not alleviate the 90 day maximum bridge closure. In the event the closure lasts longer than 90 calendar days as specified, liquidated damages will apply to all excess days regardless of weather limitations.

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SPECIAL NOTE

SEASONAL TREE CLEARING RESTRICTION

No clearing of trees five (5) inches or greater dbh (diameter breast height) between June 1 and July 31.

Questions regarding this note should be directed to Danny Peake, Director, KYTC Division of Environmental Analysis, 200 Mero Street, Frankfort, KY 40601, Phone (502) 564-7250.

Special Note for Bridge Demolition, Renovation and Asbestos Abatement

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

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

SPECIAL NOTE

BRIDGE DEMOLITION OR RENOVATION AND ASBESTOS

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

KYTC has completed a pre-demolition asbestos survey of the bridge, the results of which are attached to this note and should be included with the Contractor's notification filed with the KDAQ.

Survey results revealed approximately 46 square feet of RACM present. KDAQ recommends the removal be performed by a KDAQ-certified abatement contractor prior to demolition. Any additional cost of the certified abatement contractor will be incidental to the structure removal.

Questions regarding this note should be directed to Danny Peake, Director, KYTC Division of Environmental Analysis, 200 Mero Street, Frankfort, KY 40601, Phone (502) 564-7250.

	COUNT RZ 9030
DEP 7(

OFFICE USE ONLY			
	# QI	LOG#	

PAGE 10F		NOTIFICATIO ABATEMENT/DEM (Instructions for a	ABATEMENT/DEMOLITION/RENOVATION (Instructions for completing form on back)	DEP / 03388 DEP / 03488 ONLY	GG COUN BBRZ 903
REVISION DATE NOTIFICATION #		this form with Regional Off Kentucky Divis	***File this form with Regional Office where project will be performed*** LOG # Kentucky Division for Air Quality		NTY 30 (441)
		300 Sower Bo Frankfor	300 Sower Boulevard, 2" Floor Frankfort, KY 40601		
Contractor			Description of planned renovation/demolition, including abatement methods	olition, including abatement methods	Ø
Address			& demo/reno methods.		
City	State	teZip			
Phone	Contact Person				
Owner			Description of affected facility components	nts	
Address					
City	State	teZip	Asbestos detection technique		
Phone	Contact Person		Amount of Cat. I & II nonfriable ACM involved but will not be removed:	nvolved but will not be removed:	
Project Location					
Address			Describe physical characteristics that make it nonfriable and methods	make it nonfriable and methods	
City	State	teZip	to keep it nonfriable (optional):		
Facility Age (yrs.)	Size of Facility or Affected Part (sq.ft.)	ected Part (sq.ft.)			
#Floors Affected	Present and Prior Use of Facility	Use of Facility	Describe contingency plan should nonfriable ACM become friable	onfriable ACM become friable or	
TYPE OF PROJECT (CHECK ONLY ONE):	CHECK ONLY ONE):		additional ACM be uncovered during renovation/ demolition:	ovation/ demolition:	
Renovation Demolition	Ordered Demolition	☐ Emergency ☐Long-term ☐			
PROJECT DATES:			Transporter		
Start Removal	End Removal	val	Address		
Start Renovation/Demolition		End Renovation/Demolition	City	State Zip	
Amount of ACM to be Removed:	Removed:		Phone		
			Disposal Site		
Regulated ACM (RACM)	I ACM Category II nonfriable ACM	Category I nonfriable ACM	Address City	StateZip	
Linear	Table 1		I hereby certify that at least one person trained as required by 40 CFR	n trained as required by 40 CFR	
Square			61.145(c)(8) will supervise the abatement work described herein. (optional	nt work described herein. (optional	Co
Feet			for strictly non-friable work)		ntrac Pa
Cubic			Submitted by:		t ID: age 9
			Company Name:		23: 4 of
					5328 169

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

Eiling Deadline: This form must be completed and filed with the Kentucky Division for Air Quality at least ten (10) working days before starting any asbestos removal, demolition, or other work which will disturb asbestos-containing material (ACM) in Kentucky facilities outside Jefferson County and in schools statewide, including Jefferson County. File with appropriate Regional Office.

Renotification: If developments occur that invalidate information on a notification (e.g., changes in dates, amounts, locations), file a revised form within the time frames specified in 401 KAR 58:025. Notifications may be numbered in the top-left corner (optional). First two digits are project year; remaining digits are project number (e.g., the first project in 1999 is 99-1).

discontage of the contract of

Line-by-Line Instructions:

Contractor/Owner: the contractor is the asbestos remover (or, for zero-asbestos demolitions, the demolition contractor). The owner is the entity having the work done. Project Location: The location at the address given where the work is taking place (e.g., which building/floor/room?).

Present/Prior Use: Enter the present and prior use(s) of the facility.

Type of Project: Each choice shown in this category has a specific description under 401 KAR 58:025:

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

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

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

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

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

Project Dates: Schedules must be precise and accurate. The "start removal" date is the date the removers arrive on-site and begin physically preparing the work area for emoval. "End removal" is the date the removers dismantle the work area after cleaning and clearing it. If circumstances arise that invalidate previously submitted start dates, a revised notification must be submitted showing the updated, correct start date. If the start date has been moved up, submit written renotification at least ten working days before the new start date. If the start date has been moved back, telephone the Division as soon as possible before the original date and submit written enotification no later than the original start date.

Schedules for renovation and demolition (next line after removal schedule) are handled similarly, except that renotification is required only for schedule changes involving demolitions, not renovations.

equire you to identify the amount of nonfriable ACM that will be removed, the table provides space for nonfriable ACM to accommodate those notifiers who choose to Amount of ACM: In this table, enter the amount and type (RACM, Category I, and/or Category II) of asbestos that will be removed. Although the regulation does not document these removals.

Description of project: Describe the demolition or renovation work to be performed and method(s) to be used, including work practices and engineering controls to be

Asbestos Detection Technique: Give a general description of the asbestos survey, for example, "AHERA-style survey by accredited inspector; samples analyzed by

Amount of nonfriable ...: If all nonfriable ACM will be properly removed, enter "NA."

Contingency Plans: If Category II nonfriable ACM becomes crumbled, pulverized, or reduced to powder, or if additional RACM is discovered, describe procedures to be followed. For example, "Move demolition activity away from ACM immediately; remove the ACM using regulation-required procedures." Even "Stop work, call Division for Air Quality" is OK.



ASBESTOS INSPECTION REPORT

Prepared for: Aaron Detjen, PE, RSPI

WSP USA, Inc.

Prepared by: Jared Looney, EIT

Al Number 175162 License Number 74088

Structure ID: 111B00031N, Item I-10183

KY-525 over Potts Creek Trigg County, Kentucky

Prepared: December 10, 2022

PROJECT DESCRIPTION

Third Rock Consultants, LLC (Third Rock) was retained to conduct a pre-demolition asbestos survey for the above-referenced project. Based on the Bridge Inspection Report from Kentucky Transportation Cabinet, the bridge appears to have been constructed in 1960.

INSPECTION METHODOLOGY

An inspection was conducted on November 21, 2022 in accordance with applicable National Emission Standards for Hazardous Air Pollutants (NESHAP) standards to determine if asbestos-suspect materials are present, including Category I non-friable, Category II non-friable, and friable materials. Upon inspection, asbestos-suspect material was observed in the abutment joint of the southern end of the bridge. It is assumed that this material is also present in the northern abutment joint, although this abutment appears to have been recently repaired. The asbestos-suspect material was black and brittle with approximately 46 square feet present.

One (I) sample was taken at a representative location from the asbestos-suspect material and delivered under chain-of-custody (COC) as Sample I-10183-1. The COC and photo documentation of each sampling location are attached.

FINDINGS

Laboratory analysis revealed that Sample 1-10183-1, which was a friable material, contained 2% chrysotile asbestos. Results are attached.

Note that the Kentucky Division for Air Quality (KDAQ) must be notified at least 10 working days prior to any demolition activities. To notify KDAQ, Form ID 70 must be completed through the Kentucky Energy and Environment Cabinet's eForms website.

TRIGG COUNTY STP BRZ 9030 (441) Contract ID: 235328

IIIB00031N, Item I-10183 Asbestos Inspection Report Page 97 of 169 KY-525 over Potts Creek Trigg County, Kentucky Page 2 of 2 (Plus Attachments)



LIMITATIONS

The findings and conclusions of this report are based solely on the conditions present at the structure during the inspection date. Although great care has been taken by Third Rock to conduct a thorough, accurate inspection and report, Third Rock disclaims any and all liability for any errors, omissions, or inaccuracies in the information provided, whether due to inadvertence or otherwise, and for any consequence arising therefrom. The information provided hereunder neither claims to be nor constitutes legal or medical advice. Third Rock shall not be liable for any special, consequential, or exemplary damages resulting, in whole or in part, from the customer's use of the information. Liability on the part of Third Rock is limited to the monetary value paid for this report.

REFERENCES

Google Earth. [Accessed December 10, 2022]. https://www.google.com/earth.

Asbestos Inspection Photo Log Bridge ID 111B00031N Item No. 1-10183 KY-525, Trigg County, Kentucky



I - IMG_2642 Bridge Surface - Facing S.JPG



2 - IMG_2639 Bridge Below Deck - Facing N.JPG

Asbestos Inspection Photo Log Bridge ID 111B00031N Item No. 1-10183 KY-525, Trigg County, Kentucky



3 - IMG_2638 Bridge Abutment - Facing S.JPG



4 - IMG_2640 Joint in Bridge Abutment - Facing S - Sample 1-10183-1.jpg



Microbac Laboratories, Inc., Louisville

CERTIFICATE OF ANALYSIS L2K1053

Project Description

KY22-034

For:

Jared Looney

Third Rock Consultants

2526 Regency RD STE 180

Lexington, KY 40503

Customer Relationship Associate Crystal Williams

Friday, December 9, 2022

Please find enclosed the analytical results for the samples you submitted to Microbac Laboratories. Review and compilation of your report was completed by Microbac Laboratories, Inc., Louisville. If you have any questions, comments, or require further assistance regarding this report, please contact your service representative listed above.

I certify that all test results meet all of the requirements of the accrediting authority listed within this report. Analytical results are reported on a 'as received' basis unless specified otherwise. Analytical results for solids with units ending in (dry) are reported on a dry weight basis. A statement of uncertainty for each analysis is available upon request. This laboratory report shall not be reproduced, except in full, without the written approval of Microbac Laboratories. The reported results are related only to the samples analyzed as received.

Microbac Laboratories, Inc.

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Microbac Laboratories, Inc., Louisville CERTIFICATE OF ANALYSIS

L2K1053

Client Sample ID: 1-10175-3 Sample Matrix: Solid

Collected By: **CUSTOMER** Lab Sample ID: L2K1053-07 **Collection Date:** 11/21/2022 13:20

Analyses Performed by: MCCALL AND SPERO ENVIRONMENTAL

General Parameters	Result	Limit(s)	MDL	RL	Units	Note	Prepared	Analyzed	Analyst
Method: EPA/600/M4-82-020									
Asbestos, Chrysotile	<1		1	1	%		11/21/22 1320	12/06/22 0000) MCS
Asbestos, Amosite	<1		1	1	%		11/21/22 1320	12/06/22 0000) MCS
Asbestos, Crocidolite	<1		1	1	%		11/21/22 1320	12/06/22 0000) MCS
Asbestos, Other	<1		1	1	%		11/21/22 1320	12/06/22 0000) MCS
Cellulose	10		1	1	%		11/21/22 1320	12/06/22 0000) MCS
Fibrous Glass	<1		1	1	%		11/21/22 1320	12/06/22 0000) MCS
Mineral Wool	<1		1	1	%		11/21/22 1320	12/06/22 0000) MCS
Other Non-Asbestos Fibers	90		1	1	%		11/21/22 1320	12/06/22 0000) MCS
Other Matrix Materials	<1		1	1	%		11/21/22 1320	12/06/22 0000) MCS

Client Sample ID: 1-10183-1

Sample Matrix: Solid Lab Sample ID: L2K1053-08 Collected By: **CUSTOMER** 11/21/2022 14:30 **Collection Date:**

Analyses Performed by: MCCALL AND SPERO ENVIRONMENTAL

General Parameters	Result	Limit(s)	MDL	RL	Units	Note	Prepared	Analyzed	Analyst
Method: EPA/600/M4-82-020									
Asbestos, Chrysotile	2		1	1	%		11/21/22 1430	12/06/22 0000	MCS
Asbestos, Amosite	<1		1	1	%		11/21/22 1430	12/06/22 0000	MCS
Asbestos, Crocidolite	<1		1	1	%		11/21/22 1430	12/06/22 0000	MCS
Asbestos, Other	<1		1	1	%		11/21/22 1430	12/06/22 0000	MCS
Cellulose	5		1	1	%		11/21/22 1430	12/06/22 0000	MCS
Fibrous Glass	<1		1	1	%		11/21/22 1430	12/06/22 0000	MCS
Mineral Wool	<1		1	1	%		11/21/22 1430	12/06/22 0000	MCS
Other Non-Asbestos Fibers	93		1	1	%		11/21/22 1430	12/06/22 0000	MCS
Other Matrix Materials	<1		1	1	%		11/21/22 1430	12/06/22 0000	MCS

Client Sample ID: 1-10183-2

Sample Matrix: Solid Collected By: **CUSTOMER** Lab Sample ID: L2K1053-09 **Collection Date:** 11/21/2022 14:30

Analyses Performed by: Microbac Laboratories, Inc., Louisville

Metals Total by ICP	Result	Limit(s)	MDL	RL	Units	Note	Prepared	Analyzed	Analyst
Method: ASTM E1645-01									
Lead	230000		540	2700	mg/kg		12/05/22 1134	12/08/22 120	6 SSL

Results in bold have exceeded a limit defined for this project. Limits are provided for reference but as regulatory limits change frequently, Microbac Laboratories, Inc. advises the recipient of this report to confirm such limits and units of concentration with the appropriate Federal, state or local authorities before acting on the data.



Microbac Laboratories, Inc., Louisville CERTIFICATE OF ANALYSIS L2K1053

Definitions

%: Percent

MDL: Minimum Detection Limit
mg/kg: Milligrams per Kilogram
RL: Reporting Limit

Cooler Receipt Log

Cooler ID: Default Cooler Temp: 0.8°C

Cooler Inspection Checklist

Ice Present or not required?	Yes	Shipping containers sealed or not required?	Yes
Custody seals intact or not required?	Yes	Chain of Custody (COC) Present?	Yes
COC includes customer information?	Yes	Relinquished and received signature on COC?	Yes
Sample collector identified on COC?	Yes	Sample type identified on COC?	Yes
Correct type of Containers Received	Yes	Correct number of containers listed on COC?	Yes
Containers Intact?	Yes	COC includes requested analyses?	Yes
Enough sample volume for indicated tests received?	Yes	Sample labels match COC (Name, Date & Time?)	Yes
Samples arrived within hold time?	Yes	Correct preservatives on COC or not required?	Yes
Chemical preservations checked or not required?	Yes	Preservation checks meet method requirements?	Yes
VOA vials have zero headspace, or not recd.?	Yes		

Project Requested Certification(s)

McCall and Spero Environmental 00076

Kentucky Energy and Environment Cabinet

Report Comments

Samples were received in proper condition and the reported results conform to applicable accreditation standard unless otherwise noted.

The data and information on this, and other accompanying documents, represents only the sample(s) analyzed. This report is incomplete unless all pages indicated in the footnote are present and an authorized signature is included. The services were provided under and subject to Microbac's standard terms and conditions which can be located and reviewed at https://www.microbac.com/standard-terms-conditions.

Reviewed and Approved By:

Cuptal Williams

Crystal Williams

Customer Relationship Associate Reported: 12/09/2022 13:54 TRIGG COUNTY STP BRZ 9030 (441)

TEAM KENTUCKY®

TRANSPORTATION CABINET

KENTUCKY TRANSPORTATION CABINET Department of Highways

DIVISION OF RIGHT OF WAY & UTILITIES

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

Contract ID: 235328

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RIGHT OF WAY CERTIFICATION

\boxtimes	Original		Re-Certification RIGHT OF WAY CERTIFICATION					
	ITEM	#			COUNTY	PROJE	CT # (STATE)	PROJECT # (FEDERAL)
01-10	0183			Trigg		1100 FD55 1	21 9414002R	
PROJ	ECT DESCI	RIPTIO	N			1		
Kent	ucky Bridge	e Progi	ram - 1	11B0003	1N - KY 525 Bridge Repla	cement		
	No Additi							
Const			_		ne existing right of way. Th	e right of way w	as acquired in accorda	ance to FHWA regulations
						ions Policy Act c	of 1970, as amended. N	Io additional right of way or
reloca	ation assista	ance we	ere requ	uired for th	is project.			
\boxtimes					of Way Required and Cle	-		
			-	_	ol of access rights when ap	-	=	
-				-		•		e may be some improvements
	remaining on the right-of-way, but all occupants have vacated the lands and improvements, and KYTC has physical possession and the							
	rights to remove, salvage, or demolish all improvements and enter on all land. Just Compensation has been paid or deposited with the							
court. All relocations have been relocated to decent, safe, and sanitary housing or that KYTC has made available to displaced persons								
adequate replacement housing in accordance with the provisions of the current FHWA directive. Condition # 2 (Additional Right of Way Required with Exception)								
The r		-			ed, the right to occupy and		-of-way required for t	he proper execution of the
						_		
project has been acquired. Some parcels may be pending in court and on other parcels full legal possession has not been obtained, but right of entry has been obtained, the occupants of all lands and improvements have vacated, and KYTC has physical possession and right								
to remove, salvage, or demolish all improvements. Just Compensation has been paid or deposited with the court for most parcels. Just								
Compensation for all pending parcels will be paid or deposited with the court prior to AWARD of construction contract							· · · · · · · · · · · · · · · · · · ·	
	Condition	# 3 (A	dditio	nal Right	of Way Required with E	xception)		
The a	cquisition o	r right	of occu	pancy and	use of a few remaining par	cels are not con	nplete and/or some pa	arcels still have occupants. All
rema	ining occup	ants ha	ve had	replaceme	nt housing made available	to them in acco	rdance with 49 CFR 24	.204. KYTC is hereby
								necessary right of way will not
					will not be relocated, and,			· · · · · · · · · · · · · · · · · · ·
	-				ng. KYTC will fully meet all	•		
					all acquisitions, relocations	s, and full payme	ents after bid letting ar	nd prior to
	lumber of Parc				EXCEPTION (S) Parcel #	ANTICI	PATED DATE OF POSSESSIO	N WITH EVELANATION
	er of Parcels Ti			3 guired	EXCEPTION (3) Parcer#	ANTICI	PATED DATE OF POSSESSIO	N WITH EXPLANATION
Signed		iat ilave	Deen Ac	3				
	mnation			0				
Signed				0				
Notes	/ Comments	(<u>Text is</u>	limited	. Use additi	onal sheet if necessary.)			
LPA RW Project Manager Right of Way Supervisor								
Printed Name Printed Name Mark C. Askin, P.E.								
Sig	nature					Signature	DN: cn=M	ark Askin, P.E., c=US, rk askin@strand.com
	Date Date: 2023 0.00 27.0 1.000 100 09/2023							
		Righ	nt of W	ay Directo	or		FHWA	
Print	ed Name			Dean M	1. Loy P	rinted Name		
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UTILITIES AND RAIL CERTIFICATION NOTE

Trigg County FD55 121 9414002U KY 525 over Unnamed Stream Bridge Replacement 01-10183.00

GENERAL PROJECT NOTE ON UTILITY PROTECTION

Utility coordination efforts determined that no significant utility relocation work is required to complete the project. Any work pertaining to these utility facilities is defined in the bid package and is to be carried out as instructed by the Kentucky Transportation Cabinet. The contractor will be responsible for any coordination or adjustments that are discussed or quantified in the proposal.

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

AT&T-Communication
Barkley Lake Water District-Water

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

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

N/a

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

N/a

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

N/a

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

☑ No Rail Involved ☐ Minimal Rail Involved (See Below) ☐ Rail Involved (See Below)

UNDERGROUND FACILITY DAMAGE PROTECTION – BEFORE YOU DIG

The contractor shall make every effort to protect underground facilities from damage as prescribed in the Underground Facility Damage Protection Act of 1994, Kentucky Revised Statute KRS 367.4901 to 367.4917. It is the contractor's responsibility to determine and take steps necessary to be in compliance with federal and state damage prevention directives. The contractor is instructed to contact KY 811 for the location of existing underground

UTILITIES AND RAIL CERTIFICATION NOTE

Trigg County FD55 121 9414002U KY 525 over Unnamed Stream Bridge Replacement 01-10183.00

utilities. Contact shall be made a minimum of two (2) and no more than ten (10) business days prior to excavation.

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

SPECIAL CAUTION NOTE – PROTECTION OF UTILITIES

The contractor will be responsible for contacting all utility facility owners on the subject project to coordinate his activities. The contractor will coordinate his activities to minimize and, where possible, avoid conflicts with utility facilities. Due to the nature of the work proposed, it is unlikely to conflict with the existing utilities beyond minor facility adjustments. Where conflicts with utility facilities are unavoidable, the contractor will coordinate any necessary relocation work with the facility owner and Resident Engineer. The Kentucky Transportation Cabinet maintains the right to remove or alter portions of this contract if a utility conflict occurs.

The utility facilities as noted in the previous section(s) have been determined using data garnered by varied means and with varying degrees of accuracy: from the facility owners, a result of S.U.E., field inspections, and/or reviews of record drawings. The facilities defined may not be inclusive of all utilities in the project scope and are not Level A quality, unless specified as such. It is the contractor's responsibility to verify all utilities and their respective locations before excavating.

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

UTILITIES AND RAIL CERTIFICATION NOTE

Trigg County
FD55 121 9414002U
KY 525 over Unnamed Stream Bridge Replacement
01-10183.00

AREA UTILITIES CONTACT LIST

<u>Facility</u>	<u>Address</u>	<u>Contact</u>	<u>Phone</u>	<u>Email</u>
<u>Owner</u>		<u>Name</u>		
BARKLEY	P.O. Box 308	John Herring	270-924-	blwd@ATT.net
LAKE WATER	Cadiz, KY		5616	
DISTRICT	42211			
AT&T	810 Kentucky	Amanda	270-210-	as0063@att.com
	Av, paducah,	Berkley	4783	
	KY, 42003			

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DEPARTMENT OF THE ARMY CORPS OF ENGINEERS NATIONWIDE SECTION 404 PERMIT AUTHORIZATION

DEPARTMENT FOR ENVIRONMENTAL PROTECTION KENTUCKY DIVISION OF WATER SECTION 401 GENERAL WATER QUALITY CERTIFICATION

The replacement of KY-525 over Potts Creek (Bridge I11B00031N) will entail complete removal of the existing bridge and construction of a new bridge without load restrictions. The project will replace the bridge in the same location with generally the same current geometrics (bridge width, length, hydraulic opening, etc.) to avoid environmental impacts, utility impacts, and minimize the need for new right of way. Approach roadway pavement will be replaced in the direct vicinity of the bridge. The bridge will be completely closed to through-traffic during construction and existing traffic will be detoured on nearby roads. There will not be an on-site diversion. Right-of-way and permanent easements will be required.

Location	Description of Project Impacts
KY-525 over Potts Creek	The proposed project will impact approximately 60 ft (0.06 acre) of Potts Creek, an intermittent stream approximately 40 ft wide at KY-525, and approximately 140 ft (0.01 ac) of an unnamed, ephemeral tributary to Potts Creek approximately 3.5 ft wide at KY-525.

Impacts to jurisdictional Waters of the United States as defined by the US Army Corps of Engineers and surface waters of the Commonwealth defined pursuant to 401 KAR Chapter 10 are authorized under Section 404 Nationwide Permit (NWP) #3 for maintenance associated with the repair, rehabilitation, replacement or removal of any previously authorized, currently serviceable structure or fill.

The Kentucky Division of Water has conditionally certified the use of NWP #3 provided the conditions of the attached General Certification are met. One such condition limits the use or operation of heavy equipment within the stream channel. In those instances in which such in-stream work is unavoidable, a work platform or temporary crossing constructed with clean rock and sufficient pipe to allow stream flow to continue, unimpeded, shall be used.

To 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 Kentucky Transportation Cabinet, Division of Environmental Analysis (DEA). If such changes result in additional impacts to jurisdictional Waters of the United States, the Contractor will be responsible for coordinating directly with the US Army Corps of Engineers and Kentucky Division of Water to secure the requisite authorization Copies of all correspondence to or from either agency shall be forwarded to DEA Director Danny Peake at 200 Mero Street, Frankfort, KY 40601, Phone (502) 564-7250.

The Contractor shall post a copy of this Notice in a conspicuous location at the project site, with unencumbered public access for the duration of the construction.



ANDY BESHEAR GOVERNOR REBECCA W. GOODMAN
SECRETARY

ANTHONY R. HATTON
COMMISSIONER

ENERGY AND ENVIRONMENT CABINET DEPARTMENT FOR ENVIRONMENTAL PROTECTION

300 SOWER BOULEVARD FRANKFORT, KENTUCKY 40601

General Certification--Nationwide Permits (NWP)

NWP 3 – Maintenance
NWP 5 – Scientific Measurement Devices
NWP 7 – Outfall Structures and Associated Intake Structures
NWP 23 – Approved Categorical Exclusions
NWP 25 – Structural Discharges
NWP 30 – Moist Soil Management for Wildlife
NWP 31 – Maintenance of Existing Flood Control Facilities
NWP 45 – Repair of Uplands Damaged by Discrete Events
NWP 46 – Discharges in Ditches
NWP 59 – Water Reclamation and Reuse Facilities

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



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General Certification--Nationwide Permits 3, 5, 7, 23, 25, 30, 31, 45, 46, and 59. Page 2

statements are written entirely at the end of the certification under the section *Statements* of *Necessity*.

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 activities covered by the above listed Nationwide Permits, provided that the conditions in this General Certification are met. Activities that do not meet the conditions of this General Certification require an Individual Section 401 Water Quality Certification.

- 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]
- 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]
- 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]
- 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. [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]

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General Certification--Nationwide Permits 3, 5, 7, 23, 25, 30, 31, 45, 46, and 59. Page 3

- 6. Stream relocation, realignment, straightening, and/or widening 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]
- 7. 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 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]
- 8. 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]
- 9. 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]
- 10. 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]
- 11. 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]

General Certification--Nationwide Permits 3, 5, 7, 23, 25, 30, 31, 45, 46, and 59. Page 4

- 12. 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]
- 13. 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]
- 14. 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]
- 15. 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]
- 16. 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]
- 17. 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]
- 18. 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]
- 19. 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

General Certification--Nationwide Permits 3, 5, 7, 23, 25, 30, 31, 45, 46, and 59. Page 5

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]

20. If the final issued General Permit for Nationwide Permits 3, 5, 7, 23, 25, 29, 30, 31, 39, 42, 45, 46, 51, or E 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.



MEMORANDUM

TO: Michael Carpenter, P.E.

Director

Division of Structural Design / Geotechnical Branch

Kentucky Transportation Cabinet

1236 Wilkinson Boulevard Frankfort, Kentucky 40601

FROM: Christopher N. Farmer, P.E. (Consultant)

Principal Geotechnical Engineer

Bacon Farmer Workman Engineering & Testing, Inc. (BFW)

500 South 17th Street Paducah, Kentucky 42001

DATE: January 3, 2022

SUBJECT: Trigg County

D1 111B00031N Item No. 1-10183

KY 525

Bridge Over Unnamed Stream

Geotechnical Engineering Structure Foundation Report

1.0 Location and Description

The project is located on KY 525 over an unnamed stream, approximately 4.39 miles north of the intersection of KY 164 and KY 525, near the community of Roaring Spring in Trigg County, Kentucky. The bridge is being replaced as part of the KYTC Bridge Program Project Delivery. The proposed bridge is a single-span structure constructed using PPC Box Beams with a length of 73'-0" (out to out), a bridge width of 24'-6½" on a 0° skew right. The bridge will be constructed with two pile supported fixed end bents.

2.0 Site Geologic Conditions

The bridge is located within the Cadiz, KY Geologic and Topographic Quadrangles (GQ #412). Geologic mapping of the bridge location shows the geologic strata composed of shallow water deposited alluvium which consists of sands, silts and gravels and underlain by the lower member of St. Louis and Salem Limestone. The lower members of St Louis and Salem Limestones are comprised of microcrystalline limestones with some beds cherty and dolomitic, all medium gray to medium-olive-gray. The area is shown with numerous karst features in the general project location. A rock outcropping was observed in the stream near the existing southern bridge abutment. The Natural Resources Conservation Service (NRCS) Soil map classifies the surface soils at the bridge location as Nolin Silt Loams.

3.0 Field Investigation

Subsurface drilling was conducted by Bacon Farmer Workman Engineering & Testing, Inc. (BFW) from October 25th to 27th, 2022. One boring (B-1) was advanced near the proposed northern end bent (End Bent 2) and one sounding (S-1) was advanced near the proposed southern end bent (End Bent 1). The northern boring was advanced to an auger refusal depth of 25'1" feet (Elevation 422.18). The sounding was advanced to a refusal depth of 39.5 feet (Elevation 411.42). Soil samples were collected during the drilling activities and were delivered to and analyzed by BFW's in-house soil laboratory. Several rock outcroppings were observed within the creek bed along the southern side. The rock outcroppings were highly variable in depth. A rock outcropping or boulder was observed within the creek bed near the southern abutment. However, the rock sounding advanced immediately south of the southern existing bridge abutment was advanced to a depth of 39.5 feet indicating potential variable rock depths or weather rock zones.

4.0 <u>Laboratory Testing</u>

Alluvial soils were encountered during drilling activities and consisted of layered inorganic low plasticity silts, silty sands, silty gravels, and silty clays. Soil samples were collected during drilling activities and were taken to BFW's in-house laboratory for classification.

Based on laboratory results, soils were classified as SM, ML, GM, and CL, using the Unified Soil Classification System and A-1-a, A-2-4, A-4, and A-6 using the AASHTO Classification Method.

5.0 Subsurface Conditions

Below the surface organics, firm silty sands and silts were encountered. The silty sands and silts were interbedded and firm to stiff in consistency. The interbedded silty sands and silts extended to depths of approximately 10 feet with silty gravels and chert fragments were encountered and transitioned back to silts to approximately 15 feet. Below 15 feet the soils transitioned to silty clay soils with intermittent gravel and extended to auger refusal depths of 25.08' (Elev. 422.18).

Coring activities were commenced and was advanced to 35.1 feet where the coring was terminated. The underlying bedrock was comprised of gray, microcrystalline, limestone with minor weathering. A small vug was encountered within the rock core sample at approximately Elevation 417.88 in the upper portion of the rock core. Kentucky Rock Quality Designation (KYRQD) ranged from 64 to 79 percent with recoveries of 94 percent. Based on the area geologic maps the area is in a potential karst location.

A sounding was advanced on the south side of the proposed bridge. The depth to rock was determined to be 39.5 feet (Elev. 411.42). Groundwater was not encountered at the time of drilling activities. As stated previously, a rock outcropping or boulder was observed within the creek bed near the southern abutment. Based on the difference in rock depths between variable rock depths may be present.

6.0 ENGINEERING ANALYSIS AND RECOMMENDATIONS

Embankments and Settlement – Since little to no fill will be placed for the bridge replacement, slope stability and settlement are not of geotechnical concern. Embankment slopes are to be constructed at slopes the same as currently in existence or 2H:1V, whichever is flatter. If a slope steeper than 2H:1V is required, please contact BFW for further assistance and recommendations.



End Bent 1 and 2 – **End Bent 1 (South)** use end bearing H-Pile foundation seated on bedrock with tip elevation of approximately 411.42 feet. For **End Bent 2 (North)** use end bearing H-pile foundation seated on bedrock with tip elevation of 422.18 feet. Based on depth to rock within the boring and sounding, the use of predrilling it not anticipated. However, a rock outcropping was observed within the streambed near the existing southern bridge abutment which indicates that rock depths could vary within abutment locations. Minimum pile embedment of 10 feet must be maintained. If minimum 10' embedment cannot be obtained due to higher rock lines or boulders the predrilling would be necessary.

Where pre-drilling is necessary for pile installation, the holes shall be backfilled with sand or pea gravel once the pile is in place. A temporary casing may be required to prevent collapse of the hole. If used, the casing shall be removed, as the hole is being backfilled. Piles shall then be driven to refusal.

According to the **KYTC Bridge Program Project Delivery Manual** the use of H-piles is preferred over pipe piles. The use of pipe piles is not recommended due to the presence of shallow rock.

Based on the manual, in locations susceptible to karstic conditions, the use of axial resistance factor of 0.30 to estimate the maximum nominal resistance (f_c) of the pile in lieu of 0.50/0.6 suggested for severe driving conditions.

Scour – Scour information was provided to BFW Engineering by WSP. Table 1 below presents the results of the scour analysis.

Scour Analysis Summary							
Scour Type	Left Abutment (ft)	Piers (ft)	Right Abutment (ft)				
Local	7.0	N/A	7.0				
Contraction		N/A					
Total	7.0	N/A	7.0				

According to KYTC Drainage Manual – DR 804-11, abutment scour can be mitigated by the use of countermeasures for slope protection. Slope protection will be required at End Bents 1 and 2 locations.

- 6.4 <u>Slope Protection</u> Slope protection will be required at the bridge meeting the requirements of Sections 703 & 805 of the Standard Specifications for Road and Bridge Construction, current edition. Place a Class 1, Geotextile Fabric, in accordance with Sections 214 & 843 of the Standard Specification for Road and Bridge Construction, current edition, between the embankment and the slope protections.
- 6.5 Wave Equation Analysis A wave equation was not conducted for this location due to the relatively shallow depths to rock. Based on analysis of similar locations, it will be possible to drive 12" or 14" H-piles to bedrock and practical refusal without encountering excessive blow counts or damaging the pile. The contractor shall submit the proposed pile driving system to the Department for approval prior to the installation of the first pile. Approval of the pile driving system by the Engineer will be subject to satisfactory field performance of



the pile driving procedures. For **12" H-pile**, a hammer with rated energy between 20 and 27 kips-ft. will be required to drive the H-piles to practical refusal without encountering excessive blow counts or damaging the piles. For **14" H-pile**, a hammer with rated energy between 27 and 34 kips-ft. will be required to drive the H-piles to practical refusal without encountering excessive blow counts or damaging the piles

6.6 Verification of Piles Capacities – Drive point bearing piles to practical refusal. For this project minimum blow requirements are reached after total penetration becomes ¼ inch or less for 5 consecutive blows, practical refusal is obtained after the pile is struck an additional 5 blows with total penetration of ¼ inch or less.

Advance the production piling to the driving resistances specified above and to depths determined by test pile(s) and subsurface data sheet. Immediately cease driving operations if the pile visibly yields or becomes damaged during driving. If hard driving is encountered because of dense strata or an obstruction, such as a boulder before the pile is advanced to the depth anticipated, the Engineer will determine if more blows than the average driving resistance specified for practical refusal is required to further advanced the pile. Drive additional production and test piles if directed by the Engineer.

6.7 <u>Minimum Pile Lengths</u> – It is recommended that the structural designer include minimum required pile lengths or tip elevations required to satisfy pile lateral stability on the project plans. As stated in Section 6.2, a minimum pile embedment of 10 feet must be maintained. If minimum 10' embedment cannot be obtained due to higher rock lines or boulders the predrilling would be necessary.

It is also recommended that factored uplift design loads, if applicable, be included in the pile record table. Since final pile lengths or tip elevations will be adjusted in the field based on field verification of axial capacity, this information will be used during construction to help ensure that adequate pile embedment and capacities are obtained, and pile lengths are not based on compressive axial capacity alone.

7.0 Plan Notes

The following notes should be included at the appropriate locations in the plans

7.1 PRACTICAL REFUSAL (Case 1): Drive point bearing piles to practical refusal. For this project minimum blow requirements are reached after total penetration becomes ¼ inch or less for 5 consecutive blows, practical refusal is obtained after the pile is struck an additional 5 blows with total penetration of ¼ inch or less. Advance the production piling to the driving resistances specified above and to the depths determined by test pile(s) and subsurface data sheet(s). Immediately cease driving operations if the pile visibly yields or becomes damaged during driving. If hard driving is encountered because of dense strata or an obstruction, such as a boulder before the pile is advanced to the depth anticipated, the Engineer will determine if more blows than the average driving resistance specified for practical refusal is required to further advance the pile. Drive additional production and test piles if directed by the Engineer.



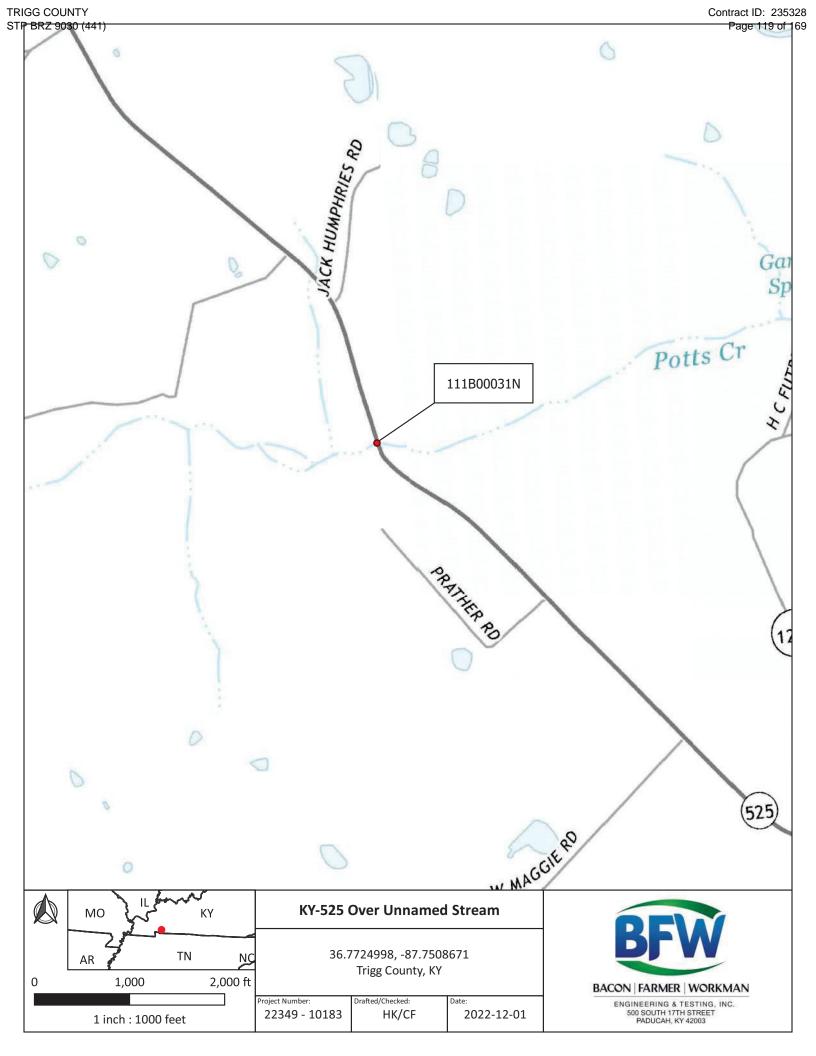
- 7.2 HAMMER CRITERIA: Single acting diesel hammers with rated energies of 20 kip-ft to 27 kips-ft is recommended for HP 12 x 53 piles to adequately drive the piles at end bents without encountering excessive blow counts or overstressing the piles. For 14 x 89 piles, a hammer with a rated energy between 27 and 34 kips-ft will be required to drive the H-piles to practical refusal without encountering excessive blow counts or damaging the piles. The use of hammers other than single acting diesel may require different rated energies. The Contractor shall submit the proposed pile driving system to the Department for approval prior to the installation of the first pile. Approval of the pile driving system by the Engineer will be subject to satisfactory field performance of the pile driving procedures.
- **7.3** Embankments at the bridge end bent locations shall be constructed in accordance with Special Provision 69 Embankment at Bridge End Bent Structures.
- 7.4 Slope protection will be required at the bridge meeting the requirements of Sections 703 & 805 of the Standard Specifications for Road and Bridges Construction, current edition. Place Geotextile Fabric, in accordance with Section 843 of the Standard Specifications for Road and Bridge Construction, current edition, between the embankment and the slope protection.
- **7.5** Cofferdams and/or dewatering methods may be required to facilitate foundation construction.
- **7.6** Temporary shoring or sheeting may be required to facilitate construction.
- 7.7 Where pre-drilling is necessary for pile installation, the holes shall be backfilled with sand or pea gravel once the pile is in place. A temporary casing may be required to prevent collapse of the hole. If used, the casing shall be removed, as the hole is being backfilled. Piles shall then be driven to refusal.

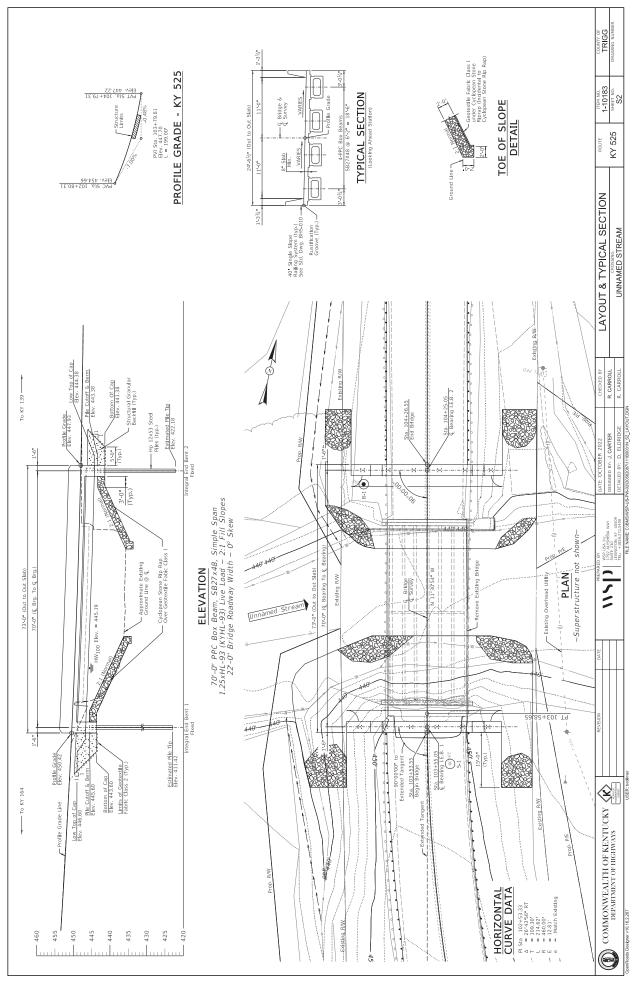
Should there be any questions, please contact BFW at (270) 443-1995 for further recommendations.

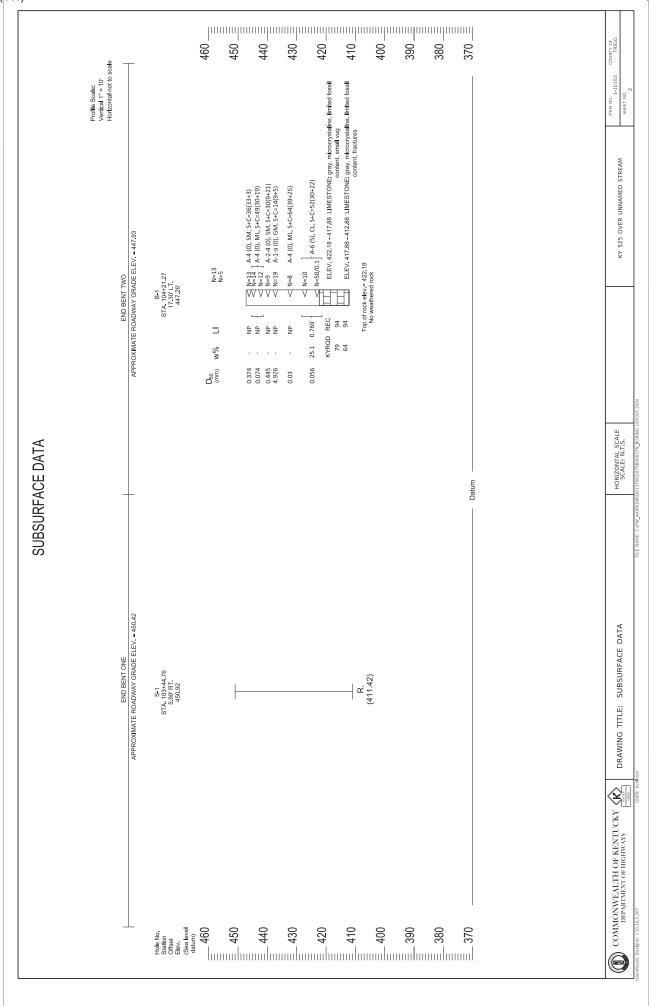
Attachments:

- Project Location Map
- Bridge Layout Sheet with Boring Locations
- Subsurface Data Sheet
- Coordinate Data Sheet









S-1

36.7725696°N

36.7723794°N

COORDINATE DATA SUBMISSION FORM KYTC DIVISION OF STRUCTURAL DESIGN - GEOTECHNICAL BRANCH

County		Trigg			Date	12/1/2022
Road Numb	per	KY 525		Notes:		
Survey Crev	v / Consultant	BFW				
Contact Per	rson	Jett Woods				
Item #		01-10183				
Mars#						
Project #						
Elevation D		cle one) Assumed				
HOLE NUMBER	LATITUDE (Decimal Degrees)	LONGITUDE (Decimal Degrees)	HOLE NUMBER	STATION	OFFSET	ELEVATION (FT)
CINICIE CDA	ALDDIDGE OVED HAIMAMI	ED CTDEAM				

1

S-1

104+21.27

103+44.76

17.30 LT

5.99 RT

447.26

450.92

87.7509373°W

87.7508016°W

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:

- Provide 3-line messages with each line being 8 characters long and at least 18 inches tall. Each character comprises 35 pixels.
- 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.
- 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.

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- 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:

 $/KEEP/RIGHT/\Rightarrow\Rightarrow\Rightarrow/$ /MIN/SPEED/**MPH/ /ICY/BRIDGE/AHEAD/ /ONE /KEEP/LEFT/< LANE/BRIDGE/AHEAD/ /LOOSE/GRAVEL/AHEAD/ /ROUGH/ROAD/AHEAD/ /RD WORK/NEXT/**MILES/ /MERGING/TRAFFIC/AHEAD/ /TWO WAY/TRAFFIC/AHEAD/ /NEXT/***/MILES/ /PAINT/CREW/AHEAD/ /HEAVY/TRAFFIC/AHEAD/ /REDUCE/SPEED/**MPH/ /SPEED/LIMIT/**MPH/ /BRIDGE/WORK/***0 FT/ /BUMP/AHEAD/ /MAX/SPEED/**MPH/ /TWO/WAY/TRAFFIC/ /SURVEY/PARTY/AHEAD/

> *Insert numerals as directed by the Engineer. Add other messages during the project when required by the Engineer.

2.3 Power.

- 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

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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:

CodePay ItemPay Unit02671Portable Changeable Message SignEach

Effective June 15, 2012

SPECIAL PROVISION FOR EMBANKMENT AT BRIDGE END BENT STRUCTURES

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

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

2.0 MATERIALS.

- **2.1 Granular Embankment.** Conform to Subsection 805.10. When Granular Embankment materials are erodible or unstable according to Subsection 805.03.04, use the Special Construction Methods found in 3.2 of the Special Provision.
- **2.2 Rock Embankment.** Provide durable rock from roadway excavation that consists principally of Unweathered Limestone, Durable Shale (SDI equal to or greater than 95 according to KM 64-513), or Durable Sandstone.
- **2.3 Pile Core.** Provide a pile core in the area of the embankments where deep foundations are to be installed unless otherwise specified. The Pile Core is the zone indicated on Standard Drawings RGX 100 and 105 designated as Pile Core. Material control of the pile core area during embankment construction is always required. Proper Pile Core construction is required for installation of foundation elements such as drilled or driven piles or drilled shafts. The type of material used to construct the pile core is as directed in the plans or below. Typically, the pile core area will be constructed from the same material used to construct the surrounding embankment. Pile Core can be classified as one of three types:
- A) Pile Core Conform to Section 206 of the Standard Specifications. Provide pile core material consisting of the same material as the adjacent embankment except the material in the pile core area shall be free of boulders or particle sizes larger than 4 inches in any dimension or any other obstructions that may hinder pile driving operations. If the pile core material hinders pile driving operations, take the appropriate means necessary to reach the required pile tip elevation, at no expense to the Department.
- **B) Granular Pile Core.** Granular pile core is required only when specified in the plans. Select a gradation of durable rock to facilitate pile driving that conforms to Subsection 805.11. If granular pile core material hinders pile driving operations, take appropriate means necessary to reach the required pile tip elevation, at no expense to the Department.
- C) Cohesive Pile Core. Cohesive Pile Core is required only when specified in the plans. Conform to Section 206 of the Standard Specifications and use soil with at least 50 percent passing a No. 4 sieve having a minimum Plasticity Index (PI) of 10. In addition, keep the cohesive pile core free of boulders, larger than 4 inches in any dimension, or any other obstructions, which would interfere with drilling operations. If cohesive pile core material interferes with drilling operations, take appropriate means necessary to maintain

- 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>	Pay Unit
02223	Granular Embankment	Cubic Yards
02231	Structure Granular Backfill	Cubic Yards

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

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
- 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 designbuild 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.
- 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 nonminority 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 \$\overline{DBAconformance@dol.gov}\$. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.
- (5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

- under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- d. Fringe benefits not expressed as an hourly rate. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- e. Unfunded plans. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

- a. Withholding requirements. The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor. take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- b. Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph

- 2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:
- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
 - (2) A contracting agency for its reprocurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
 - (4) A contractor's assignee(s);
 - (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, <u>31</u> U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

- a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
- (2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
- (3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.
- (4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.
- b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

- agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.
- (2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at https://www.dol.gov/sites/dolgov/files/WHD/ legacy/files/wh347/.pdf or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.
- (3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:
 - (i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;
 - (ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and
 - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
- (4) Use of Optional Form WH–347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

- (5) Signature. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.
- (6) Falsification. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
- (7) Length of certified payroll retention. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- c. Contracts, subcontracts, and related documents. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- d. Required disclosures and access (1) Required record disclosures and access to workers. The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
- (2) Sanctions for non-compliance with records and worker access requirements. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
- (3) Required information disclosures. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

- a. Apprentices (1) Rate of pay. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (2) Fringe benefits. Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- (3) Apprenticeship ratio. The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- (4) Reciprocity of ratios and wage rates. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.
- b. Equal employment opportunity. The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

- **5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.
- **6. Subcontracts**. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.
- **7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- 8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.
- 9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- **10. Certification of eligibility**. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of <u>40 U.S.C. 3144(b)</u> 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, <u>18</u> 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 shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

- a. Withholding process. The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
- b. *Priority to withheld funds*. The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:
- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
 - (2) A contracting agency for its reprocurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate:
 - (4) A contractor's assignee(s);
 - (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, <u>31</u> 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)
- the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
 - (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
 - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.
- 2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).
- 5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

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

- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

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

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

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

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more — as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

- e. The terms "covered transaction," "debarred,"
 "suspended," "ineligible," "participant," "person," "principal,"
 and "voluntarily excluded," as used in this clause, are defined
 in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200.
 "First Tier Covered Transactions" refers to any covered
 transaction between a recipient or subrecipient of Federal
 funds and a participant (such as the prime or general contract).
 "Lower Tier Covered Transactions" refers to any covered
 transaction under a First Tier Covered Transaction (such as
 subcontracts). "First Tier Participant" refers to the participant
 who has entered into a covered transaction with a recipient or
 subrecipient of Federal funds (such as the prime or general
 contractor). "Lower Tier Participant" refers any participant who
 has entered into a covered transaction with a First Tier
 Participant or other Lower Tier Participants (such as
 subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

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

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800: and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).
- (5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and
- (6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

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

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

- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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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.

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XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

- 1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
- 2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

- 1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
- a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
- 2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
- 3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
- 4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above
- 5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.
- 6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

KENTUCKY TRANSPORTATION CABINET DEPARTMENT OF HIGHWAYS

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

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

KRS CHAPTER 344 EFFECTIVE JUNE 16, 1972

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

- 1. The contractor shall not fail or refuse to hire, or shall not discharge any individual, or otherwise discriminate against an individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, national origin, sex, disability or age (forty and above); or limit, segregate, or classify his employees in any way which would deprive or tend to deprive an individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, national origin, sex, disability or age forty (40) and over. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2. The contractor shall not print or publish or cause to be printed or published a notice or advertisement relating to employment by such an employer or membership in or any classification or referral for employment by the employment agency, indicating any preference, limitation, specification, or discrimination, based on race, color, religion, national origin, sex, or age forty (40) and over, or because the person is a qualified individual with a disability, except that such a notice or advertisement may indicate a preference, limitation, or specification based on religion, national origin, sex, or age forty (40) and over, or because the person is a qualified individual with a disability, when religion, national origin, sex, or age forty (40) and over, or because the person is a qualified individual with a disability, is a bona fide occupational qualification for employment.
- 3. If the contractor is in control of apprenticeship or other training or retraining, including on-the-job training programs, he shall not discriminate against an individual because of his race, color, religion, national origin, sex, disability or age forty (40) and over, in admission to, or employment in any program established to provide apprenticeship or other training.

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

Revised: January 25, 2017

Standard Title VI/Non-Discrimination Assurances

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

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

Standard Title VI/Non-Discrimination Statutes and Authorities

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

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

EXECUTIVE BRANCH CODE OF ETHICS

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

KRS 11A.040 (7) provides:

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

KRS 11A.040 (9) states:

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

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

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

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

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

In case of doubt, the law permits you to request an advisory opinion from the Executive Branch Ethics Commission, 1025 Capital Center Drive, Suite 104, Frankfort, Kentucky 40601; telephone (502) 564-7954.

Revised: May 23, 2022

"General Decision Number: KY20230040 10/20/2023

Superseded General Decision Number: KY20220040

State: Kentucky

Construction Type: Highway

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

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

Note: 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 |. The contractor must pay option is exercised) on or after January 30, 2022:

- |. Executive Order 14026 generally applies to the contract.
- 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:

- 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		01/13/2023	
2		02/10/2023	
3		02/24/2023	
4		03/31/2023	
5		04/14/2023	
6		06/09/2023	
7		07/14/2023	
8		08/04/2023	
9		09/01/2023	
10		09/08/2023	
11		09/15/2023	
12		09/29/2023	
13		10/06/2023	
14		10/20/2023	

BRIN0004-002 06/01/2023

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

	Rates	Fringes
BRICKLAYER		
Ballard, Caldwell,		
Carlisle, Crittenden,		
Fulton, Graves, Hickman,		
Livingston, Lyon,		
Marshall, and McCracken		
Counties	.\$ 34.17	19.60
Butler, Edmonson, Hopkins,		
Muhlenberg, and Ohio		
Counties	.\$ 32.28	15.95
Daviess, Hancock,		
Henderson, McLean, Union,		
and Webster Counties	.\$ 34.17	19.60

BRTN0004-005 06/01/2023

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

	Rates	Fringes	
BRICKLAYER	.\$ 32.28	15.95	
CARP0357-002 04/01/2023			
	Rates	Fringes	
CARPENTER	.\$ 31.81	22.86	
DIVER	.\$ 48.09	22.86	
PILEDRIVERMAN	.\$ 32.06	22.86	

ELEC0369-006 06/01/2022

BUTLER, EDMONSON, LOGAN, TODD & WARREN COUNTIES:

	Rates	Fringes
ELECTRICIAN	.\$ 34.60	19.57
ELEC0429-001 06/01/2022		

ALLEN & SIMPSON COUNTIES:

	Rates	Fringes	
ELECTRICIAN	\$ 31.55	14.08	
ELEC0816-002 06/01/2023			

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

	Rates	Fringes	
ELECTRICIAN	.\$ 35.53	26.5%+7.85	
Cable spicers receive \$.25 per hour additional.			
ELEC1701-003 06/01/2022			

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

	Rates	Fringes
ELECTRICIAN	\$ 34.18	7.35+30.8%
Cable spicers receive \$.25 per h	nour additional	
ELEC1925-002 06/01/2023		

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

	Rates	Fringes
CABLE SPLICER	'	15.03 15.02

ENGI0181-017 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 Conrete Pump; Skid
Steer Machine with all Attachments; Switchman or Brakeman;
Throttle Valve Person; Tractair & Road Widening Trencher;
Tractor (50 H.P. or Over); Truck Crane Oiler; Tugger;
Welding Machine; Well Points; Whirley Oiler

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

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

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

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

IRON0070-005 06/01/2023

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

IRONWORKER

Structural; Ornamental; Reinforcing; Precast

Concrete Erectors......\$ 32.59 24.50

IRON0103-004 04/01/2023

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

BUTLER COUNTY (Townships of Aberdeen, Bancock, Casey, Dexterville, Dunbar, Elfie, Gilstrap, Huntsville, Logansport, Monford, Morgantown, Provo, Rochester, South Hill & Welchs Creek);

CALDWELL COUNTY (Northeastern third, including the Township of Creswell);

CHRISTIAN COUNTY (Northern third, including the Townships of Apex, Crofton, Kelly, Mannington & Wynns);

CRITTENDEN COUNTY (Northeastern half, including the Townships of Grove, Mattoon, Repton, Shady Grove & Tribune); MUHLENBERG COUNTY (Townships of Bavier, Beech Creek Junction, Benton, Brennen, Browder, Central City, Cleaton, Depoy, Drakesboro, Eunis, Graham, Hillside, Luzerne, Lynn City, Martwick, McNary, Millport, Moorman, Nelson, Paradise, Powderly, South Carrollton, Tarina & Weir)

Rates Fringes

Ironworkers:.....\$31.99 26.20

IRON0492-003 05/01/2023

ALLEN, LOGAN, SIMPSON, TODD & WARREN COUNTIES
BUTLER COUNTY (Southern third, including the Townships of
Boston, Berrys Lick, Dimple, Jetson, Quality, Sharer, Sugar
Grove & Woodbury);

CHRISTIAN COUNTY (Eastern two-thirds, including the Townships of Bennettstown, Casky, Herndon, Hopkinsville, Howell, Masonville, Pembroke & Thompsonville);

EDMONSON COUNTY (Southern fourth, including the Townships of Chalybeate & Rocky Hill);

MUHLENBERG COUNTY (Southern eighth, including the Townships of Dunnior, Penrod & Rosewood)

Rates Fringes

Ironworkers:......\$ 32.53 17.23

IRON0782-006 08/01/2023

BALLARD, CALLOWAY, CARLISLE, FULTON, GRAVES, HICKMAN, LIVINGSTON, LYON, MARSHALL, MCCRACKEN & TRIGG COUNTIES CALDWELL COUNTY (Southwestern two-thirds, including the Townships of Cedar Bluff, Cider, Claxton, Cobb, Crowtown, Dulaney, Farmersville, Fredonia, McGowan, Otter Pond & Princeton);

CHRISTIAN COUNTY (Western third, Excluding the Townships of

CHRISTIAN COUNTY (Western third, Excluding the Townships of Apex, Crofton, Kelly, Mannington, Wynns, Bennettstown, Casky, Herndon, Hopkinsville, Howell, Masonville, Pembroke & Thompsonville);

CRITTENDEN COUNTY (Southwestern half, including the Townships of Crayne, Dycusburg, Frances, Marion, Mexico, Midway, Sheridan & Told)

	Rates	Fringes
Ironworkers:		
Projects with a total		
contract cost of		
\$20,000,000.00 or above	\$ 34.75	25.52
All Other Work	\$ 33.01	25.52

^{*} LAB00189-005 07/01/2023

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

	Rates	Fringes
Laborers:		
GROUP	1\$ 23.96	17.57
GROUP	2\$ 24.21	17.57
GROUP	3\$ 24.26	17.57
GROUP	4\$ 24.86	17.57

LABORER CLASSIFICATIONS

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

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

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

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

* LAB00189-006 07/01/2023

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

	F	Rates	Fringes
Laborers:			
GROUP	1\$	23.96	17.57
GROUP	2\$	24.26	17.57
GROUP	3\$	24.21	17.57
GROUP	4\$	24.86	17.57

LABORER CLASSIFICATIONS

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

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

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

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

CRITTENDEN, HENDERSON, UNION & WEBSTER COUNTIES

^{*} LAB00561-001 07/01/2023

Laborers:

GROUP 1	.\$ 24.81	17.60
GROUP 2	.\$ 25.06	17.60
GROUP 3	.\$ 25.11	17.60
GROUP 4	.\$ 25.71	17.60

LABORER CLASSIFICATIONS

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

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

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

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

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PAIN0032-002 09/01/2023

BALLARD COUNTY

	Rates	Fringes
Painters:		
Bridges\$	36.12	20.97
All Other Work\$	33.82	20.97

Spray, Blast, Steam, High & Hazardous (Including Lead Abatement) and All Epoxy - \$1.00 Premium

PAIN0118-003 06/01/2014

EDMONSON COUNTY:

	Rates	Fringes
Painters:		
Brush & Roller	.\$ 18.50	11.97
Spray, Sandblast, Power Tools, Waterblast & Steam		
Cleaning	.\$ 19.50	11.97
DATNO156 006 04/01/2022		

PAIN0156-006 04/01/2023

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

	Rates	Fringes
Painters:		
BRIDGES		
GROUP 1\$		20.08
GROUP 3\$		20.08
GROUP 4\$	30.70	20.08
ALL OTHER WORK:		
GROUP 1\$	27.30	20.08
GROUP 2\$	27.55	20.08
GROUP 3\$	28.30	20.08
GROUP 4\$	29.55	20.08

PAINTER CLASSIFICATIONS

GROUP 1 - Brush & Roller

GROUP 2 - Plasterers

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

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

PAIN0500-002 06/01/2023

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

	Rates	Fringes
Painters: BridgesAll Other Work		15.40 15.40
Waterblasting units with 350 Spraypainting and all abrasi Work 40 ft. and above ground	ve blasting - \$	1.00 premium

PLUM0184-002 07/01/2023

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

Truck

	Rates	Fringes
Plumber; Steamfitter	\$ 39.86	18.98
PLUM0502-004 08/01/2021		
ALLEN, BUTLER, EDMONSON, SIMPSON	N & WARREN	
	Rates	Fringes
Plumber; Steamfitter	\$ 38.07	20.78
PLUM0633-002 07/01/2022		
DAVIESS, HANCOCK, HENDERSON, HO	PKINS, LOGAN, MC	LEAN,

MUHLENBERG, OHIO, TODD, UNION & WEBSTER COUNTIES:

	Rates	Fringes	
PLUMBER/PIPEFITTER	\$ 33.97	19.30	
TEAM0089-003 03/31/2023			

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

			6-5
k drive	rs:		
Zone 1	:		
Group	1	\$ 23.22	25.56
Group	2	\$ 23.40	25.56
Group	3	\$ 23.48	25.56
Group	4	\$ 23.50	25.56

Rates

Fringes

GROUP 1 - Greaser; Tire Changer

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

GROUP 3 - Mixer All Types

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

TEAM0215-003 03/31/2023

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

ı	Rates	Fringes
TRUCK DRIVER		
Group 1\$	24.85	25.56
Group 2\$	25.54	20.95
Group 3\$	25.15	25.56
Group 4\$	25.16	25.56

GROUP 1: Greaser, Tire Changer

GROUP 2: Truck Mechanic

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

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

TEAM0236-001 03/31/2023

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

	Rates	Fringes
TRUCK DRIVER		
Group 1	\$ 23.22	25.56
Group 2	\$ 23.40	25.56
Group 3	\$ 23.48	25.56
Group 4	\$ 23.50	25.56
Group 5	\$ 23.50	25.56

GROUP 1: Greaser, Tire Changer

GROUP 2: Truck Mechanic

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

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

GROUP 5: Mixer All Types

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

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

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)).

https://www.dol.gov/agencies/whd/government-contracts.

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 DECISION

"

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

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

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

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

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

TO: EMPLOYERS/EMPLOYEES

PREVAILING WAGE SCHEDULE:

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

OVERTIME:

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

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

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

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

GOALS FOR MINORITY PARTICIPATION IN EACH TRADE

GOALS FOR FEMALE PARTICIPATION IN EACH TRADE

6.9% 12.0%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federallyassisted) 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 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 Trigg County.

(Revised: 1/1/2023)

PART IV

INSURANCE

Refer to *Kentucky Standard Specifications for Road and Bridge Construction*,

current edition

PART V

BID ITEMS

235328

PROPOSAL BID ITEMS

Report Date 10/18/23

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Section: 0001 - BRIDGE - 111B00031N

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	00003		CRUSHED STONE BASE	322.00	TON		\$	
0020	00020		TRAFFIC BOUND BASE	6.00	TON		\$	
0030	00100		ASPHALT SEAL AGGREGATE	5.00	TON		\$	
0040	00103		ASPHALT SEAL COAT	1.00	TON		\$	
0050	00212		CL2 ASPH BASE 1.00D PG64-22	313.00	TON		\$	
0060	00309		CL2 ASPH SURF 0.50D PG64-22	42.00	TON		\$	
0070	00356		ASPHALT MATERIAL FOR TACK	1.00	TON		\$	
080	01987		DELINEATOR FOR GUARDRAIL BI DIRECTIONAL WHITE	8.00	EACH		\$	
0090	02230		EMBANKMENT IN PLACE	685.00	CUYD		\$	
0100	02351		GUARDRAIL-STEEL W BEAM-S FACE	250.00	LF		\$	
0110	02360		GUARDRAIL TERMINAL SECTION NO 1	1.00	EACH		\$	
0120	02367		GUARDRAIL END TREATMENT TYPE 1	1.00	EACH		\$	
0130	02381		REMOVE GUARDRAIL	386.00	LF		\$	
0140	02429		RIGHT-OF-WAY MONUMENT TYPE 1	7.00	EACH		\$	
0150	02432		WITNESS POST	3.00	EACH		\$	
0160	02545		CLEARING AND GRUBBING APPROX LESS THAN 1 ACRE	1.00	LS		\$	
0170	02585		EDGE KEY	41.00	LF		\$	
0180	02650		MAINTAIN & CONTROL TRAFFIC	1.00	LS		\$	
0190	02671		PORTABLE CHANGEABLE MESSAGE SIGN	2.00	EACH		\$	
0200	02726		STAKING	1.00	LS		\$	
0210	02731		REMOVE STRUCTURE	1.00	LS		\$	
0220	03299		ARMORED EDGE FOR CONCRETE	44.00	LF		\$	
0230	08003		FOUNDATION PREPARATION	1.00	LS		\$	
0240	08019		CYCLOPEAN STONE RIP RAP	520.00	TON		\$	
0250	08033		TEST PILES	67.00	LF		\$	
0260	08046		PILES-STEEL HP12X53	277.00	LF		\$	
0270	08094		PILE POINTS-12 IN	12.00	EACH		\$	
0280	08100		CONCRETE-CLASS A	31.00	CUYD		\$	
0290	08104		CONCRETE-CLASS AA	76.00	CUYD		\$	
0300	08151		STEEL REINFORCEMENT-EPOXY COATED	16,934.00	LB		\$	
0310	08670		PRECAST PC BOX BEAM SB27	286.00	LF		\$	
0320	20191ED		OBJECT MARKER TY 3	1.00	EACH		\$	
0330	21415ND		EROSION CONTROL	1.00	LS		\$	
0340	23378EC		CONCRETE SEALING	2,193.00	SQFT		\$	
0350	25028ED		RAIL SYSTEM SINGLE SLOPE - 40 IN	146.00	LF		\$	
0360	25078ED		THRIE BEAM GUARDRAIL TRANSITION TL-3	4.00	EACH		\$	

Section: 0002 - DEMOBILIZATION &/OR MOBILIZATION

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0370	02569		DEMOBILIZATION	1.00	LS		\$	