

CALL NO. <u>107</u> CONTRACT ID. <u>235330</u> <u>MARSHALL COUNTY</u> FED/STATE PROJECT NUMBER <u>STP BRZ 9030(424)</u> DESCRIPTION <u>KY 2603</u> WORK TYPE <u>BRIDGE REPLACEMENT</u> PRIMARY COMPLETION DATE <u>11/30/2024</u>

#### LETTING DATE: December 14,2023

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN STANDARD TIME December 14,2023. 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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## PART I

## **SCOPE OF WORK**

#### **ADMINISTRATIVE DISTRICT - 01**

#### **CONTRACT ID - 235330**

#### STP BRZ 9030(424)

**COUNTY - MARSHALL** 

#### PCN - BR07926032300 STP BRZ 9030(424)

KY 2603 (MP 1.17) ADDRESS DEFICIENCIES OF KY 2603 OVER SOLIDER CREEK (079B00138N) (MP 1.25), A DISTANCE OF 0.08 MILES.BRIDGE REPLACEMENT SYP NO. 01-10180.00. GEOGRAPHIC COORDINATES LATITUDE 36:47:48.00 LONGITUDE 88:27:28.00 ADT 364

#### COMPLETION DATE(S):

COMPLETED BY 11/30/2024

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 <u>KRS 14A.9-010</u> to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under <u>KRS 14A.9-030</u> 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 <u>KRS 14A.9-010</u>, the foreign entity should identify the applicable exception. Foreign entity is defined within <u>KRS 14A.1-070</u>.

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 <u>https://secure.kentucky.gov/sos/ftbr/welcome.aspx</u>.

#### 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 <u>kytc.projectquestions@ky.gov</u>. 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 (<u>www.transportation.ky.gov/contract</u>). 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

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

- 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:

structural steel, guardrail materials, corrugated steel, culvert pipe, structural plate, prestressing strands, and

- 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

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</u> <u>Administration (dot.gov)</u>

October 26, 2023 Letting

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:\_\_\_\_\_

Title:\_\_\_\_\_

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

#### FEDERAL CONTRACT NOTES

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

102.02 Current Rating102.13 Irregular Bid Proposals102.09 Proposal Guaranty

102.08 Preparation and Delivery of Proposals

102.14 Disqualification of Bidders

#### CIVIL RIGHTS ACT OF 1964

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

#### NOTICE TO ALL BIDDERS

To report bid rigging activities call: 1-800-424-9071.

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m. eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

#### SECOND TIER SUBCONTRACTS

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

#### DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

It is the policy of the Kentucky Transportation Cabinet ("the Cabinet") that Disadvantaged Business Enterprises ("DBE") shall have the opportunity to participate in the performance of highway construction projects financed in whole or in part by Federal Funds in order to create a level playing field for all businesses who wish to contract with the Cabinet. To that end, the Cabinet will comply with the regulations found in 49 CFR Part 26, and the definitions and requirements contained therein shall be adopted as if set out verbatim herein.

The Cabinet, contractors, subcontractors, and sub-recipients shall not discriminate on the basis of race, color, national origin, or sex in the performance of work performed pursuant to Cabinet contracts. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federally assisted highway construction projects. The contractor will include this provision in all its subcontracts and supply agreements pertaining to contracts with the Cabinet.

Failure by the contractor to carry out these requirements is a material breach of its contract with the Cabinet, which may result in the termination of the contract or such other remedy as the Cabinet deems necessary.

#### DBE GOAL

The Disadvantaged Business Enterprise (DBE) goal established for this contract, as listed on the front page of the proposal, is the percentage of the total value of the contract.

The contractor shall exercise all necessary and reasonable steps to ensure that Disadvantaged Business Enterprises participate in a least the percent of the contract as set forth above as goals for this contract.

#### OBLIGATION OF CONTRACTORS [MRA(1]

Each contractor prequalified to perform work on Cabinet projects shall designate and make known to the Cabinet a liaison officer who is assigned the responsibility of effectively administering and promoting an active program for utilization of DBEs.

If a formal goal has not been designated for the contract, all contractors are encouraged to consider DBEs for subcontract work as well as for the supply of material and services needed to perform this work.

Contractors are encouraged to use the services of banks owned and controlled by minorities and women.

## **CERTIFICATION OF CONTRACT GOAL**

Contractors shall include the following certification in bids for projects for which a DBE goal has been established. BIDS SUBMITTED WHICH DO NOT INCLUDE CERTIFICATION OF DBE PARTICIPATION WILL NOT BE ACCEPTED. These bids <u>will not</u> 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."

# <u>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.</u>

## **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 6<sup>th</sup> 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 – <u>melvin.bynes2@ky.gov</u> and the telephone number is (502) 564-3601.

#### DEFAULT OR DECERTIFICATION OF THE DBE

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

#### PROHIBITION ON TELECOMMUNICATIONS EQUIPMENT OR SERVICES

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

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

#### LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – CARGO PREFERENCE ACT (CPA). (REV 12-17-15) (1-16)

SECTION 7 is expanded by the following new Article:

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

Pursuant to Title 46CFR Part 381, the Contractor agrees

• To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

• To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph 1 of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

• To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

#### ASPHALT MIXTURE

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

#### DGA BASE

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

#### DGA BASE FOR SHOULDERS

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

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

#### INCIDENTAL SURFACING

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

#### **OPTION B**

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

## SPECIAL NOTE FOR TRAFFIC CONTROL ON BRIDGE REPAIR CONTRACTS

## I. TRAFFIC CONTROL GENERAL

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

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

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

## II. TRAFFIC COORDINATOR

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

## III. SIGNS

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

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

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

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

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

## IV. TEMPORARY PAVEMENT STRIPING

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

## V. PROJECT PHASING & CONSTRUCTION PROCEDURES

Project phasing shall be as directed by the plans, special notes, and the approved Traffic Control Plan prepared by the contractor. Maintain traffic over the bridge as long as possible. Once work on the structure begins that impacts traffic, ensure work progresses to minimize the effected time to the public. All materials that must be made specific for the project should be ordered and made prior to closure of the bridge or implementation of bi-directional lane closures so that delivery does not delay progress of the work, unless approved by the Engineer. If the bridge is reopened prior to safety devices being in place, an approved protective barrier wall shall be placed in accordance with the standard drawings. 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 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 (ft <sup>2</sup> /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 **B**. 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.

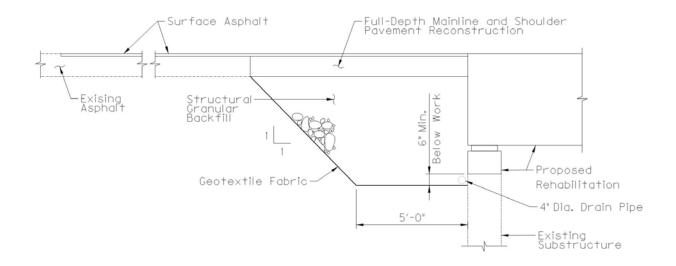


Figure 1: Detail showing proposed work for deck and superstructure replacements

#### 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.

#### 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 construction plans 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

#### 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). Prior to initiating construction activity, the Contractor shall file **Notice of Intent** (**NOI**) with the Kentucky Division of Water naming the Contractor as the Facility Operator and including the KYTC Contract ID number (CID) for reference.

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

The Contractor 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.

A copy of the KYR10 General Permit and eNOI application are available here: <u>https://eec.ky.gov/Environmental-Protection-</u>/Water/PermitCert/KPDES/Documents/KYR10PermitPage.pdf

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



## 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-2603 Bridge Replacement Bridge ID 079B00138N, Item 1-10180 Marshall County, Kentucky

May 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-2306 at MP 1.89(1)
- 6. Latitude / Longitude (Project Mid-Point): 36.796758, -88.457636 (1)
- 7. County: Marshall County (1)
- 8. Project Start Date: (2)
- 9. Projected Completion Date: (2)

## A. SITE DESCRIPTION

CABINET

- 1. Nature of Construction Activity: Address deficiencies of Bridge on KY-2306 over Soldier Creek (079B00138N) at MP 1.89. Bridge (Replacement) SYP No. 01-10180.00. (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:** Soils are comprised of Vicksburg silt loam, 0 to 2 percent slopes, occasionally flooded. Vicksburg silt loams are well drained.
- 8. Discharge Water Quality Data (if any): 2
- 9. Receiving Water: Soldier 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)

## **B. SEDIMENT AND EROSION CONTROL MEASURES**

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

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

- 2. Following award of the contract, the contractor and resident engineer will annotate the erosion control sheets showing location and type of BMPs for each of the DDAs that will be disturbed at the outset of the project. This annotation will be accompanied by an order of work that reflects the order or sequence of major soil moving activities. The remaining DDAs are to be designated as "Do Not Disturb" until the contractor and resident engineer prepare the plan for BMPs to be employed. The initial BMP's shall be for the first phase (generally Clearing and Grubbing) and shall be modified as needed as the project changes phases. The BMP Plan will be modified to reflect disturbance in additional DDA's as the work progresses. <u>All DDA's will have adequate BMP's in place before being disturbed.</u>
- 3. As DDAs are prepared for construction, the following will be addressed for the project as a whole or for each DDA as appropriate:
  - Construction Access. This is the first land-disturbing activity. As soon as construction begins, bare areas will be stabilized with gravel and temporary mulch and/or vegetation.
  - Sources. At the beginning of the project, all DDAs for the project will be inspected for areas that are a source of storm water pollutants. Areas that are a source of pollutants will receive appropriate cover or BMPs to arrest the introduction of pollutants into storm water. Areas that have not been opened by the contractor will be inspected periodically (once per month) to determine if there is a need to employ BMPs to keep pollutants from entering storm water.
  - Clearing and Grubbing. The following BMP's will be considered and used where appropriate.
    - Leaving areas undisturbed when possible.
    - Silt basins to provide silt volume for large areas.
    - Silt Traps Type A for small areas.
    - Silt Traps Type C in front of existing and drop inlets which are to be saved.
    - Diversion ditches to catch sheet runoff and carry it to basins or traps or to divert it around areas to be disturbed.
    - Brush and/or other barriers to slow and/or divert runoff.
    - Silt fences to catch sheet runoff on short slopes. For longer slopes, multiple rows of silt fence may be considered.



- Temporary mulch for areas which are not feasible for the fore mentioned types of protections.
- Non-standard or innovative methods.
- Cut and Fill and Placement of Drainage Structures. The BMP Plan will be modified to show additional BMP's such as:
  - Silt Traps Type B in ditches and/or drainways as they are completed.
  - Silt Traps Type C in front of pipes after they are placed.
  - Channel Lining.
  - Erosion Control Blanket.
  - Non-standard or innovative methods.
- Profile and X-Section in Place. The BMP Plan will be modified to show elimination of BMP's which had to be removed and the addition of new 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

## 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.



### 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.

- 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.

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

### G. NON-STORM WATER DISCHARGES

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

- Water from water line 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.

## H. <u>GROUNDWATER PROTECTION</u> (3)

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

## Contractor's Statement: (3)

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

2(e)	Land	treatment	or lar	nd disposa	al of a	pollutant
-(-)						

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

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

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



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

## CONTRACTOR AND RESIDENT ENGINEER 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 <sup>1</sup>	Title	Signature	
3 Contractor:			
Typed or printed name <sup>2</sup>	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.

<sup>2</sup> 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.



#### SUB-CONTRACTOR CERTIFICATION

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

Subcontractor Name:

Address:

Phone:

The part of Plan this subcontractor is responsible to implement is:

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

#### Subcontractor:

Typed or printed name<sup>1</sup>

Title

Signature

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

# 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.

#### 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.



### **ASBESTOS INSPECTION REPORT**

Prepared for: Aaron Detjen, PE, RSPI WSP USA, Inc.

- Prepared by: Jared Looney, EIT AI Number 175162 License Number 74088
- Structure ID: 079B00138N, Item 1-10180 KY-2603 over Soldier Creek Marshall County, Kentucky

Prepared: December 23, 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 1969.

### **INSPECTION METHODOLOGY**

An inspection was conducted on December 13, 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, the following asbestos-suspect material was observed and sampled:

- Black, brittle tar paper in abutment joints, approximately 105 square feet of material
- Black expansion joint material in joints at pier caps, approximately 160 square feet of material

One (1) sample was taken at a representative location from each of the two (2) asbestos-suspect materials that were observed and delivered under chain-of-custody (COC) as Samples 1-10180-1 and 1-10180-2, respectively. The COC and photo documentation of each sampling location are attached.

### FINDINGS

Laboratory analysis revealed all samples contained less than 1% 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, even though no asbestos-containing material was identified. To notify KDAQ, Form ID 70 (attached) must be completed through the Kentucky Energy and Environment Cabinet's eForms website.

## 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 15, 2022]. https://www.google.com/earth.



I - IMG\_2733 Bridge Surface - Facing S.JPG



2 - IMG\_2734 Bridge Below Deck - Facing E.JPG



3 - IMG\_2735 Abutment Joint - Facing N - Sample 1-10180-1.JPG



4 - IMG\_2736 Joint at Pier Cap - Facing E - Sample 1-10180-2.JPG

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* Matrix Types: Soil/Solid (S), Sludge, Oil, Wipe, Drinking Water (DW), Groundwater (GW), Surface Water (SW), Waste Water (WW), Other (specify) ** Preservative Types: (1) HNO3, (2) H2SO4, (3) HCI, (4) NaOH, (5) Zinc Acetate, (6) Methanol, (7) Sodium Bisulfate, (8) Sodium Thiosulfate, (9) Hexane, (U) Unpreserved REQUESTED ANALYSIS	Sludge, Oil, Wipe, I H2SO4, (3) HCl, ( <sup>2</sup>	Drinking Water 4) NaOH, (5) Z	ר (DW), Gr <sup>c</sup> inc Aceta	oundwat te, (6) N	er (GW), Surface lethanol, (7) Sod	Water (SW) ium Bisulfat	), Waste W e, (8) Sodi.	Groundwater (GW), Surface Water (SW), Waste Water (WW), Other (specify) etate, (6) Methanol, (7) Sodium Bisulfate, (8) Sodium Thiosulfate, (9) Hexane REQUESTED ANALYSIS	) e, (U) Unpreserved	
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L2L0722 David Lester

Clear tower:     The Clear tower:     The Clear tower     T	Lab Report Address	Invoice Address		Turnaround Time	TO BE COMPLETED BY MICROBAC
Road, STE 180     Address:     2526 Regency Road, STE 180     (revided by)       KY 40503     Cry, State, Zip, Lexington, KY 40503     (revided by)       Contact:     Bocky Weatherford     Reasts Only     Level 2       2000     Taleptone ho:     (855) 977-2000     Reasts Only     Level 2       2000     Taleptone ho:     (855) 977-2000     Reasts Only     Level 2       2000     Taleptone ho:     (855) 977-2000     Reasts Only     Level 2       2000     Taleptone ho:     (855) 977-2000     Reasts Only     Level 2       2000     Taleptone ho:     (859) 977-2000     Reasts Only     Only       2000     Taleptone ho:     (859) 977-2000     Reands Only     Only       2000     Taleptone ho:     (859) 977-2000     Reants Only     Only       2000     Sampler Signature:     Out     Jourd     Jourd     Jourd       2000     Sampler Signature:     Out     Sampler Signature     Only     Sampler Ploane Noil       2010     Sampler Signature     March     March     March     Sampler Ploane Noil     Jourd       2010     Sampler Signature:     March     March     March     Sampler Ploane Noil     Sampler Ploane Noil       2010     Sampler Signature:     March     March	lient Name: Third Rock Consultants, LLC		ock Consultants, LLC	X Routine (5 to 7 business days)	Temperature Upon Receipt (°C)
KY 40503     Cay, State, Zer. Lexington, KY 40503     (neeted by)       2000     Talephone No.: (859) 977-2000     Resurts Only     Level 2       2000     Talephone No.: (859) 977-2000     Resurts Only     Level 2       2000     Talephone No.: (859) 977-2000     Resurts Only     Level 2       2000     Talephone No.: (859) 977-2000     Resurts Only     Level 2       2000     Lonarge thirter consultance     Sampler Signature:     Own     Compleme Noi: (859) 977-2000       2000     Sampler Signature:     Own     Sampler Flore Noi: (90) 50-000     Resurts Only     Ompleme Noi: (90) 14-000       2000     Sampler Signature:     Own     Sampler Flore Noi: (90) 14-000     Sampler Flore Noi: (90) 14-000       2010     Noi: (1) HOG; (2) HOG; (5) Euc. Accute, (6) Nethanol, (7) Scolum Bisulter, (9) Sodum Thoulter, (9) Sodum Thoulter, (9) Sodum Thoulter, (9) Sodum Thoulter, (9) Hod     Sampler Flore       201     Date     Three     Date     Acrustic Sinter, (20), Scolum Resulter,	ddress: 2526 Regency Road, STE 180	Address: 2526 Regel	incy Road, STE 180		Holding Time
2000       Telephone No.: (859) 977-2000       Report Type         2000       Telephone No.: (859) 977-2000       Report Type         2011       Fax       Image To and (address)       Junorperturinouslination       Send Involve       Amail       Fax       Image and (address)       Junorperturinouslination         2010       Location: Various       Sampler Signature:       Jourual       Jourual       Tara (address)       Junual         2010       Location: Various       Sampler Signature:       Jourual       Jourual       Sampler Phone No.: (BS9) 977-2000         2010       Sampler Signature:       Jourual       Jourual       Jourual       Jourual       Sampler Phone No.: (BS9) 977-2000         2011       Sampler Signature:       Jourual	ty, State, Zip: Lexington, KY 40503	City, State, Zip: Lexinç	gton, KY 40503	(needed by)	Samples Received on Ice? 🛄 Yes 📋 No 📋 N/A
2000     Tateptone No.: (363) 977-2000     Teaults City Level 1     Level 2     Level 2     Level 2     Level 3     Level 3     Level 3     Level 3     Level 3     Level 4       1     Fax.     Loration: Various     Point     Sampler from No.:     Control 2     Level 3     Level 3     Level 3     Level 3     Level 3     Level 4       1     Tax     Loration: Various     Point     Sampler from No.:     Control 2     Level 3     Level 3     Level 4       1     Lorotory     Sampler from No.:     Control 2     Sampler from No.:     Control 2     Level 3     Level 4     Lorotory       25:0     Lorotory     Sampler from No.:     Control 2     Sampler from No.:     Control 2     Level 3     Level 3     Level 3     Level 3     Level 3     Level 3     Level 4     Lorotory     No.       25:0     Lorotory     Sampler from No.:     Control 2     Sampler from No.:     Control 2     Level 3     Level 3     Level 3     Level 3     Level 4     Lorotory     Lorotory     Sampler from No.:     Lorotory	ortact: Jared Looney	Contact: Becky Wea	atherford	Report Type	Custody Seals Intact? 🔲 Yes 🗍 No 🗍 N/A
I Tex     Tex<	elephone No.: (859) 977-2000		977-2000	🗌 Level 1	🗆 Level 3
Location:     Various     Polve:     Compliance Monitoring/ Agencyfregen     Tvas     Polve:       Loney     Sample Signature:     Janual     Janual     Sample Flore No.:     Compliance Monitoring/ Agencyfregen     Tvas     Tvas     Sample Flore No.:     Compliance Monitoring/ Agencyfregen     Tvas     Sample Flore No.:     Compliance Monitoring/ Agencyfregen     Tvas     Tva	🔲 Mail 🛄 Fax			🗖 Mail 🛄 Fax	bweather for d@thirdrock consultants.com
Lotney     Sampler Sgnature:     Joury     Joury     Sampler Floren No: (35) 977-2000       es: Sul/Solid (3), Studge, OI, Wep, Dinking Water (DW), Groundwater (GW), Surface Water (SW), Water (SW), Water Water (	oject: KY22-034	Location: Various	PO No		ing? 🔲 Yes
REQUESTED AMALYSIS       Remain in the same in the	<pre>mpled by (PRINT): Jared Looney     * Matrix Types: Soil/Solid (S), Si ** Preservative Types: (1) HNO3, (2) H</pre>	Sampler Signature: Sudge, Oil, Wipe, Drinking Water (DW), Grov H2SO4, (3) HCI, (4) NaOH, (5) Zinc Acetat	Jurus Jonney undwater (GW), Surface Water te, (6) Methanol, (7) Sodium B	Sampler Phone No.: (859) 977-20( (SW), Waste Water (WW), Other (speci sulfate, (8) Sodium Thiosulfate, (9) Hexe	00 fy) unpreserved
Sample ID     Date     Time     Ontainers       -1     1     1     2       -1     1     1     2       -1     1     1     2       -1     1     1     2       -1     1     1     2       -1     1     1     2       -1     1     1     2       1     1     1     2       1     1     1     2       1     1     1     2       1     1     1     2       1     1     1     2       1     1     1     2       1     1     1     2       1     1     1     2       1     1     1     2       1     1     1     2       1     1     1     2       1     1     1     2       1     1     1     2       1     1     1     2       1     1     1     2       1     1     1     2       1     1     1     2       1     1     1     2       1     1     2 <tr< td=""><td></td><td></td><td></td><td>REQUESTED ANALYSIS</td><td>status and second s</td></tr<>				REQUESTED ANALYSIS	status and second s
$\begin{array}{c ccccccccccccccccccccccccccccccccccc$		A. of Containers	arab √ Comp Treservative Trones **	}rris9 bs∋J	Additi' Notest N
$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	2-10	C 8:301 1 5			
$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	2-02/01-2		6 - 7		
$ \begin{array}{ c c c c c c c c c c c c c c c c c c c$	2-10130-5	1 425 2 24/2/2/	× 1 5		
$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	1-18001-2	12/12/16 9:30A 1 5	× >		
A-5       12/12/12       11/12       11/12       11/12       11/12       11/12       11/12       11/12       11/12       11/12       11/12 </td <td>2-100,91-2</td> <td>0</td> <td>R (</td> <td></td> <td></td>	2-100,91-2	0	R (		
12/10.72       12/10.72 <td< td=""><td>5-12001-2</td><td>-</td><td><math>\times</math> <math>\land</math> <math>\land</math> <math>\land</math> <math>\land</math> <math>\land</math> <math>\land</math> <math>\land</math> <math>\land</math> <math>\land</math> <math>\land</math></td><td></td><td></td></td<>	5-12001-2	-	$\times$ $\land$		
922       12/12/12       12	1-26001-2	11/11	× 1 3		
17.1       12.11/12       12.00       5       6       X       X       Archive         112-1       12.11/12       1.20       5       6       X       X       Archive         In 11.11       1.20       5       6       X       Reposition       In Dispose as appropriate       Return       Archive         Relinquished By (signature)       Date/Time       Received By (signature)       Date/Time       Received By (signature)       Date/Time         Relinquished By (signature)       Date/Time       Received By (signature)       Date/Time       Received By (signature)       Date/Time         Relinquished By (signature)       Date/Time       Received By (signature)       Date/Time       Received By (signature)       Date/Time         Relinquished By (signature)       Date/Time       Received By (signature)       Date/Time       Received By (signature)       Date/Time         Relinquished By (signature)       Date/Time       Received By (signature)       Date/Time       Received By (signature)       Date/Time	2-26001-2	5 1 10,12 12/21/21	ر ا ک		
III I       III. I. I. M. I. J. Of I. S. G X       Sample Disposition       Dispose as appropriate       Return       Archive         Hazardous       Non-Hazardous       Radioactive       Sample Disposition       Dispose as appropriate       Return       Archive         Relinquished By (signature)       Date/Time       Received By (signature)       Date/Time       Date/Time         Relinquished By (signature)       Date/Time       Received By (signature)       Date/Time	2-10092-3	1000	1	×	
Image: Hazardous       Image: Non-Hazardous       Image: Sample Disposition       Image: Dispose as appropriate       Return       Archive         Relinquished By (signature)       Date/Time       Received By (signature)       Date/Time       Date/Time         Relinquished By (signature)       Date/Time       Received By (signature)       Date/Time       Date/Time         Relinquished By (signature)       Date/Time       Received By (signature)       Date/Time       Date/Time         Relinquished By (signature)       Date/Time       Received By (signature)       Date/Time       Date/Time         Relinquished By (signature)       Date/Time       Received By (signature)       Date/Time       Date/Time	1-21101-1		X - J		
Relinquished By (signature)     Date/Time     Received By (signature)     Date/Time		dous 🔲 Non-Hazardous 🛄 Radioactive	Sample		🕇 Return 🛄 Archive
Relinquished By (signature) Date/Time Received By (signature) Date/Time Page	2	Relinquished By (signatur Relinguished By (signatur	Date/Time	1	Nullamo
Page		Relinquished By (signatur			
	. 7/18/18				

MARSHALL COUNTY STP BRZ 9030(424) Contract ID: 235330 Page 55 of 172

Lab Report Address	Invoice Address		Turnaround Time		ED BY MICROBAC
Client Name: Third Rock Consultants, LLC	Client Name: Third Rock Consultants, LLC	ısultants, LLC	X Routine (5 to 7 business days)     ∏ RUSH* (notify lab)	ys) Temperature Upon Receipt (°C) Therm ID	n Receipt (°C) / (°U)
Address: 2526 Regency Road, STE 180	Address: 2526 Regency Road, STE 180	ad, STE 180			
City, State, Zip: Lexington, KY 40503	City, State, Zip: Lexington, KY 40503	丫 40503	(needed by)	Samples Received	Samples Received on Ice? 🔲 Yes 📋 No 🗂 N/A
Contact: Jared Looney	Contact: Becky Weatherford	ס	Report Type	Custody Seals Intact?	act? 🔲 Yes 🛄 No 🛄 N/A
Telephone No.: (859) 977-2000	Telephone No.: (859) 977-2000	00(	🖸 Results Only 🛄 Level 1	🗌 Level 2 🛄 Level 3 🛄 L	🛄 Level 4 📋 EDD
Send Report via: 📑 Mail 📑 Fax 💿 e-mail (address)	dress) jløoney@thirdrockconsultants.com	Send Invoice via:	: 🗐 Mail 🛄 Fax 💽 e-mail (address)	ess) bweatherford@thirdrockconsultants.com	ockconsultants.com
Project: KY22-034	Location: Various	PO No.:	Vol. 10. Characterization and an environment of a management of the management of the second of t	ing? 🔲 Yes	No
Sampled by (PRINT): Jared Looney	Sampler Signature:	Looners	Sampler Phone No.: (859) 977-2000	7-2000	
** Preservative Types: Joint (3), Sludge ** Preservative Types: (1) HNO3, (2) H2SO	Matrix Types: Soluzion (5), Sudge, UII, WIPS, DITINING Water (UW), Groundwater (GW), Surrace Water (SW), Waste Water (WW), Other (specify) *** Preservative Types: (1) HNO3, (2) H2SO4, (3) HCI, (4) NaOH, (5) Zinc Acetate, (6) Methanol, (7) Sodium Bisulfate, (8) Sodium Thiosulfate, (9) Hexane, (U) Unpreserved *** Preservative Types: (1) HNO3, (2) H2SO4, (3) HCI, (4) NaOH, (5) Zinc Acetate, (6) Methanol, (7) Sodium Bisulfate, (8) Sodium Thiosulfate, (9) Hexane, (U) Unpreserved	er (GW), Surface Water ethanol, (7) Sodium Bis	(5W), Waste Water (WW), Uther (spe ulfate, (8) Sodium Thiosulfate, (9) He REQUESTED ANALYSIS	(specify) ) Hexane, (U) Unpreservec YSIS	
	Comp	MJ9 sots	Paint		
Lab ID Client Sample ID	Date Date Collected Collected Collected Collected	Preservative Types **	рвэЈ		Additional Notes
1-80101-1	12/12/2 2100/ 1 5 G	× ,			
2-20101-1	12/12/12 21,000 1 5 G	>			
1-10/08-3	12/12/20 2:00 1 5 C	+			
1-10/01-1	12/12/10 2,006 1 5 G	×			
1-100/2-1	12/12/22 4:00 1 3 G	×.			
2-10065-2	2/12/22 4/20/ 1 5 6	× 1			
1-10106-1	12/12/12 5:00 5 6	$\times$			
2	21/21		$\times$		
1-10/20-1	12/13/22 4100 1 5 G	× \			
2-08/01-1	12/13/22 4:09 1 5 G	~			
Possible Hazard Identification	🖷 Hazardous 📋 Non-Hazardous 📋 Radioactive	Sample L	Sample Disposition	Dispose as appropriate  Return  Archive	
2	Relinquished By (signature) Relinquished By (signature)	Date/Time 12)14 Date/Time	Received By (signature)	Mam	Date/Time 19/14/23-703. Date/Time
	Relinquished By (signature)	Date/Time	Received By (signature)	nature)	Date/Time
reav. 7/18/18					

MARSHALL COUNTY STP BRZ 9030(424) Contract ID: 235330 Page 56 of 172



### Microbac Laboratories, Inc., Louisville

## CERTIFICATE OF ANALYSIS

## L2L0722

**Project Description** 

SOIL ANALYSIS

For:

Gerry Fister

#### **Third Rock Consultants**

2526 Regency Road, Suite 180; SUITE 104

Lexington, KY 40503

Customer Relationship Manager David Lester

Friday, December 23, 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.

3323 Gilmore Industrial Blvd | Louisville, KY 40213 | 502.962.6400 p | www.microbac.com

## 

Microbac Laboratories, Inc., Louisville

CERTIFICATE OF ANALYSIS

#### L2L0722

#### **Third Rock Consultants**

#### Project Name: SOIL ANALYSIS

Gerry Fister 2526 Regency Road, Suite 180; SUITE 104 Lexington, KY 40503 Project / PO Number: N/A Received: 12/14/2022 Reported: 12/23/2022

#### MARSHALL COUNTY STP BRZ 9030(424)

Sample Name	Laboratory ID	<u>Client Matrix</u>	Sample Type	Sample Begin	Sample Taken	Lab Received
1-10100-1	L2L0722-01	Solid	Grab		12/13/22 13:00	12/14/22 09:02
1-10100-2	L2L0722-02	Solid	Grab		12/13/22 13:00	12/14/22 09:02
1-10100-3	L2L0722-03	Solid	Grab		12/13/22 13:00	12/14/22 09:02
1-10099-1	L2L0722-04	Solid	Grab		12/13/22 14:00	12/14/22 09:02
1-10099-2	L2L0722-05	Solid	Grab		12/13/22 14:00	12/14/22 09:02
1-10099-3	L2L0722-06	Solid	Grab		12/13/22 14:00	12/14/22 09:02
1-10101-1	L2L0722-07	Solid	Grab		12/13/22 15:00	12/14/22 09:02
1-10101-2	L2L0722-08	Solid	Grab		12/13/22 15:00	12/14/22 09:02
1-10101-3	L2L0722-09	Solid	Grab		12/13/22 15:00	12/14/22 09:02
1-10101-4	L2L0722-10	Solid	Grab		12/13/22 15:00	12/14/22 09:02
2-10130-1	L2L0722-11	Solid	Grab		12/12/22 08:30	12/14/22 09:02
2-10130-2	L2L0722-12	Solid	Grab		12/12/22 08:30	12/14/22 09:02
2-10130-3	L2L0722-13	Solid	Grab		12/12/22 08:30	12/14/22 09:02
2-10081-1	L2L0722-14	Solid	Grab		12/12/22 09:30	12/14/22 09:02
2-10081-2	L2L0722-15	Solid	Grab		12/12/22 09:30	12/14/22 09:02
2-10081-3	L2L0722-16	Solid	Grab		12/12/22 09:30	12/14/22 09:02
2-10092-1	L2L0722-17	Solid	Grab		12/12/22 12:00	12/14/22 09:02
2-10092-2	L2L0722-18	Solid	Grab		12/12/22 12:00	12/14/22 09:02
2-10092-3	L2L0722-19	Solid	Grab		12/12/22 12:00	12/14/22 09:02
1-10112-1	L2L0722-20	Solid	Grab		12/12/22 13:00	12/14/22 09:02
1-10108-1	L2L0722-21	Solid	Grab		12/12/22 14:00	12/14/22 09:02
1-10108-2	L2L0722-22	Solid	Grab		12/12/22 14:00	12/14/22 09:02
1-10108-3	L2L0722-23	Solid	Grab		12/12/22 14:00	12/14/22 09:02
1-10108-4	L2L0722-24	Solid	Grab		12/12/22 14:00	12/14/22 09:02
2-10065-1	L2L0722-25	Solid	Grab		12/12/22 16:00	12/14/22 09:02
2-10065-2	L2L0722-26	Solid	Grab		12/12/22 16:00	12/14/22 09:02
1-10106-1	L2L0722-27	Solid	Grab		12/12/22 17:00	12/14/22 09:02
1-10106-2	L2L0722-28	Solid	Grab		12/12/22 17:00	12/14/22 09:02
1-10180-1	L2L0722-29	Solid	Grab		12/13/22 16:00	12/14/22 09:02
1-10180-2	L2L0722-30	Solid	Grab		12/13/22 16:00	12/14/22 09:02

## MICROBAC® Microbac Laboratories, Inc., Louisville

## CERTIFICATE OF ANALYSIS

RIFICATE OF ANALTSI

L2L0722

#### **Analytical Testing Parameters**

Client Sample ID:	1-10100-1									
Sample Matrix:	Solid					Co	llected By:	CUSTOM	ER	
Lab Sample ID:	L2L0722-01					Co	llection Date:	12/13/202	2 13:00	
		Analyses Pe	erformed by: M	ICCALL AND	SPERO	ENVIRONI	MENTAL			
General Parameters		Result	Limit(s)	MDL	RL	Units	Note	Prepared	Analyzed	Analyst
Method: EPA/600/M4-	82-020									
Asbestos, Chrysotile		<1		1	1	%	1	2/13/22 1300		MCS
Asbestos, Amosite		<1		1	1	%	1	2/13/22 1300		MCS
Asbestos, Crocidolite		<1		1	1	%	1	2/13/22 1300		MCS
Asbestos, Other		<1		1	1	%	1	2/13/22 1300		MCS
Cellulose		15		1	1	%	1	2/13/22 1300		MCS
Fibrous Glass		<1		1	1	%	1	2/13/22 1300		MCS
Mineral Wool		<1		1	1	%	1	2/13/22 1300		MCS
Other Non-Asbestos	Fibers	85		1	1	%	1	2/13/22 1300		MCS
Other Matrix Material	s	<1		1	1	%	1	2/13/22 1300		MCS

Lab Sample ID:	L2L0722-02	Collection Date:	12/13/2022 13:00
Sample Matrix:	Solid	Collected By:	CUSTOMER
Client Sample ID:	1-10100-2		

	Analyses Pe	erformed by: M	ICCALL AND	SPERO	ENVIRON	MENTAL			
General Parameters	Result	Limit(s)	MDL	RL	Units	Note	Prepared	Analyzed	Analyst
Method: EPA/600/M4-82-020									
Asbestos, Chrysotile	<1		1	1	%		12/13/22 1300		MCS
Asbestos, Amosite	<1		1	1	%		12/13/22 1300		MCS
Asbestos, Crocidolite	<1		1	1	%		12/13/22 1300		MCS
Asbestos, Other	<1		1	1	%		12/13/22 1300		MCS
Cellulose	20		1	1	%		12/13/22 1300		MCS
Fibrous Glass	<1		1	1	%		12/13/22 1300		MCS
Mineral Wool	<1		1	1	%		12/13/22 1300		MCS
Other Non-Asbestos Fibers	80		1	1	%		12/13/22 1300		MCS
Other Matrix Materials	<1		1	1	%		12/13/22 1300		MCS

## Microbac Laboratories, Inc., Louisville

#### CERTIFICATE OF ANALYSIS

Client Sample ID:	1-10100-3									
Sample Matrix:	Solid					Co	llected By:	CUSTOM	ER	
Lab Sample ID:	L2L0722-03					Co	llection Date	12/13/202	2 13:00	
		Analyses Pe	erformed by: M	CCALL AND	SPERO	ENVIRONI	MENTAL			
General Parameters		Result	Limit(s)	MDL	RL	Units	Note	Prepared	Analyzed	Analyst
Method: EPA/600/M4-	-82-020									
Asbestos, Chrysotile		<1		1	1	%		12/13/22 1300		MCS
Asbestos, Amosite		<1		1	1	%		12/13/22 1300		MCS
Asbestos, Crocidolite	9	<1		1	1	%		12/13/22 1300		MCS
Asbestos, Other		<1		1	1	%		12/13/22 1300		MCS
Cellulose		20		1	1	%		12/13/22 1300		MCS
Fibrous Glass		<1		1	1	%		12/13/22 1300		MCS
Mineral Wool		<1		1	1	%		12/13/22 1300		MCS
Other Non-Asbestos	Fibers	80		1	1	%		12/13/22 1300		MCS
Other Matrix Material	ls	<1		1	1	%		12/13/22 1300		MCS

Client Sample ID:	1-10099-1		
Sample Matrix:	Solid	Collected By:	CUSTOMER
Lab Sample ID:	L2L0722-04	Collection Date:	12/13/2022 14:00

	Analyses Pe	erformed by: N	ICCALL AND	SPERO	ENVIRON	MENTAL			
General Parameters	Result	Limit(s)	MDL	RL	Units	Note	Prepared	Analyzed	Analyst
Method: EPA/600/M4-82-020									
Asbestos, Chrysotile	<1		1	1	%		12/13/22 1400		MCS
Asbestos, Amosite	<1		1	1	%		12/13/22 1400		MCS
Asbestos, Crocidolite	<1		1	1	%		12/13/22 1400		MCS
Asbestos, Other	<1		1	1	%		12/13/22 1400		MCS
Cellulose	15		1	1	%		12/13/22 1400		MCS
Fibrous Glass	<1		1	1	%		12/13/22 1400		MCS
Mineral Wool	<1		1	1	%		12/13/22 1400		MCS
Other Non-Asbestos Fibers	85		1	1	%		12/13/22 1400		MCS
Other Matrix Materials	<1		1	1	%		12/13/22 1400		MCS

## Microbac Laboratories, Inc., Louisville

#### CERTIFICATE OF ANALYSIS

Client Sample ID:	1-10099-2									
Sample Matrix:	Solid					Co	llected By:	CUSTOM	ER	
Lab Sample ID:	L2L0722-05					Collection Date: 12/13/2			2022 14:00	
		Analyses Pe	erformed by: M	ICCALL AND	SPERO	ENVIRON	MENTAL			
General Parameters		Result	Limit(s)	MDL	RL	Units	Note	Prepared	Analyzed	Analyst
Method: EPA/600/M4-	-82-020									
Asbestos, Chrysotile		<1		1	1	%		12/13/22 1400		MCS
Asbestos, Amosite		<1		1	1	%		12/13/22 1400		MCS
Asbestos, Crocidolite	9	<1		1	1	%		12/13/22 1400		MCS
Asbestos, Other		<1		1	1	%		12/13/22 1400		MCS
Cellulose		20		1	1	%		12/13/22 1400		MCS
Fibrous Glass		<1		1	1	%		12/13/22 1400		MCS
Mineral Wool		<1		1	1	%		12/13/22 1400		MCS
Other Non-Asbestos	Fibers	80		1	1	%		12/13/22 1400		MCS
Other Matrix Material	ls	<1		1	1	%		12/13/22 1400		MCS

Client Sample ID:	1-10099-3		
Sample Matrix:	Solid	Collected By:	CUSTOMER
Lab Sample ID:	L2L0722-06	Collection Date:	12/13/2022 14:00

	Analyses Pe	erformed by: M	ICCALL AND	SPERO	ENVIRON	MENTAL			
General Parameters	Result	Limit(s)	MDL	RL	Units	Note	Prepared	Analyzed	Analyst
Method: EPA/600/M4-82-020									
Asbestos, Chrysotile	<1		1	1	%		12/13/22 1400		MCS
Asbestos, Amosite	<1		1	1	%		12/13/22 1400		MCS
Asbestos, Crocidolite	<1		1	1	%		12/13/22 1400		MCS
Asbestos, Other	<1		1	1	%		12/13/22 1400		MCS
Cellulose	20		1	1	%		12/13/22 1400		MCS
Fibrous Glass	<1		1	1	%		12/13/22 1400		MCS
Mineral Wool	<1		1	1	%		12/13/22 1400		MCS
Other Non-Asbestos Fibers	98		1	1	%		12/13/22 1400		MCS
Other Matrix Materials	<1		1	1	%		12/13/22 1400		MCS

Other Matrix Materials

MCS

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## Microbac Laboratories, Inc., Louisville

#### CERTIFICATE OF ANALYSIS

#### L2L0722

Client Sample ID:	1-10101-1									
Sample Matrix:	Solid					Co	llected By:	CUSTOM	ER	
Lab Sample ID:	L2L0722-07					Collection Date:		e: 12/13/202	2 15:00	
		Analyses Pe	erformed by: M	ICCALL AND	SPERO	ENVIRON	MENTAL			
General Parameters		Result	Limit(s)	MDL	RL	Units	Note	Prepared	Analyzed	Analyst
Method: EPA/600/M4-	-82-020									
Asbestos, Chrysotile		<1		1	1	%		12/13/22 1500		MCS
Asbestos, Amosite		<1		1	1	%		12/13/22 1500		MCS
Asbestos, Crocidolite	9	<1		1	1	%		12/13/22 1500		MCS
Asbestos, Other		<1		1	1	%		12/13/22 1500		MCS
Cellulose		15		1	1	%		12/13/22 1500		MCS
Fibrous Glass		<1		1	1	%		12/13/22 1500		MCS
Mineral Wool		<1		1	1	%		12/13/22 1500		MCS
Other Non-Asbestos	Fibers	85		1	1	%		12/13/22 1500		MCS

Client Sample ID:	1-10101-2		
Sample Matrix:	Solid	Collected By:	CUSTOMER
Lab Sample ID:	L2L0722-08	Collection Date:	12/13/2022 15:00

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12/13/22 1500

<1

	Analyses Pe	erformed by: M	CCALL AND	SPERO	ENVIRON	MENIAL			
General Parameters	Result	Limit(s)	MDL	RL	Units	Note	Prepared	Analyzed	Analyst
Method: EPA/600/M4-82-020									
Asbestos, Chrysotile	<1		1	1	%		12/13/22 1500		MCS
Asbestos, Amosite	<1		1	1	%		12/13/22 1500		MCS
Asbestos, Crocidolite	<1		1	1	%		12/13/22 1500		MCS
Asbestos, Other	<1		1	1	%		12/13/22 1500		MCS
Cellulose	20		1	1	%		12/13/22 1500		MCS
Fibrous Glass	<1		1	1	%		12/13/22 1500		MCS
Mineral Wool	<1		1	1	%		12/13/22 1500		MCS
Other Non-Asbestos Fibers	80		1	1	%		12/13/22 1500		MCS
Other Matrix Materials	<1		1	1	%		12/13/22 1500		MCS

## Microbac Laboratories, Inc., Louisville

#### CERTIFICATE OF ANALYSIS

Solid L2L0722-09					Co	llected By:	CUSTOM	-R	
L2L0722-09									
					Co	llection Date	e: 12/13/202	2 15:00	
	Analyses Pe	erformed by: M	CCALL AND	SPERO	ENVIRONI	MENTAL			
	Result	Limit(s)	MDL	RL	Units	Note	Prepared	Analyzed	Analyst
2-020									
	<1		1	1	%		12/13/22 1500		MCS
	<1		1	1	%		12/13/22 1500		MCS
	<1		1	1	%		12/13/22 1500		MCS
	<1		1	1	%		12/13/22 1500		MCS
	20		1	1	%		12/13/22 1500		MCS
	<1		1	1	%		12/13/22 1500		MCS
	<1		1	1	%		12/13/22 1500		MCS
ibers	80		1	1	%		12/13/22 1500		MCS
	<1		1	1	%		12/13/22 1500		MCS
		Result           2-020         <1	Result         Limit(s)           2-020         <1	Result         Limit(s)         MDL           2-020         <1	Result         Limit(s)         MDL         RL           2-020         <1	Result         Limit(s)         MDL         RL         Units           2-020         <1	2-020 <pre> </pre> <pre>   <pre>   <pre>   <pre>    <pre>   <pre>   <pre>   <pre>   <pre>   <pre>   <pre>  <pre>   <pre>   <pre>   <pre>   <pre>  <pre>  <pre>   <pre>   <pre>   <pre>  <pre>   <pre>  <pre>  <pre>  <pre>  <pre>  <pre>   <pre>  <pre>  <pre>  <pre>  <pre>  <pre>  <pre>  <pre>  <pre>  <pre>  <pre>  <pre>  <pre>  <pre>  <pre>  <pre>  <pre>  <pre>  <pre>  <pre>  <pre>  <pre>  <pre>  <pre>  <pre>  <pre>  <pre>  <pre>  <pre>  <pre>  <pre>  <pre>  <pre>  <pre>  <pre>  <pre>   <pre< td=""><td>Result         Limit(s)         MDL         RL         Units         Note         Prepared           2-020         &lt;1</td>         1         1         %         12/13/22         1500           &lt;1</pre<></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre></pre>	Result         Limit(s)         MDL         RL         Units         Note         Prepared           2-020         <1	Result         Limit(s)         MDL         RL         Units         Note         Prepared         Analyzed           2-020         <1

Client Sample ID:	1-10101-4		
Sample Matrix:	Solid	Collected By:	CUSTOMER
Lab Sample ID:	L2L0722-10	Collection Date:	12/13/2022 15:00

	Analyses Pe	erformed by: N	ICCALL AND	SPERO	ENVIRON	MENTAL			
General Parameters	Result	Limit(s)	MDL	RL	Units	Note	Prepared	Analyzed	Analyst
Method: EPA/600/M4-82-020									
Asbestos, Chrysotile	<1		1	1	%		12/13/22 1500		MCS
Asbestos, Amosite	<1		1	1	%		12/13/22 1500		MCS
Asbestos, Crocidolite	<1		1	1	%		12/13/22 1500		MCS
Asbestos, Other	<1		1	1	%		12/13/22 1500		MCS
Cellulose	15		1	1	%		12/13/22 1500		MCS
Fibrous Glass	<1		1	1	%		12/13/22 1500		MCS
Mineral Wool	<1		1	1	%		12/13/22 1500		MCS
Other Non-Asbestos Fibers	85		1	1	%		12/13/22 1500		MCS
Other Matrix Materials	<1		1	1	%		12/13/22 1500		MCS

Other Matrix Materials

MCS

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### CERTIFICATE OF ANALYSIS

#### L2L0722

Client Sample ID:	2-10130-1									
Sample Matrix:	Solid					Co	llected By:	CUSTOM	ER	
Lab Sample ID:	L2L0722-11					Co	ellection Date	e: 12/12/202	2 8:30	
		Analyses Pe	erformed by: M	ICCALL AND	SPERO	ENVIRON	MENTAL			
General Parameters		Result	Limit(s)	MDL	RL	Units	Note	Prepared	Analyzed	Analyst
Method: EPA/600/M4-	82-020									
Asbestos, Chrysotile		<1		1	1	%		12/12/22 0830		MCS
Asbestos, Amosite		<1		1	1	%		12/12/22 0830		MCS
Asbestos, Crocidolite		<1		1	1	%		12/12/22 0830		MCS
Asbestos, Other		<1		1	1	%		12/12/22 0830		MCS
Cellulose		60		1	1	%		12/12/22 0830		MCS
Fibrous Glass		<1		1	1	%		12/12/22 0830		MCS
Mineral Wool		<1		1	1	%		12/12/22 0830		MCS
Other Non-Asbestos	Fibers	40		1	1	%		12/12/22 0830		MCS

Client Sample ID:	2-10130-2		
Sample Matrix:	Solid	Collected By:	CUSTOMER
Lab Sample ID:	L2L0722-12	Collection Date:	12/12/2022 8:30

<1

1 1 %

12/12/22 0830

	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	%		12/12/22 0830		MCS		
Asbestos, Amosite	<1		1	1	%		12/12/22 0830		MCS		
Asbestos, Crocidolite	<1		1	1	%		12/12/22 0830		MCS		
Asbestos, Other	<1		1	1	%		12/12/22 0830		MCS		
Cellulose	60		1	1	%		12/12/22 0830		MCS		
Fibrous Glass	<1		1	1	%		12/12/22 0830		MCS		
Mineral Wool	<1		1	1	%		12/12/22 0830		MCS		
Other Non-Asbestos Fibers	40		1	1	%		12/12/22 0830		MCS		
Other Matrix Materials	<1		1	1	%		12/12/22 0830		MCS		

## Microbac Laboratories, Inc., Louisville

### CERTIFICATE OF ANALYSIS

Client Sample ID:	2-10130-3									
Sample Matrix:	Solid					Co	llected By:	CUSTOM	ER	
Lab Sample ID:	L2L0722-13					Co	llection Da	te: 12/12/202	2 8:30	
		Analyses Pe	erformed by: M	CCALL AND	SPERO	ENVIRONI	MENTAL			
General Parameters		Result	Limit(s)	MDL	RL	Units	Note	Prepared	Analyzed	Analyst
Method: EPA/600/M4-	82-020									
Asbestos, Chrysotile		<1		1	1	%		12/12/22 0830		MCS
Asbestos, Amosite		<1		1	1	%		12/12/22 0830		MCS
Asbestos, Crocidolite		<1		1	1	%		12/12/22 0830		MCS
Asbestos, Other		<1		1	1	%		12/12/22 0830		MCS
Cellulose		30		1	1	%		12/12/22 0830		MCS
Fibrous Glass		<1		1	1	%		12/12/22 0830		MCS
Mineral Wool		<1		1	1	%		12/12/22 0830		MCS
Other Non-Asbestos	Fibers	70		1	1	%		12/12/22 0830		MCS
Other Matrix Material	s	<1		1	1	%		12/12/22 0830		MCS

Client Sample ID:	2-10081-1		
Sample Matrix:	Solid	Collected By:	CUSTOMER
Lab Sample ID:	L2L0722-14	Collection Date:	12/12/2022 9:30

	Analyses Pe	erformed by: N	ICCALL AND	SPERO	ENVIRON	MENTAL			
General Parameters	Result	Limit(s)	MDL	RL	Units	Note	Prepared	Analyzed	Analyst
Method: EPA/600/M4-82-020									
Asbestos, Chrysotile	<1		1	1	%		12/12/22 0930		MCS
Asbestos, Amosite	<1		1	1	%		12/12/22 0930		MCS
Asbestos, Crocidolite	<1		1	1	%		12/12/22 0930		MCS
Asbestos, Other	<1		1	1	%		12/12/22 0930		MCS
Cellulose	15		1	1	%		12/12/22 0930		MCS
Fibrous Glass	<1		1	1	%		12/12/22 0930		MCS
Mineral Wool	<1		1	1	%		12/12/22 0930		MCS
Other Non-Asbestos Fibers	85		1	1	%		12/12/22 0930		MCS
Other Matrix Materials	<1		1	1	%		12/12/22 0930		MCS

Other Non-Asbestos Fibers

Other Matrix Materials

MCS

MCS

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## Microbac Laboratories, Inc., Louisville

#### CERTIFICATE OF ANALYSIS

#### L2L0722

Client Sample ID:	2-10081-2									
Sample Matrix:	Solid					Co	llected By:	CUSTOM	ER	
Lab Sample ID:	L2L0722-15					Co	ollection Date:	12/12/202	2 9:30	
		Analyses Pe	erformed by: M	ICCALL AND	SPERO	ENVIRON	MENTAL			
General Parameters		Result	Limit(s)	MDL	RL	Units	Note	Prepared	Analyzed	Analyst
Method: EPA/600/M4	-82-020									
Asbestos, Chrysotile		<1		1	1	%	1	2/12/22 0930		MCS
Asbestos, Amosite		<1		1	1	%	1	2/12/22 0930		MCS
Asbestos, Crocidolite	9	<1		1	1	%	1	2/12/22 0930		MCS
Asbestos, Other		<1		1	1	%	1	2/12/22 0930		MCS
Cellulose		30		1	1	%	1	2/12/22 0930		MCS
Fibrous Glass		<1		1	1	%	1	2/12/22 0930		MCS
Mineral Wool		<1		1	1	%	1	2/12/22 0930		MCS

Client Sample ID:	2-10081-3		
Sample Matrix:	Solid	Collected By:	CUSTOMER
Lab Sample ID:	L2L0722-16	Collection Date:	12/12/2022 9:30
		Analyzan Defermed by MCCALL AND SPERG ENV/IDONMENTAL	

1

1

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12/12/22 0930

12/12/22 0930

1

1

70

<1

	Analyses Pe	erformed by: M	ICCALL AND	SPEROI	ENVIRONI	MENIAL			
General Parameters	Result	Limit(s)	MDL	RL	Units	Note	Prepared	Analyzed	Analyst
Method: EPA/600/M4-82-020									
Asbestos, Chrysotile	<1		1	1	%		12/12/22 0930		MCS
Asbestos, Amosite	<1		1	1	%		12/12/22 0930		MCS
Asbestos, Crocidolite	<1		1	1	%		12/12/22 0930		MCS
Asbestos, Other	<1		1	1	%		12/12/22 0930		MCS
Cellulose	5		1	1	%		12/12/22 0930		MCS
Fibrous Glass	<1		1	1	%		12/12/22 0930		MCS
Mineral Wool	<1		1	1	%		12/12/22 0930		MCS
Other Non-Asbestos Fibers	95		1	1	%		12/12/22 0930		MCS
Other Matrix Materials	<1		1	1	%		12/12/22 0930		MCS

# 

## Microbac Laboratories, Inc., Louisville

#### CERTIFICATE OF ANALYSIS

Client Sample ID:	2-10092-1									
Sample Matrix:	Solid					Co	llected By:	CUSTOM	ER	
Lab Sample ID:	L2L0722-17					Co	llection Da	te: 12/12/202	2 12:00	
		Analyses Pe	erformed by: M	ICCALL AND	SPERO	ENVIRON	MENTAL			
General Parameters		Result	Limit(s)	MDL	RL	Units	Note	Prepared	Analyzed	Analyst
Method: EPA/600/M4	-82-020									
Asbestos, Chrysotile		<1		1	1	%		12/12/22 1200		MCS
Asbestos, Amosite		<1		1	1	%		12/12/22 1200		MCS
Asbestos, Crocidolite	e	<1		1	1	%		12/12/22 1200		MCS
Asbestos, Other		<1		1	1	%		12/12/22 1200		MCS
Cellulose		15		1	1	%		12/12/22 1200		MCS
Fibrous Glass		<1		1	1	%		12/12/22 1200		MCS
Mineral Wool		<1		1	1	%		12/12/22 1200		MCS
Other Non-Asbestos	Fibers	85		1	1	%		12/12/22 1200		MCS
Other Matrix Material	ls	<1		1	1	%		12/12/22 1200		MCS

Client Sample ID:	2-10092-2		
Sample Matrix:	Solid	Collected By:	CUSTOMER
Lab Sample ID:	L2L0722-18	Collection Date:	12/12/2022 12:00

Analyses Pe	ertormed by: M	ICCALL AND	SPERO	ENVIRON	MENTAL			
Result	Limit(s)	MDL	RL	Units	Note	Prepared	Analyzed	Analyst
<1		1	1	%		12/12/22 1200		MCS
<1		1	1	%		12/12/22 1200		MCS
<1		1	1	%		12/12/22 1200		MCS
<1		1	1	%		12/12/22 1200		MCS
20		1	1	%		12/12/22 1200		MCS
<1		1	1	%		12/12/22 1200		MCS
<1		1	1	%		12/12/22 1200		MCS
80		1	1	%		12/12/22 1200		MCS
<1		1	1	%		12/12/22 1200		MCS
	Result           <1	Result         Limit(s)           <1	Result         Limit(s)         MDL           <1	Result         Limit(s)         MDL         RL           <1	Result         Limit(s)         MDL         RL         Units           <1	$\begin{array}{cccccccccccccccccccccccccccccccccccc$	Result         Limit(s)         MDL         RL         Units         Note         Prepared           <1	Result         Limit(s)         MDL         RL         Units         Note         Prepared         Analyzed           <1

	Analy	ses Performed	by: Microbac	Laboratorie	s, Inc., Lou	isville			
Metals Total by ICP	Resu	t Limit(s)	MDL	RL	Units	Note	Prepared	Analyzed	Analyst

Other Non-Asbestos Fibers

Other Matrix Materials

MCS

MCS

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## Microbac Laboratories, Inc., Louisville

#### CERTIFICATE OF ANALYSIS

#### L2L0722

Client Sample ID:	1-10112-1									
Sample Matrix:	Solid					Co	llected By:	CUSTOM	ER	
Lab Sample ID:	L2L0722-20					Co	ollection Date:	12/12/202	2 13:00	
		Analyses Pe	erformed by: M	CCALL AND	SPERO	ENVIRON	MENTAL			
General Parameters		Result	Limit(s)	MDL	RL	Units	Note	Prepared	Analyzed	Analyst
Method: EPA/600/M4-	·82-020									
Asbestos, Chrysotile		<1		1	1	%	1:	2/12/22 1300		MCS
Asbestos, Amosite		<1		1	1	%	1:	2/12/22 1300		MCS
Asbestos, Crocidolite	•	<1		1	1	%	1:	2/12/22 1300		MCS
Asbestos, Other		<1		1	1	%	1:	2/12/22 1300		MCS
Cellulose		15		1	1	%	1:	2/12/22 1300		MCS
Fibrous Glass		<1		1	1	%	1:	2/12/22 1300		MCS
Mineral Wool		<1		1	1	%	1:	2/12/22 1300		MCS

Client Sample ID:	1-10108-1		
Sample Matrix:	Solid	Collected By:	CUSTOMER
Lab Sample ID:	L2L0722-21	Collection Date:	12/12/2022 14:00

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12/12/22 1300

12/12/22 1300

85

<1

	Analyses Pe	erformed by: M	ICCALL AND	SPERO	ENVIRONI	MENIAL			
General Parameters	Result	Limit(s)	MDL	RL	Units	Note	Prepared	Analyzed	Analyst
Method: EPA/600/M4-82-020									
Asbestos, Chrysotile	<1		1	1	%		12/12/22 1400		MCS
Asbestos, Amosite	<1		1	1	%		12/12/22 1400		MCS
Asbestos, Crocidolite	<1		1	1	%		12/12/22 1400		MCS
Asbestos, Other	<1		1	1	%		12/12/22 1400		MCS
Cellulose	20		1	1	%		12/12/22 1400		MCS
Fibrous Glass	<1		1	1	%		12/12/22 1400		MCS
Mineral Wool	<1		1	1	%		12/12/22 1400		MCS
Other Non-Asbestos Fibers	80		1	1	%		12/12/22 1400		MCS
Other Matrix Materials	<1		1	1	%		12/12/22 1400		MCS

## Microbac Laboratories, Inc., Louisville

#### CERTIFICATE OF ANALYSIS

Client Sample ID:	1-10108-2									
Sample Matrix:	Solid					Co	llected By:	CUSTOM	ER	
Lab Sample ID:	L2L0722-22					Co	llection Dat	te: 12/12/202	2 14:00	
		Analyses Pe	erformed by: M	CCALL AND	SPERO	ENVIRONI	MENTAL			
General Parameters		Result	Limit(s)	MDL	RL	Units	Note	Prepared	Analyzed	Analyst
Method: EPA/600/M4-	·82-020									
Asbestos, Chrysotile		<1		1	1	%		12/12/22 1400		MCS
Asbestos, Amosite		<1		1	1	%		12/12/22 1400		MCS
Asbestos, Crocidolite	2	<1		1	1	%		12/12/22 1400		MCS
Asbestos, Other		<1		1	1	%		12/12/22 1400		MCS
Cellulose		10		1	1	%		12/12/22 1400		MCS
Fibrous Glass		<1		1	1	%		12/12/22 1400		MCS
Mineral Wool		<1		1	1	%		12/12/22 1400		MCS
Other Non-Asbestos	Fibers	90		1	1	%		12/12/22 1400		MCS
Other Matrix Material	s	<1		1	1	%		12/12/22 1400		MCS

Client Sample ID:	1-10108-3		
Sample Matrix:	Solid	Collected By:	CUSTOMER
Lab Sample ID:	L2L0722-23	Collection Date:	12/12/2022 14:00

	Analyses Pe	erformed by: N	ICCALL AND	SPERO	ENVIRON	MENTAL			
General Parameters	Result	Limit(s)	MDL	RL	Units	Note	Prepared	Analyzed	Analyst
Method: EPA/600/M4-82-020									
Asbestos, Chrysotile	<1		1	1	%		12/12/22 1400		MCS
Asbestos, Amosite	<1		1	1	%		12/12/22 1400		MCS
Asbestos, Crocidolite	<1		1	1	%		12/12/22 1400		MCS
Asbestos, Other	<1		1	1	%		12/12/22 1400		MCS
Cellulose	10		1	1	%		12/12/22 1400		MCS
Fibrous Glass	<1		1	1	%		12/12/22 1400		MCS
Mineral Wool	<1		1	1	%		12/12/22 1400		MCS
Other Non-Asbestos Fibers	90		1	1	%		12/12/22 1400		MCS
Other Matrix Materials	<1		1	1	%		12/12/22 1400		MCS

## Microbac Laboratories, Inc., Louisville

#### CERTIFICATE OF ANALYSIS

Client Sample ID:	1-10108-4									
Sample Matrix:	Solid					Co	llected By:	CUSTOM	ER	
Lab Sample ID:	L2L0722-24					Collection Date: 12/12/2			2022 14:00	
		Analyses Pe	erformed by: M	ICCALL AND	SPERO	ENVIRON	MENTAL			
General Parameters		Result	Limit(s)	MDL	RL	Units	Note	Prepared	Analyzed	Analyst
Method: EPA/600/M4-	-82-020									
Asbestos, Chrysotile		<1		1	1	%		12/12/22 1400		MCS
Asbestos, Amosite		<1		1	1	%		12/12/22 1400		MCS
Asbestos, Crocidolite	9	<1		1	1	%		12/12/22 1400		MCS
Asbestos, Other		<1		1	1	%		12/12/22 1400		MCS
Cellulose		15		1	1	%		12/12/22 1400		MCS
Fibrous Glass		<1		1	1	%		12/12/22 1400		MCS
Mineral Wool		<1		1	1	%		12/12/22 1400		MCS
Other Non-Asbestos	Fibers	85		1	1	%		12/12/22 1400		MCS
Other Matrix Material	ls	<1		1	1	%		12/12/22 1400		MCS

Client Sample ID:	2-10065-1		
Sample Matrix:	Solid	Collected By:	CUSTOMER
Lab Sample ID:	L2L0722-25	Collection Date:	12/12/2022 16:00

	Analyses Pe	erformed by: M	ICCALL AND	SPERO	ENVIRON	MENTAL			
General Parameters	Result	Limit(s)	MDL	RL	Units	Note	Prepared	Analyzed	Analyst
Method: EPA/600/M4-82-020									
Asbestos, Chrysotile	<1		1	1	%		12/12/22 1600		MCS
Asbestos, Amosite	<1		1	1	%		12/12/22 1600		MCS
Asbestos, Crocidolite	<1		1	1	%		12/12/22 1600		MCS
Asbestos, Other	<1		1	1	%		12/12/22 1600		MCS
Cellulose	10		1	1	%		12/12/22 1600		MCS
Fibrous Glass	<1		1	1	%		12/12/22 1600		MCS
Mineral Wool	<1		1	1	%		12/12/22 1600		MCS
Other Non-Asbestos Fibers	90		1	1	%		12/12/22 1600		MCS
Other Matrix Materials	<1		1	1	%		12/12/22 1600		MCS

## Microbac Laboratories, Inc., Louisville

### CERTIFICATE OF ANALYSIS

Client Sample ID:	2-10065-2									
Sample Matrix:	Solid					Co	llected By:	CUSTOM	ER	
Lab Sample ID:	L2L0722-26					Co	llection Da	te: 12/12/202	/12/2022 16:00	
		Analyses Pe	erformed by: M	CCALL AND	SPERO	ENVIRONI	MENTAL			
General Parameters		Result	Limit(s)	MDL	RL	Units	Note	Prepared	Analyzed	Analyst
Method: EPA/600/M4-	-82-020									
Asbestos, Chrysotile		<1		1	1	%		12/12/22 1600		MCS
Asbestos, Amosite		<1		1	1	%		12/12/22 1600		MCS
Asbestos, Crocidolite	9	<1		1	1	%		12/12/22 1600		MCS
Asbestos, Other		<1		1	1	%		12/12/22 1600		MCS
Cellulose		10		1	1	%		12/12/22 1600		MCS
Fibrous Glass		<1		1	1	%		12/12/22 1600		MCS
Mineral Wool		<1		1	1	%		12/12/22 1600		MCS
Other Non-Asbestos	Fibers	90		1	1	%		12/12/22 1600		MCS
Other Matrix Material	ls	<1		1	1	%		12/12/22 1600		MCS

Client Sample ID:	1-10106-1		
Sample Matrix:	Solid	Collected By:	CUSTOMER
Lab Sample ID:	L2L0722-27	Collection Date:	12/12/2022 17:00

	Analyses Pe	erformed by: M	ICCALL AND	SPERO	ENVIRON	MENTAL			
General Parameters	Result	Limit(s)	MDL	RL	Units	Note	Prepared	Analyzed	Analyst
Method: EPA/600/M4-82-020									
Asbestos, Chrysotile	<1		1	1	%		12/12/22 1700		MCS
Asbestos, Amosite	<1		1	1	%		12/12/22 1700		MCS
Asbestos, Crocidolite	<1		1	1	%		12/12/22 1700		MCS
Asbestos, Other	<1		1	1	%		12/12/22 1700		MCS
Cellulose	15		1	1	%		12/12/22 1700		MCS
Fibrous Glass	<1		1	1	%		12/12/22 1700		MCS
Mineral Wool	<1		1	1	%		12/12/22 1700		MCS
Other Non-Asbestos Fibers	85		1	1	%		12/12/22 1700		MCS
Other Matrix Materials	<1		1	1	%		12/12/22 1700		MCS

Client Sample ID:	1-10106-2									
Sample Matrix:	Solid					Co	lected By:	CUSTOM	FR	
Lab Sample ID:	L2L0722-28						lection Dat			
		Analyses	Performed by:	Microbac La	boratorie	s, Inc., Lou	isville			
Metals Total by ICP		Result	Limit(s)	MDL	RL	Units	Note	Prepared	Analyzed	Analyst
Method: ASTM E1645	5-01									
Lead		26000		61	310	mg/kg		12/19/22 1211	12/20/22 201	7 SSL

### MICROBAC<sup>®</sup>

### Microbac Laboratories, Inc., Louisville

### CERTIFICATE OF ANALYSIS

### L2L0722

1-10180-1									
Solid					Co	llected By:	CUSTOM	ER	
L2L0722-29					Co	llection Dat	te: 12/13/202	2 16:00	
	Analyses Pe	erformed by: M	ICCALL AND	SPERO	ENVIRONI	MENTAL			
	Result	Limit(s)	MDL	RL	Units	Note	Prepared	Analyzed	Analyst
82-020									
	<1		1	1	%		12/13/22 1600		MCS
	<1		1	1	%		12/13/22 1600		MCS
	<1		1	1	%		12/13/22 1600		MCS
	<1		1	1	%		12/13/22 1600		MCS
	40		1	1	%		12/13/22 1600		MCS
	<1		1	1	%		12/13/22 1600		MCS
	<1		1	1	%		12/13/22 1600		MCS
Fibers	60		1	1	%		12/13/22 1600		MCS
s	<1		1	1	%		12/13/22 1600		MCS
	Solid L2L0722-29 82-020	Solid L2L0722-29 Analyses Pe Result 82-020 <1 <1 <1 <1 <1 <1 40 <1 <1 40 <1 <1 51 60	Solid L2L0722-29 Analyses Performed by: M Result Limit(s) 82-020 <1 <1 <1 <1 <1 <1 <1 <1 <1 <1	Solid L2L0722-29         Analyses Performed by: MCCALL AND           Result         Limit(s)         MDL           82-020         <1	Solid L2L0722-29         Analyses Performed by: MCCALL AND SPERO           Result         Limit(s)         MDL         RL           82-020         <1	Solid L2L0722-29         Co           Result         Limit(s)         MDL         RL         Units           82-020         <1	Solid L2L0722-29         Collected By: Collection Dar           Analyses Performed by: MCCALL AND SPERO ENVIRONMENTAL           Result         Limit(s)         MDL         RL         Units         Note           82-020         <1	Solid L2L0722-29         Collected By: Collection Date:         CUSTOM 12/13/20           Analyses Performed by: MCCALL AND SPERO ENVIRONMENTAL         Note         Prepared           Result         Limit(s)         MDL         RL         Units         Note         Prepared           82-020          1         1         %         12/13/22         1600           <1         1         1         %         12/13/22         1600           <1         1         1         %         12/13/22         1600           <1         1         1         %         12/13/22         1600           <1         1         1         %         12/13/22         1600           <1         1         1         %         12/13/22         1600           <1         1         1         %         12/13/22         1600           <1         1         1         1         12/13/22         1600           <1         1         1         1         12/13/22         1600           <1         1         1         1         12/13/22         1600           <1         1         1 <th1< th="">         12/13/22         1600<!--</td--><td>Solid L2L0722-29         Collected By:         CUSTOMER Collection Date:         CUSTOMER           Analyses Performed by:         MCCALL AND SPERO ENVIRONMENTAL         Note         Prepared         Analyzed           82-020          Note         Prepared         Analyzed            &lt;1</td>         1         %         12/13/22         1600           &lt;1</th1<>	Solid L2L0722-29         Collected By:         CUSTOMER Collection Date:         CUSTOMER           Analyses Performed by:         MCCALL AND SPERO ENVIRONMENTAL         Note         Prepared         Analyzed           82-020          Note         Prepared         Analyzed            <1

Client Sample ID:	1-10180-2		
Sample Matrix:	Solid	Collected By:	CUSTOMER
Lab Sample ID:	L2L0722-30	Collection Date:	12/13/2022 16:00

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	%		12/13/22 1600		MCS
Asbestos, Amosite	<1		1	1	%		12/13/22 1600		MCS
Asbestos, Crocidolite	<1		1	1	%		12/13/22 1600		MCS
Asbestos, Other	<1		1	1	%		12/13/22 1600		MCS
Cellulose	20		1	1	%		12/13/22 1600		MCS
Fibrous Glass	<1		1	1	%		12/13/22 1600		MCS
Mineral Wool	<1		1	1	%		12/13/22 1600		MCS
Other Non-Asbestos Fibers	80		1	1	%		12/13/22 1600		MCS
Other Matrix Materials	<1		1	1	%		12/13/22 1600		MCS

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.

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

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### MICROBAC® Microbac Laboratories, Inc., Louisville

### CERTIFICATE OF ANALYSIS

L2L0722

### **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 <<u>https://www.microbac.com/standard-terms-conditions></u>.

**Reviewed and Approved By:** 

David Lester Customer Relationship Manager Reported: 12/23/2022 17:07

Microbac Laboratories, Inc.

MARSHALL COUNTY STP BRZ 9030(424)

TEAM <b>KENTUCKY</b>
TRANSPORTATION CABINET

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

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

### **RIGHT OF WAY CERTIFICATION**

Original		Re-Cer	tificatior	1	RIGHT OF WAY CERTIFICATION				
ITEN	1#			COUNTY		ECT # (STATE)	PROJECT # (FEDERAL)		
01-10180		1	Varshall			21 9414002R			
PROJECT DESCRIPTION									
			9B00138	N - KY 2603 Bridge Rep	lacement				
No Addit	· ·			· · · ·					
Construction will be within the limits of the existing right of way. The right of way was acquired in accordance to FHWA regulations									
under the Unifo relocation assist					tions Policy Act o	of 1970, as amended. N	lo additional right of way or		
		· · ·		of Way Required and Cl	eared)				
All necessary rig	ht of wa	ay, includ	ling contro	ol of access rights when a	pplicable, have b				
							e may be some improvements		
							physical possession and the n paid or deposited with the		
							ilable to displaced persons		
				nce with the provisions of					
		*		of Way Required with E					
The right of way	has not	t been fu	Ily acquire	ed, the right to occupy and	d to use all rights		he proper execution of the		
							n has not been obtained, but		
							s physical possession and right		
				be paid or deposited with			e court for most parcels. Just		
				of Way Required with E	•				
						mplete and/or some pa	arcels still have occupants. All		
				nt housing made available					
							necessary right of way will not		
							baid or deposited with the		
				ng. KYTC will fully meet all all acquisitions, relocatior					
				rce account construction.	is, and full payme	ents after blu letting a			
Total Number of Par			4	EXCEPTION (S) Parcel #	ANTICI	PATED DATE OF POSSESSIO	N WITH EXPLANATION		
Number of Parcels	Fhat Have	Been Acqu	uired						
Signed Deed			4						
Condemnation Signed ROE			0						
	s (Text is	limited. l		onal sheet if necessary.)					
	- ( <u></u>								
LPA RW Project Manager Right of Way Supervisor				pervisor					
Printed Name					Printed Name Mark C. Askin, P.E.				
Signature					Signature				
Date         Date         07/07/2023					7/07/2023				
Right of Way Director			or		FHWA				
Printed Name			Dean M	. Loy	Printed Name				
Signature					Signature				
Date					Date				

### UTILITIES AND RAIL CERTIFICATION NOTE

### Marshall County FD55 121 94140 02U Mile point: 1.165 TO 1.185 BRIDGE PROJECT IN MARSHALL COUNTY ON (079B00138N) KY-2603 AT SOLDIER CREEK ITEM NUMBER: 01-10180.00

### **PROJECT NOTES ON UTILITIES**

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

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

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

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.

### UTILITIES AND RAIL CERTIFICATION NOTE

### Marshall County FD55 121 94140 02U Mile point: 1.165 TO 1.185 BRIDGE PROJECT IN MARSHALL COUNTY ON (079B00138N) KY-2603 AT SOLDIER CREEK ITEM NUMBER: 01-10180.00

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

AT&T KY - Communication

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

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

West Kentucky RECC - Electric

\*The Contractor is fully responsible to contact West Kentucky RECC prior to construction to de-energize electric lines and to notify West Kentucky RECC when construction is complete.\*

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

Not Applicable

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

Not Applicable

RAIL COMPANIES HAVE FACILITIES IN CONJUNCTION WITH THIS PROJECT AS NOTED

⊠ No Rail Involvement □ Rail Involved □ Rail Adjacent

### UTILITIES AND RAIL CERTIFICATION NOTE

### Marshall County FD55 121 94140 02U Mile point: 1.165 TO 1.185 BRIDGE PROJECT IN MARSHALL COUNTY ON (079B00138N) KY-2603 AT SOLDIER CREEK ITEM NUMBER: 01-10180.00

### AREA FACILITY OWNER CONTACT LIST

Facility Owner	Address	Contact Name	Phone	Email
AT&T KY - Communication	315 E. College St. Jackson, TN 38305	John Harris	731-423-5026	jh9517@att.com
West Kentucky RECC - Electric	1218 West Broadway Mayfield, KY 42006	Milton Jones	270-705-1295	mjones@wkrecc.com

### ΝΟΤΙCΕ

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

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

The replacement of KY-2603 over Soldier Creek (Bridge 079B00138N) 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. A temporary construction easement will be required.

Location	Description of Project Impacts
KY-2603 Bridge over Soldier Creek from MP 1.127 to MP 1.209	The project will impact approximately 87 ft (0.33 ac) of Soldier Creek, a perennial stream approximately 50 ft wide at KY-2603, and 327 ft (0.01 ac) of three unnamed, ephemeral tributaries within the project disturbance limits.

Impacts to jurisdictional Waters of the United States defined by the US Army Corps of Engineers pursuant to 33 CFR 330 are authorized under Section 404 Nationwide Permit (NWP) No. 14 for Linear Transportation Projects (LRL-2023-00403-ncc) provided the Terms and General Conditions for NWP No. 14 and the attached Special Conditions are met.

The Kentucky Division of Water has conditionally certified the use of NWP No. 14 for impacts to surface waters of the Commonwealth defined by 401 KAR Chapter 10 under Individual Water Quality Certification WQC2023-060-1 provided the attached conditions 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.



DEPARTMENT OF THE ARMY U.S. ARMY CORPS OF ENGINEERS, LOUISVILLE DISTRICT 600 DR. MARTIN LUTHER KING JR PL LOUISVILLE, KY 40202

October 4, 2023

Regulatory Division South Branch ID No. LRL-2023-00403-ncc

Mr. Andrew Logsdon Kentucky Transportation Cabinet DEA 200 Mero Street Frankfort, Kentucky 40622

Dear Mr. Logsdon:

This is in response to your request for authorization to discharge dredged or fill material into "waters of the United States (U.S.)" associated with the replacement of Bridge ID 079B00138N (KYTC Item Number 1-10180), which carries KY 2603 over Soldier Creek. The proposed project would involve the complete removal of the existing bridge and construction of a new bridge without load restrictions at the same location as the existing bridge, with generally the same current geometrics (bridge width, length, hydraulic opening, etc.). The proposed new bridge would be a three-span spread box beam bridge on friction piles. A total length of 120'-0" with span lengths 30'-0", 60'-0" & 30'-0" respectively. The proposed project would impact approximately 87 linear feet of Soldier Creek (0.07 acre) and is located near Hicksville, Marshall County, Kentucky (Latitude: 36.79675807/Longitude: -88.4576359). The information supplied by you was reviewed to determine whether a Department of the Army (DA) permit will be required under the provisions of Section 404 of the Clean Water Act.

Your project is considered a discharge of backfill or bedding material for a road crossing. The project is authorized under the provisions of 33 CFR 330 Nationwide Permit (NWP) No. 14, <u>Linear Transportation Projects</u>, as published in the Federal Register December 27, 2021. Under the provisions of this authorization, you must comply with the enclosed Terms and General Conditions for NWP No. 14, and the following Special Conditions:

- a. All work authorized by this permit shall be performed in strict compliance with the attached "LRL-2023-00403 Soldier Creek Location Map", which is a part of this permit. Any modification to these plans affecting the authorized work shall be approved by the U.S. Army Corps of Engineers prior to implementation.
- b. The Permittee shall comply with all conditions of the individual Section 401 WQC Certification No. WQC2023-060-1 for the project, issued on July 26, 2023 by KDOW, which are incorporated herein by reference.

- c. The permittee shall account for potential adverse effects to the Indiana bat and their habitat through the processes identified in the 2020 Programmatic Consultation on the effects of transportation projects on bats between the FHWA, KYTC, and the USFWS' KFO.
- d. The Permittee shall not perform tree clearing activities between June 1 July 31 to avoid impacts to the Indiana bat.
- e. The Permittee shall implement all necessary precautions and measures so that any activity will not kill, injure, capture, harass, or otherwise harm any protected federally listed species. If the Permittee discovers or observes an injured/dead listed endangered or threatened species while accomplishing the authorized work, the Permittee shall immediately notify the Corps to initiate the required federal coordination.
- f. The Permittee must comply with the enclosed General Conditions and Kentucky Regional Conditions.

This verification is valid until the NWP is modified, reissued, or revoked. NWP No. 14 will be modified, reissued, or revoked on **March 14, 2026**. It is incumbent upon KYTC to remain informed of changes to the NWPs. If the Permittee commences or is under contract to commence this activity before the date that the relevant NWP is modified or revoked, they will have 12 months from the date of the modification or revocation of the NWP to complete the activity under the present terms and conditions of this NWP. The enclosed Compliance Certification must be submitted to the District Engineer within 30 days of completion of the authorized activity or the implementation of any required compensatory mitigation, whichever occurs later. Please note that we also perform periodic inspections to ensure compliance with our permit conditions and applicable Federal laws. A copy of this letter will be forwarded to your agent and to the KDOW.

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

If you have any questions, please contact us by writing to the District Regulatory Office at the above address, ATTN: CELRL-RDS, or contact Norma Condra directly at (502) 315-6680 or norma.c.condra@usace.army.mil. Any correspondence on this matter should refer to our ID Number LRL-2023-00403-ncc.

Sincerely

David Baldridge Chief, South Branch Regulatory Division

Enclosures

Enclosures:1. NWP 14 Terms and Conditions2. NWP General Conditions3. WQC Conditions4. Project Vicinity Map and LRL-2023-00403 Plan Map

Copies Furnished:

Ms. Rain Storm (Agent) Third Rock Consultants rstorm@thirdrockconsultants.com

Kentucky Energy & Environment Cabinet Division of Water <u>401wqc@ky.gov</u>

### **Compliance Certification:**

Permit Number:LRL-2023-00403-nccName of Permittee:Kentucky Transportation CabinetDate of Issuance:September 29, 2023

Upon completion of the activity authorized by this permit and any mitigation required by this permit, sign this certification, and return it to the following address:

### U.S. Army Corps of Engineers CELRL-RDS P.O. Box 59 Louisville, Kentucky 40201

Please note that your permitted activity is subject to a compliance inspection by an U.S. Army Corps of Engineers representative. If you fail to comply with this permit, you are subject to permit suspension, modification, or revocation.

I hereby certify that the work authorized by the above referenced permit has been completed in accordance with the terms and conditions of the said permit, and required mitigation was completed in accordance with the permit conditions.

Signature of Permittee

Date

ANDY BESHEAR GOVERNOR



REBECCA W. GOODMAN Secretary

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

ANTHONY R. HATTON COMMISSIONER

300 Sower Boulevard Frankfort, Kentucky 40601

July 26, 2023

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

> Re: §401 Water Quality Certification KY 2603 Bridge - Marshall Co Bridge 079B00138N WQC No: WQC2023-060-1 AI No.: 177744; Activity ID: APE20230001 KYTC Item No.: 1-10180 USACE ID No.: LRL-2023-00403-ncc Soldier Creek Marshall County, Kentucky

Dear Mr. Peake:

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

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

All future correspondence on this project must reference AI No. 177744. The attached document is your official Water Quality Certification; please read it carefully. Please contact Wesley Harrod by phone at 502-782-6589 or email at Wesley.Harrod@ky.gov if you have any questions.



KentuckyUnbridledSpirit.com

Sincerely,

Samartha Vogeler

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

SV:WH Attachment

cc: Jacob Travelstead, KYTC: Frankfort (via email: jacob.travelstead@ky.gov) Andrew Logsdon, KYTC: Frankfort (via email: Andrew.Logsdon@ky.gov) Dave Harmon, KYTC: Frankfort (via email: Dave.Harmon@ky.gov) Norma Condra, USACE: Louisville District (via email: Norma.C.Condra@usace.army.mil) Molly Foree, Third Rock Consulting (via email: mforee@thirdrockconsultants.com) Rain Storm, Third Rock Consulting (via email: rstorm@thirdrockconsultants.com) Lee Andrews, USFWS: Frankfort (via email: kentuckyes@fws.gov) Rhonda Lamb, Four Rivers Basin Coordinator (via email: rlamb@murraystate.edu) Shannon McLeary, Paducah Regional Field Office (via email: shannon.mcleary@ky.gov) KTC Water Quality Certification Facility Requirements Permit Number: WQC2023-060-1 KY 2603 Bridge - Marshall Co

Activity ID No.:APE20230001

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# ACTV000000001 (AI 177744) Bridge Replacement:

## Submittal/Action Requirements:

Condition No.	Condition
S-1	Kentucky Transportation Cabinet (KYTC) shall notify the Water Quality Certification Project Manager or Supervisor of the scheduled start of construction activities at least two weeks before the start of construction. This condition is necessary for the Division of Water to be informed of the ongoing activity for the purposes of site visits to ensure implementation of Kentucky Regulatory Statutes and Administrative Regulations; the Division will monitor the environment, minimize impact to aquatic resources, protect the use and designation of resources, allow more effective and efficient control practices, identify changes and conditions in ecological systems as a resources, and to warn of emergency conditions. [401 KAR 10:030 Section 1, 401 KAR 10:031 Section 2(1)(a), KRS 224.10-100, KRS 224.70-110]
S-2	KYTC shall notify the Water Quality Certification Project Manager or Supervisor of substantial completion of construction no later than two weeks post-construction. This condition is necessary for the Division of Water to be informed of the ongoing activity for the purposes of site visits to ensure implementation of Kentucky Regulatory Statutes and Administrative Regulations; the Division will monitor the environment, minimize impact to aquatic resources, protect the use and designation of resources, allow more effective and efficient control practices, identify changes and conditions in ecological systems as a result of activities, and to warn of emergency conditions. [401 KAR 10:030 Section 1, 401 KAR 10:031 Section 2(1)(a), KRS 224.10-100, KRS 224.70-110]
S-3	KYTC shall submit a report within 90 days after substantial completion of construction to the Water Quality Certification Project Manager or Supervisor containing a description of the work completed to restore all streams impacted by the placement of temporary fill material. The report shall include representative photos of the stream areas prior to the placement of temporary fill material, photos of the areas after restoration, and a description of the restoration work completed. This condition is necessary for the Division of Water to be informed of the ongoing activity for the purposes of site visits to ensure implementation of Kentucky Regulatory Statutes and Administrative Regulations; the Division will monitor the environment to afford more effective and efficient control practices, to identify changes and conditions in ecological systems, and to warn of emergency conditions. [401 KAR 10:030 Section 1, 401 KAR 10:031 Section 2(1)(a), KRS 224.10-100, KRS 224.70-110]
S-4	KYTC shall submit as-built drawings within 90 days after substantial completion of construction to the Water Quality Certification Section Project Manager or Supervisor. This condition is necessary to monitor the aquatic resources, minimize impact to aquatic resources, protect the use and designation of resources, allow more effective and efficient control practices, identify changes and conditions in ecological systems as a result of activities, and to warn of emergency conditions. [401 KAR 10:030 Section 1, 401 KAR 10:031 Section 2(1)(a), KRS 224.10-100, KRS 224.70-110]

	Facility Requirements Permit Number: WQC2023-060-1 Activity ID No.:APE20230001	424)
	Page 2 of 5	
ACTV0000	ACTV000000001 (AI 177744) Bridge Replacement:	
Narrativ	Narrative Requirements:	
Condition No.	Condition	
T-1	<ul> <li>The work approved by this certification shall be limited to 36.796758, -88.457636:</li> <li>Removal of existing bridge</li> <li>Removal of existing bridge in the same location</li> <li>Construction of new bridge in the same location</li> <li>Impacts include 87 linear feet of impacts to perennial streams due to bank stabilization and abutments</li> <li>Impacts include 327 linear feet of impacts to ephemeral streams due to construction easement</li> <li>This condition is necessary to confirm activities approved by this certification. [401 KAR 10:030 Section 1, 401 KAR 9:010 Section 1(a)(2), KRS 224.10-100, KRS 224.70-110]</li> </ul>	
Т-2	<ul> <li>All work performed under this certification shall adhere to the design and specifications set forth in the following document(s):</li> <li>Application for Permit to Construct Across or Along a Stream and/or Water Quality Certification received on 05/04/2023</li> <li>Pre-file Meeting Request received on 05/04/2023</li> <li>Certification Request received on 06/29/2023</li> <li>O79B00138N KDOW 401 WQC Application.pdf</li> <li>Attachment A.pdf</li> <li>Attachment B.pdf</li> <li>Attachment D.pdf</li> <li>Attachment E.pdf</li> <li>Attachment E.pdf</li> <li>Attachment E.pdf</li> <li>Attachment B.pdf</li> <li>Attachment B.(2).pdf</li> <li>Attachment B.(2).pdf</li> <li>Attachment B.(2).pdf</li> <li>Attachment B.(2).pdf</li> <li>Attachment B.(2).pdf</li> </ul>	
Т-3	KYTC is responsible for preventing degradation of waters of the Commonwealth from soil erosion. An erosion and sediment control plan must be designed, implemented, and maintained in effective operating condition at all times during construction. This condition is necessary to prevent and minimize objectionable deposits and pollution and protect the use of the stream. [401 KAR 10:030 Section 1, 401 KAR 10:031 Section 2(1)(a), KRS 224.10-100, KRS 224.70-110]	F

KTC Water Quality Certification KY 2603 Bridge - Marshall Co

KTC Water Quality Certification KY 2603 Bridge - Marshall Co	Facility Requirements	Permit Number: WQC2023-060-1	Activity ID No.:APE20230001
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ACTV000000001 (AI 177744) Bridge Replacement:

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Condition	Condition
No.	Condition
Т-4	No in-stream operations or activities shall be conducted during fish spawning season (April 1 through June 30), due to the potential impacts of increased sediment load and associated water quality and designated aquatic habitat impacts. This condition is necessary to monitor the aquatic resources, minimize impact to aquatic resources, protect the use and designation of resources, allow more effective and efficient control practices, identify changes and conditions in ecological systems as a result of activities, and to warn of emergency conditions. [401 KAR 10:030 Section 1, 401 KAR 10:031 Section 4(1)(c,h), KRS 224.10-100, KRS 224.70-110]
T-5	Heavy equipment (e.g. bulldozers, backhoes, draglines, etc.), if required for this project, should not be used or operated within the stream channel. In those instances where such instream work is unavoidable, then it shall be performed in such a manner and duration as to minimize re-suspension of sediments and disturbance to the channel, banks, or riparian vegetation. This condition is necessary to prevent and minimize objectionable deposits and pollution and protect the use of the stream. [401 KAR 10:030 Section 1, 401 KAR 10:031 Section 2(1)(a), KRS 224.10-100, KRS 224.70-110]
T-6	Erosion and sediment pollution control plans and Best Management Practices must be designed, installed, and maintained in effective operating condition at all times during construction activities so that violations of state water quality standards do not occur. This condition is necessary to prevent and minimize objectionable deposits and pollution and protect the use of the stream. [401 KAR 10:030 Section 1, 401 KAR 10:031 Section 2(1)(a), KRS 224.10-100, KRS 224.70-110]
T-7	Remove all sediment and erosion control measures after re-vegetation has become well-established. This condition is necessary to prevent and minimize objectionable deposits and pollution and protect the use of the stream. [401 KAR 10:030 Section 1, 401 KAR 10:031 Section 2(1)(a), KRS 224.10-100, KRS 224.70-110]
T-8	Any fill or riprap shall be of a composition that shall not cause violations of water quality standards by adversely affecting the biological, chemical, or physical properties of waters of the Commonwealth. If riprap is used, it shall be of a weight and size that bank stress or slump conditions shall not occur. This condition is necessary to prevent and minimize objectionable deposits and pollution and protect the use of the stream. [401 KAR 10:030 Section 1, 401 KAR 10:031 Section 2(1)(a), KRS 224.10-100, KRS 224.70-110]
T-9	Sediment and erosion control measures (e.g., check-dams, silt fencing, or hay bales) shall not be placed within surface waters of the Commonwealth, either temporarily or permanently, without prior approval by the Kentucky Division of Water's Water Quality Certification Section. If placement of sediment and erosion control measures in surface waters is unavoidable, placement shall not be conducted in such a manner that may cause instability of streams that are adjacent to, upstream, or downstream of the structures. All sediment and erosion control measures shall be removed and the natural grade restored prior to withdrawal from the site. This condition is necessary to prevent and minimize objectionable deposits and pollution and protect the use of the stream. [401 KAR 10:030 Section 1, 401 KAR 10:031 Section 2(1)(a), KRS 224.10-100, KRS 224.70-110]
T-10	Measures shall be taken to prevent or control spills of fuels, lubricants, or other toxic materials used in construction from entering the watercourse. This condition is necessary to prevent water pollution as prohibited by statute. [401 KAR 10:030 Section 1, 401 KAR 10:031 Section 2(1)(a), KRS 224.10-100, KRS 224.70-110]

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Permit Number: WQC2023-060-1 Activity ID No.:APE20230001 Page 4 of 5

# ACTV000000001 (AI 177744) Bridge Replacement:

### Narrative Requirements:

Condition	Condition
T-11	To the maximum extent practicable, all in-stream work under this certification shall be performed during low flow. This condition is necessary to prevent and minimize objectionable denosits and nollution and mrotect the use of the stream [401 KAR 10.030 Section 1, 401 KAR 10.031 Section 2(1)(a), KRS 224 10-100, KRS 224 70-
T-12	Removal of existing riparian vegetation shall be restricted to the minimum necessary for project construction. This condition is necessary to minimize negative effects to the environment, protect the use of the stream, and protect aquatic resources. [401 KAR 10:030 Section 1, 401 KAR 10:031 Section 2(1)(a), KRS 224.10-100, KRS 224.70-110]
T-13	Should stream pollution, wetland impairment, and/or violations of water quality standards occur as a result of this activity (either from a spill or other forms of water pollution), the Kentucky Division of Water shall be notified immediately by calling 800/564-2380. This condition is necessary to monitor the aquatic resources, minimize impact to aquatic resources, protect the use and designation of resources, allow more effective and efficient control practices, identify changes and conditions in ecological systems as a result of activities, and to warn of emergency conditions. [401 KAR 10:030 Section 1, 401 KAR 10:031 Section 2(1)(a), KRS 224.10-100, KRS 224.70-110]
T-14	This Water Quality Certification expires on July 26, 2028. This condition is necessary for the issuance of the certification. [KRS 224.10-100, KRS 224.16-050(2), KRS 224.70-110]
T-15	Other permits from the Division of Water may be required for this activity. If this activity occurs within a floodplain, a Permit to Construct Across or Along a Stream may be required. Please contact the Floodplain Management Section Supervisor (502-564-3410) for more information prior to construction. If the project will disturb one acre or more of land, or is part of a larger common plan of development or sale that will ultimately disturb one acre or more of land, a Kentucky Pollution Discharge Elimination System (KPDES) Stormwater Permit shall be required. Please contact the Surface Water Permits Branch (502-564-3410 or SWPBSupport@ky.gov) for more information. A Groundwater Protection Plan is required if any of the activities listed in Section 2(2) of 401 KAR 5:037 are conducted. A Water Withdrawal Application is required for any activities proposing raw water withdrawals of 10,000 gallons per day or more. For technical assistance contact the Watershed Management Branch at 502-564-3410 or visit eec.ky.gov. This condition is necessary for confirm authorized impacts, the appropriate responsible party, monitor the aduatic resources, minimize impact to aquatic resources, protect the use and designation of resources, allow more effective and efficient control practices, identify changes and conditions in ecological systems as a result of activities, and to warn of emergency conditions. [KRS 224.10-100, KRS 224.10-100]

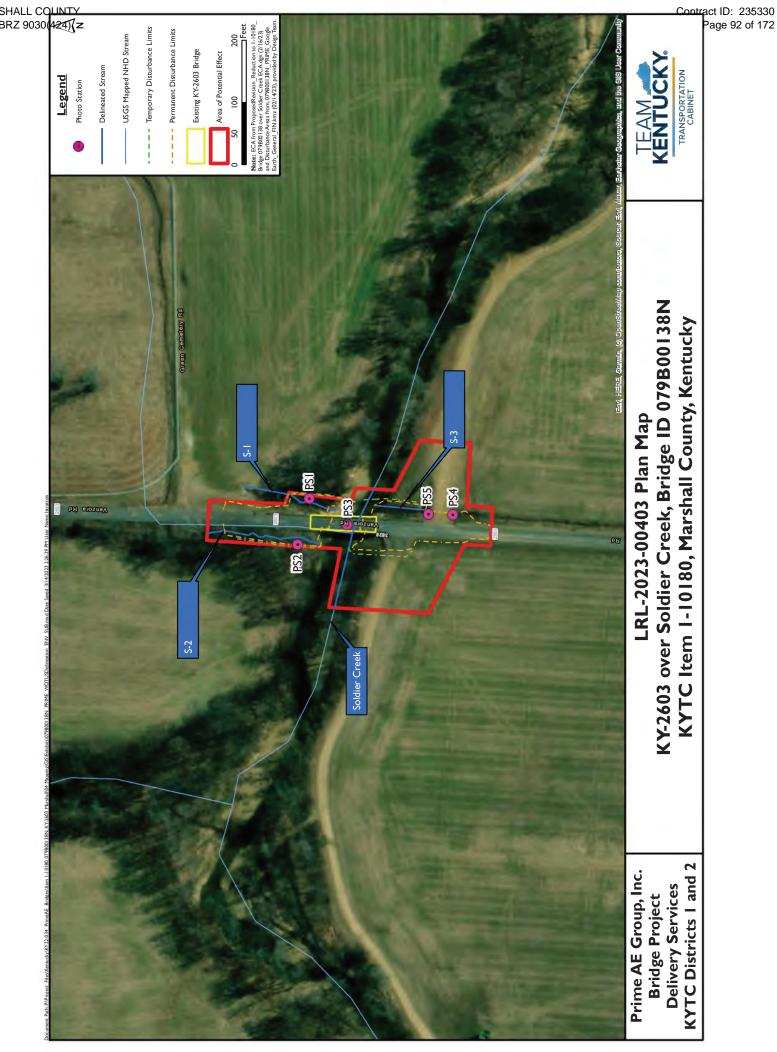
### KTC Water Quality Certification KY 2603 Bridge - Marshall Co

Facility Requirements Permit Number: WQC2023-060-1 Activity ID No.:APE20230001 Page 5 of 5

# ACTV000000001 (AI 177744) Bridge Replacement:

## Narrative Requirements:

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



MARSHALL COUNTY STP BRZ 9030(424)



### **2021 Nationwide Permit Summary**

US Army Corps of Engineers Louisville District ®

### No. 14. <u>Linear Transportation</u> <u>Projects</u>

(NWP Final Rule, 86 FR 73522)

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

This NWP also authorizes temporary

structures, fills, and work, including the use of temporary mats, necessary to construct the linear transportation project. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges of dredged or fill material, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites.

Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the affected areas returned to preconstruction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

This NWP cannot be used to authorize

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

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

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

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

**Note 3:** For NWP 14 activities that require pre-construction notification, the PCN must include any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings that require Department of the Army authorization but do not require pre-construction notification (see paragraph (b)(4) of general condition 32). The district engineer will evaluate the PCN in accordance with Section D, "District Engineer's Decision." The

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

district engineer may require mitigation to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects

### **Nationwide Permit General Conditions**

(see general condition 23).

Note: To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as applicable, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. Prospective permittees should contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP. Prospective also contact permittees should the appropriate Corps district office to determine the status of Clean Water Act Section 401 water quality certification and/or Coastal Zone Management Act consistency for an NWP. Every person who may wish to obtain permit authorization under one or more NWPs, or who is currently relying on an existing or prior permit authorization under one or more NWPs, has been and is on notice that all of the provisions of 33 CFR 330.1 through 330.6 apply to every NWP authorization. Note especially 33 CFR 330.5 relating to the modification, suspension, or revocation of any NWP authorization.

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

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

(c) The permittee understands and agrees that, if future operations by the United

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

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

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

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

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

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

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

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

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

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

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

12. <u>Soil Erosion and Sediment Controls</u>. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or noflow, or during low tides.

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

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

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

16. Wild and Scenic Rivers. (a) No NWP activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal with direct agency management responsibility for such river. has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status.

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

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

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

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

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

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

consultation or conference has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

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

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

(f) If the non-federal permittee has a valid ESA section 10(a)(1)(B) incidental take permit with an approved Habitat Conservation Plan for a project or a group of projects that includes the proposed NWP activity, the non-federal applicant should provide a copy of that ESA section 10(a)(1)(B) permit with the PCN required by paragraph (c) of this general condition. The district engineer will coordinate with the agency that issued the ESA section 10(a)(1)(B) permit to determine whether the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation conducted for the ESA section 10(a)(1)(B)permit. If that coordination results in concurrence from the agency that the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation for the ESA section 10(a)(1)(B) permit, the district

engineer does not need to conduct a separate ESA section 7 consultation for the proposed NWP activity. The district engineer will notify the non-federal applicant within 45 days of receipt of a complete pre-construction notification whether the ESA section 10(a)(1)(B) permit covers the proposed NWP activity or whether additional ESA section 7 consultation is required.

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

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

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

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

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

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

(e) Prospective permittees should be aware that section 110k of the NHPA (54 U.S.C. 306113) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected. and proposed This documentation must mitigation.

include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

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

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

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

(b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, 38, and 54, notification is required in accordance with general condition 32, for any activity proposed by permittees in the designated critical resource waters including wetlands

adjacent to those waters. The district engineer may authorize activities under these NWPs only after she or he determines that the impacts to the critical resource waters will be no more than minimal.

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

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

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

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

(d) Compensatory mitigation at a minimum one-for-one ratio will be required for all losses of stream bed that exceed 3/100-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more

than minimal, and provides an activityspecific waiver of this requirement. This compensatory mitigation requirement may be satisfied through the restoration or enhancement of riparian areas next to streams in accordance with paragraph (e) of this general condition. For losses of stream bed of 3/100-acre or less that require preconstruction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects. Compensatory mitigation for losses of streams should be provided, if practicable, through stream rehabilitation, enhancement, or preservation, since streams are difficult-to-replace resources (see 33 CFR 332.3(e)(3)).

(e) Compensatory mitigation plans for NWP activities in or near streams or other open waters will normally include a requirement for the restoration or enhancement, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases. the restoration or maintenance/protection of riparian areas may be the only compensatory mitigation required. If restoring riparian areas involves planting vegetation, only native species should be planted. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to restore or maintain/protect a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or maintaining/protecting a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of minimization or compensatory mitigation, the district

engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

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

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

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

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

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

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

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

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

(h) Permittees may propose the use of mitigation banks, in-lieu fee programs, or permittee-responsible mitigation. When developing a compensatory mitigation proposal, the permittee must consider appropriate and practicable options consistent with the framework at 33 CFR 332.3(b). For activities resulting in the loss of marine or estuarine resources, permittee-responsible mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in

the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.

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

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

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

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

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

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

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

28. <u>Use of Multiple Nationwide Permits</u>. The use of more than one NWP for a single and complete project is authorized, subject to the following restrictions: (a) If only one of the NWPs used to authorize the single and complete project has a specified acreage limit, the acreage loss of waters of the United States cannot exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

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

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

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

### (Date)

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

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

(b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(1)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and

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

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

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

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

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

(2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the

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

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

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

(2) Location of the proposed activity;

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

(4) (i) A description of the proposed activity; the activity's purpose; direct and indirect adverse environmental effects the activity would cause, including the anticipated amount of loss of wetlands, other special aquatic sites, and other waters expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; a description of any proposed mitigation measures intended to reduce the adverse environmental effects caused by the proposed activity; and any

other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings for linear projects that require Department of the Army authorization but do not require pre-construction notification. The description of the proposed activity and any proposed mitigation measures should be sufficiently detailed to allow the district engineer to determine that the adverse environmental effects of the activity will be no more than minimal and to determine the need for compensatory mitigation or other mitigation measures.

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

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

(5) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial and intermittent streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many

wetlands, other special aquatic sites, and other waters. Furthermore, the 45-day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;

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

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

(8) For non-federal permittees, if the NWP activity might have the potential to cause effects to a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, the PCN must state which historic property might have the potential to be affected by the proposed activity or include a vicinity map indicating the location of the historic property. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with section 106 of the National Historic Preservation Act; (9) For an activity that will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the PCN must identify the Wild and Scenic River or the "study river" (see general condition 16); and

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

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

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

(2) Agency coordination is required for: (i) all NWP activities that require preconstruction notification and result in the loss of greater than 1/2-acre of waters of the United States; (ii) NWP 13 activities in excess of 500 linear feet, fills greater than one cubic yard per running foot, or involve discharges of dredged or fill material into special aquatic sites; and (iii) NWP 54 activities in excess of 500 linear feet, or that extend into the waterbody more than 30 feet from the mean low water line in tidal waters or the ordinary high water mark in the Great Lakes. (3) When agency coordination is required, the district engineer will immediately provide (e.g., via e-mail, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (FWS, state natural resource or water quality agency, EPA, and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to notify the district via telephone, facsimile engineer transmission, or e-mail that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse environmental effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure that the net adverse environmental effects of the proposed activity are no more than minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified. suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(4) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act. (5) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

### **D.** District Engineer's Decision

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

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

3. If the proposed activity requires a PCN and will result in a loss of greater than 1/10acre of wetlands or 3/100-acre of stream bed, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory mitigation for NWP activities with smaller impacts, or for impacts to other types of waters. The district engineer will consider any proposed compensatory mitigation or other mitigation measures the applicant has included in the proposal in determining whether the net adverse environmental effects of the proposed activity are no more than minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse environmental effects are no more than minimal, after considering mitigation, the district engineer will notify the permittee and include any activity-specific conditions in the NWP verification the district engineer deems necessary. Conditions for compensatory mitigation requirements must comply with the appropriate provisions at 33 CFR 332.3(k). The district engineer must approve the final mitigation plan before the permittee commences work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not

practicable or not necessary to ensure timely completion of the required compensatory mitigation. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the district engineer will expeditiously review the proposed compensatory mitigation plan. The district engineer must review the proposed compensatory mitigation plan within 45 calendar days of receiving a complete PCN and determine whether the proposed mitigation would ensure that the NWP activity results in no more than minimal adverse environmental effects. If the net adverse environmental effects of the NWP activity (after consideration of the mitigation proposal) are determined by the district engineer to be no more than minimal, the district engineer will provide a timely written response to the applicant. The response will state that the NWP activity can proceed under the terms and conditions of the NWP, including any activity-specific conditions added to the NWP authorization by the district engineer.

4. If the district engineer determines that the adverse environmental effects of the proposed activity are more than minimal, then the district engineer will notify the applicant either: (a) that the activity does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an individual permit; (b) that the activity is authorized under the NWP subject to the applicant's submission of a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal; or (c) that the activity is authorized under the NWP with specific modifications or conditions. Where the district engineer determines that mitigation is required to ensure no more than minimal adverse environmental effects, the activity will be authorized within the 45-day PCN period (unless additional time is required to comply with general conditions 18, 20, and/or 31), with activity-specific conditions that state the mitigation requirements. The authorization will include the necessary conceptual or detailed mitigation plan or a requirement that the applicant submit a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal. When compensatory mitigation is required, no

work in waters of the United States may occur until the district engineer has approved a specific mitigation plan or has determined that prior approval of a final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation.

### **E.** Further Information

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

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

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

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

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

### F. Nationwide Permit Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

<u>Navigable waters</u>: Waters subject to section 10 of the Rivers and Harbors Act of 1899. These waters are defined at 33 CFR part 329.

<u>Non-tidal wetland</u>: A non-tidal wetland is a wetland that is not subject to the ebb and flow of tidal waters. Non-tidal wetlands contiguous to tidal waters are located landward of the high tide line (i.e., spring high tide line).

<u>Open water</u>: For purposes of the NWPs, an open water is any area that in a year with normal patterns of precipitation has water flowing or standing above ground to the extent that an ordinary high water mark can be determined. Aquatic vegetation within the area of flowing or standing water is either non-emergent, sparse, or absent. Vegetated shallows are considered to be open waters. Examples of "open waters" include rivers, streams, lakes, and ponds.

Ordinary High Water Mark: The term ordinary high water mark means that line on the shore established by the fluctuations of and indicated by physical water characteristics such as a clear, natural line impressed on the bank, shelving, changes in the character of soil, destruction of terrestrial vegetation, the presence of litter and debris, or other appropriate means that consider the characteristics of the surrounding areas.

<u>Perennial stream</u>: A perennial stream has surface water flowing continuously yearround during a typical year. <u>Practicable</u>: Available and capable of being done after taking into consideration cost, existing technology, and logistics in light of overall project purposes.

Pre-construction notification: A request submitted by the project proponent to the Corps for confirmation that a particular activity is authorized by nationwide permit. The request may be a permit application, letter, or similar document that includes information about the proposed work and its anticipated environmental effects. Preconstruction notification may be required by the terms and conditions of a nationwide permit, or by regional conditions. A preconstruction notification may he voluntarily submitted in cases where preconstruction notification is not required and the project proponent wants confirmation that the activity is authorized by nationwide permit.

<u>Preservation</u>: The removal of a threat to, or preventing the decline of, aquatic resources by an action in or near those aquatic resources. This term includes activities commonly associated with the protection and maintenance of aquatic resources through the implementation of appropriate legal and physical mechanisms. Preservation does not result in a gain of aquatic resource area or functions.

<u>Re-establishment</u>: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former aquatic resource. Re-establishment results in rebuilding a former aquatic resource and results in a gain in aquatic resource area and functions.

<u>Rehabilitation</u>: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural/historic functions to a degraded aquatic resource. Rehabilitation results in a gain in aquatic resource function, but does not result in a gain in aquatic resource area.

<u>Restoration</u>: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former or degraded aquatic resource. For the purpose of tracking net gains in aquatic resource area, restoration is divided into two categories: re-establishment and rehabilitation.

Riffle and pool complex: Riffle and pool complexes are special aquatic sites under the 404(b)(1) Guidelines. Riffle and pool complexes sometimes characterize steep gradient sections of streams. Such stream sections are recognizable by their hydraulic characteristics. The rapid movement of water over a course substrate in riffles results in a rough flow, a turbulent surface, and high dissolved oxygen levels in the water. Pools are deeper areas associated with riffles. A slower stream velocity, a streaming flow, a smooth surface, and a finer substrate characterize pools.

<u>Riparian areas</u>: Riparian areas are lands next to streams, lakes, and estuarine-marine shorelines. Riparian areas are transitional between terrestrial and aquatic ecosystems, through which surface and subsurface hydrology connects riverine, lacustrine, estuarine, and marine waters with their adjacent wetlands, non-wetland waters, or uplands. Riparian areas provide a variety of ecological functions and services and help improve or maintain local water quality. (See general condition 23.)

<u>Shellfish seeding</u>: The placement of shellfish seed and/or suitable substrate to increase shellfish production. Shellfish seed consists of immature individual shellfish or individual shellfish attached to shells or shell fragments (i.e., spat on shell). Suitable substrate may consist of shellfish shells, shell fragments, or other appropriate materials placed into waters for shellfish habitat.

Single and complete linear project: A linear project is a project constructed for the purpose of getting people, goods, or services from a point of origin to a terminal point, which often involves multiple crossings of one or more waterbodies at separate and distant locations. The term "single and complete project" is defined as that portion of the total linear project proposed or accomplished by one owner/developer or partnership or other association of owners/developers that includes all crossings of a single water of the United States (i.e., a single waterbody) at a specific location. For linear projects crossing a single or multiple waterbodies several times at separate and distant locations, each crossing is considered a single and complete project for purposes of NWP authorization. However, individual channels in a braided stream or river, or individual arms of a large, irregularly shaped wetland or lake, etc., are not separate waterbodies, and crossings of such features cannot be considered separately.

Single and complete non-linear project: For non-linear projects, the term "single and complete project" is defined at 33 CFR 330.2(i) as the total project proposed or accomplished by one owner/developer or partnership or other association of owners/developers. A single and complete non-linear project must have independent utility (see definition of "independent utility"). Single and complete non-linear projects may not be "piecemealed" to avoid the limits in an NWP authorization.

Stormwater management: Stormwater management is the mechanism for controlling stormwater runoff for the purposes of reducing downstream erosion, water quality degradation, and flooding and mitigating the adverse effects of changes in land use on the aquatic environment.

Stormwater management facilities: Stormwater management facilities are those facilities, including but not limited to, stormwater retention and detention ponds and best management practices, which retain water for a period of time to control runoff and/or improve the quality (i.e., by reducing the concentration of nutrients, sediments, hazardous substances and other pollutants) of stormwater runoff.

Stream bed: The substrate of the stream channel between the ordinary high water marks. The substrate may be bedrock or inorganic particles that range in size from clay to boulders. Wetlands contiguous to the stream bed, but outside of the ordinary high water marks, are not considered part of the stream bed.

<u>Stream channelization</u>: The manipulation of a stream's course, condition, capacity, or location that causes more than minimal interruption of normal stream processes. A channelized jurisdictional stream remains a water of the United States.

Structure: An object that is arranged in a definite pattern of organization. Examples of structures include, without limitation, any pier, boat dock, boat ramp, wharf, dolphin, weir, boom, breakwater, bulkhead, revetment, riprap, jetty, artificial island, artificial reef, permanent mooring structure, power transmission line, permanently moored floating vessel, piling, aid to navigation, or any other manmade obstacle or obstruction.

<u>Tidal wetland</u>: A tidal wetland is a jurisdictional wetland that is inundated by tidal waters. Tidal waters rise and fall in a predictable and measurable rhythm or cycle due to the gravitational pulls of the moon and sun. Tidal waters end where the rise and fall of the water surface can no longer be practically measured in a predictable rhythm due to masking by other waters, wind, or other effects. Tidal wetlands are located channelward of the high tide line.

<u>Tribal lands</u>: Any lands title to which is either: 1) held in trust by the United States for the benefit of any Indian tribe or individual; or 2) held by any Indian tribe or individual subject to restrictions by the United States against alienation.

<u>Tribal rights</u>: Those rights legally accruing to a tribe or tribes by virtue of inherent sovereign authority, unextinguished aboriginal title, treaty, statute, judicial decisions, executive order or agreement, and that give rise to legally enforceable remedies.

<u>Vegetated shallows</u>: Vegetated shallows are special aquatic sites under the 404(b)(1) Guidelines. They are areas that are permanently inundated and under normal circumstances have rooted aquatic vegetation, such as seagrasses in marine and estuarine systems and a variety of vascular rooted plants in freshwater systems.

<u>Waterbody</u>: For purposes of the NWPs, a waterbody is a "water of the United States." If a wetland is adjacent to a waterbody determined to be a water of the United States, that waterbody and any adjacent wetlands are considered together as a single aquatic unit (see 33 CFR 328.4(c)(2)).

### **2021 KENTUCKY REGIONAL GENERAL CONDITIONS**

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

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

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

NWP 3 (Maintenance)

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

NWP 5 (Scientific Measurement Devices)

NWP 6 (Survey Activities)

NWP 12 (Oil or Natural Gas Pipeline Activities)

NWP 13 (Bank Stabilization)

NWP 14 (Linear Transportation Projects)

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

NWP 16 (Return Water from Upland Contained Disposal Areas)

NWP 17 (Hydropower Projects)

- NWP 18 (Minor Discharges)
- NWP 19 (Minor Dredging)
- NWP 20 (Response Operations for Oil or Hazardous Substances)
- NWP 22 (Removal of Vessels)
- NWP 23 (Approved Categorical Exclusions)
- NWP 25 (Structural Discharges)

NWP 30 (Moist Soil Management for Wildlife)

NWP 32 (Completed Enforcement Actions)

NWP 33 (Temporary Construction, Access, and Dewatering)

NWP 36 (Boat Ramps)

NWP 41 (Reshaping Existing Drainage Ditches)

NWP 51 (Land-Based Renewable Energy Generation Facilities)

NWP 57 (Electric Utility Line and Telecommunications Activities)

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

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

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

- 3. Nationwide Permit No. 14 Linear Transportation Projects.
  - (a) New road alignments or realignments are limited to a permanent loss of 500 linear feet of intermittent or perennial stream length or the stream bed acreages listed in the table below at each crossing. Road crossings with permanent losses greater than 500 linear feet of intermittent or perennial stream or the stream bed acreages listed in the table below associated with new alignments or realignments will be evaluated as an individual permit (i.e., a Letter of Permission or Standard Permit).

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

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

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

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

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

Your email should include the following:

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

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

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

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

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

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

### Further information:

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

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

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

### **COORDINATING RESOURCE AGENCIES**

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

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

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

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

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



### **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)<br/>Principal Geotechnical Engineer<br/>Bacon Farmer Workman Engineering & Testing, Inc. (BFW)<br/>500 South 17th Street<br/>Paducah, Kentucky 42001
- **DATE:** January 19, 2023
- SUBJECT: Marshall County D1 079B00138N Item No. 1-10180 KY 2603 Bridge Over Soldier Creek Geotechnical Engineering Structure Foundation Report

### 1.0 Location and Description

The project is located on KY 2603 over Soldier Creek, approximately 1.17 miles north of the intersection of KY 58 and KY 2603 and approximately 5.45 miles southwest of Benton, Marshall County, Kentucky. The bridge is being replaced as part of the KYTC Bridge Program Project Delivery. The proposed bridge is a three-span structure constructed using PPC Box Beams with a length of 123'-1¼" (out to out), a bridge width of 25'-0½" on a 15° skew right. The bridge will be supported by piles with two integral end bents and 2 interior piers.

### 2.0 Site Geologic Conditions

The bridge is located within the Oak Level, KY Geologic and Topographic Quadrangle (GQ #744). Geologic mapping of the bridge location shows the geologic strata composed of water deposited alluvium which consists of silts, sand and gravel and underlain by the Porters Creek formation. The Porters Creek formation is a very stiff to dense soil stratum which typically consists of dense sands and clays. The Porters Creek formation encountered at the site mainly consisted of dense silty sands. The Natural Resources Conservation Service (NRCS) Soil map classifies the surface soils at the bridge location as Vicksburg Silt Loam.

### 3.0 Field Investigation

Subsurface drilling was conducted by Bacon Farmer Workman Engineering & Testing, Inc. (BFW) from December 15<sup>th</sup> and 16<sup>th</sup>, 2022. Two borings, B-1001 (Station 103+41.35, 17.39 LT) and B-1002 (Station 104+45.03, 18.93 RT) were advanced near each proposed Integral End Bents. The borings were advanced to depths of 81.5 feet (Elevation 307.06) and 71.5 feet (Elevation 308.08) for B-1001 and B-1002, respectively. Soil samples were collected during the drilling activities and were delivered to and analyzed by BFW's in-house soil laboratory.

### 4.0 Laboratory Testing

Alluvial and Porters Creek formation soils were encountered during drilling activities and consisted of layered and intermixed inorganic silty clayey sands with gravel, silty sands, poorly to well graded sands with gravel, and poorly to well graded sands with silt. Soil samples were collected during drilling activities and were taken to BFW's inhouse laboratory for classification.

Based on laboratory results, soils were classified as SM, SC-SM, SP, and SP-SM using the Unified Soil Classification System and A-1-b, A-2-4, and A-4 using the AASHTO Classification Method.

### 5.0 <u>Subsurface Conditions</u>

Soil samples collected at each location were similar between the two borings. Below surface organics, silty, clayey sands with gravels were encountered to a depth of 2.5 to 6 feet. Below the upper silty and clayey sands, the soils transitioned to a mixture of firm to dense silty sands to poorly graded sands with gravels and extended to depths of approximately 10 to 15 feet. Below this depth, the soils encountered were intermixed dark gray, silty sands and poor to well graded sands with silt which continued to boring termination depths of between 71.5 and 81.5 feet below ground surface. According to the USGS Geologic map, this soil stratum includes the Porters Creek formation. The soil consistencies of the silty sands and sands with silt remained dense to very dense throughout the remainder of the borings. No auger refusal was met in either boring.

Groundwater levels ranged from approximately 25 to 30 feet (Elev. 354 – 358) at 1 days after drilling.

### 6.0 ENGINEERING ANALYSIS AND RECOMMENDATIONS

- **6.1** <u>Embankments and Settlement</u> 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.
- **6.2** Integral End Bents 1 and 2 and Intermediate Pile Bents 1 and 2 The use of HP 14x89 are recommended as friction piles at both the Integral End Bent and Intermediate Pile Bent locations. According to the <u>KYTC Bridge Program Project Delivery Manual</u> the use of H-piles is preferred over pipe piles. Additionally, the use of pipe piles is not recommended due to the presence of very dense silty sands and the Porters Creek formation that would cause driving problems. LRFD Factored Pile Capacities are shown on the pile capacity tables included in the attachments to this report. Capacities may be linearly interpolated between the five-foot intervals presented in the tables. If base of pile cap varies from the elevation used for the capacity tables base of pile



cap by more than 5 feet, contact BFW Engineering for re-evaluation of the capacities. **H-piles** used as friction piles should not include pile points as this will result in loss of side friction as the piles are being driven.

Piles should be installed with a center-to-center spacing of three (3) times the pile diameter or greater in order to optimize group resistance and minimize installation problems. If spacing less than three diameters are needed, please contact BFW Engineering for capacity reduction factors.

Please note that the Total Factored Geotechnical Axial Resistance from the charts may not exceed the Maximum Nominal Geotechnical Axial Capacity of the pile. We recommend using a resistance factor ( $\Phi_c$ ) of 0.6 to determine the Maximum Nominal Geotechnical Axial Capacity of the pile, which results in a maximum of 783 kips for 14x89 piles.

**6.3** <u>Scour</u> – BFW conducted grain size analysis on samples collected during drilling activities. Grain size information was provided to WSP so that scour depths could be evaluated. The results of the scour analysis is presented in Table 1 below.

Local abutment scour is to be resisted by appropriate slope protection. According to KYTC Drainage Manual - DR 804-11, abutment scour can be mitigated by the use of countermeasures (Cyclopean Stone Rip Rap) for slope protection. End Bent deep foundation designs should be checked with no lateral support in the worst-case contraction scour conditions. Pile foundations at the piers must be designed for local and contraction scour conditions.

**T** . . .

<b></b>	Tabl	e 1									
Scour Analysis Summary											
Substructure	Total (ft)	Local (ft)	Contraction (ft)								
End Bent 1	24.27	13.77	10.5								
Pier 1 & 2	13.76	3.26	10.5								
End Bent 2	24.27	13.77	10.5								

To design for the above scour estimates, the piles can either be designed to withstand the potential unsupported length, the pile cap can be set down to that depth to avoid any unsupported length, or a combination of these measures can be employed. The pile capacity tables provided at the end of this report have already considered the effects of scour on the pile bearing capacities.

- **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** <u>Wave Equation Analysis</u> Drivability analyses were performed for the piles at this locations assuming 14x89, 50-ksi steel H-piles. These analyses indicated that a sufficient range of



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single acting diesel hammers are available to install the piles to the required depth without excessive blow counts or overstressing the piles. Drivability studies were performed assuming continuous driving. If interruptions in driving individual piles should occur, difficulties in continuing the installation process will likely occur due to pile "set-up" characteristics.

- 6.6 <u>Verification of Piles Capacities</u> Based on the <u>KYTC Bridge Program Project Delivery</u> <u>Manual</u> the construction control of friction piles will use the FHWA Modified Gates Formula. Therefore, it is recommended that field verification of pile capacity should be performed using the FHWA Modified Gates Formula instead of the formulas provided in the Standard Specifications. The field verification values for End of Driving (EOD) using the Modified Gates Formula are provided under the Static Analysis Method columns of the LRFD Pile Capacity Tables for friction piles located in the attachments to this report.
- 6.7 <u>Seismic Site Class Definition</u> The seismic design procedures outlined in the current AASHTO LRFD Bridge Design Specification indicates that structural design loads are to be based on site class definitions developed from the subsurface condition encountered. Based on the results of the exploration and geology of the area, a site class of D, as per Table 3.10.3.1.1 Site Class Definitions, should be used for design purposes.
- **6.8** <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. 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.
- **6.9** <u>Lateral Loads</u> Perform lateral load analysis using the geotechnical parameters provided in the attached Idealized Soil Profiles. These parameters may be used to perform analysis using LPILE or other similar software. Some of the parameters may not be required to input depending on the version of software used.

### 7.0 Plan Notes

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

- **7.1** HAMMER CRITERIA: Single acting diesel hammers with rated energies of 80 kip-ft to 90 kips-ft is recommended for HP 14 x 89 to adequately drive the piles at End Bents without encountering excessive blow counts or overstressing 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.
- **7.2** Embankments at the bridge end bent locations shall be constructed in accordance with Special Provision 69 Embankment at Bridge End Bent Structures.
- **7.3** 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.



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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.

- **7.4** Cofferdams and/or dewatering methods may be required to facilitate foundation construction.
- **7.5** Temporary shoring or sheeting may be required to facilitate construction.
- **7.6** Field verification of pile capacity shall be performed using the FHWA Modified Gates Formula instead of the formulas provided in the Standard Specifications for Road and Bridge Construction.

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

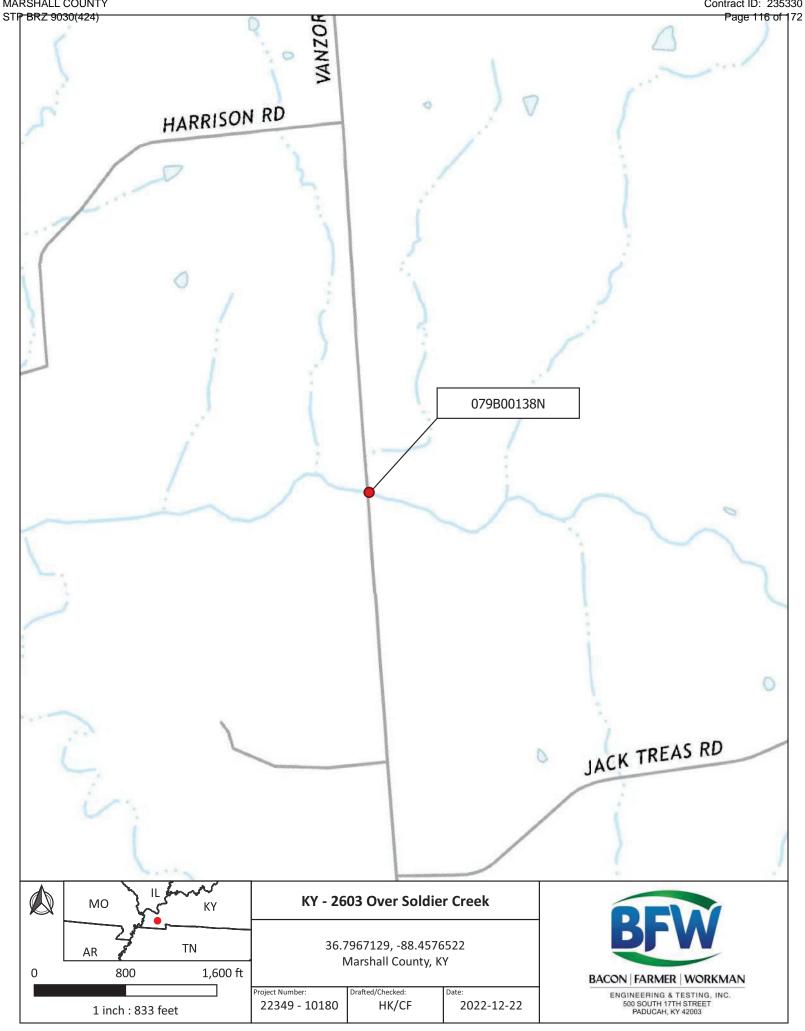
### Attachments:

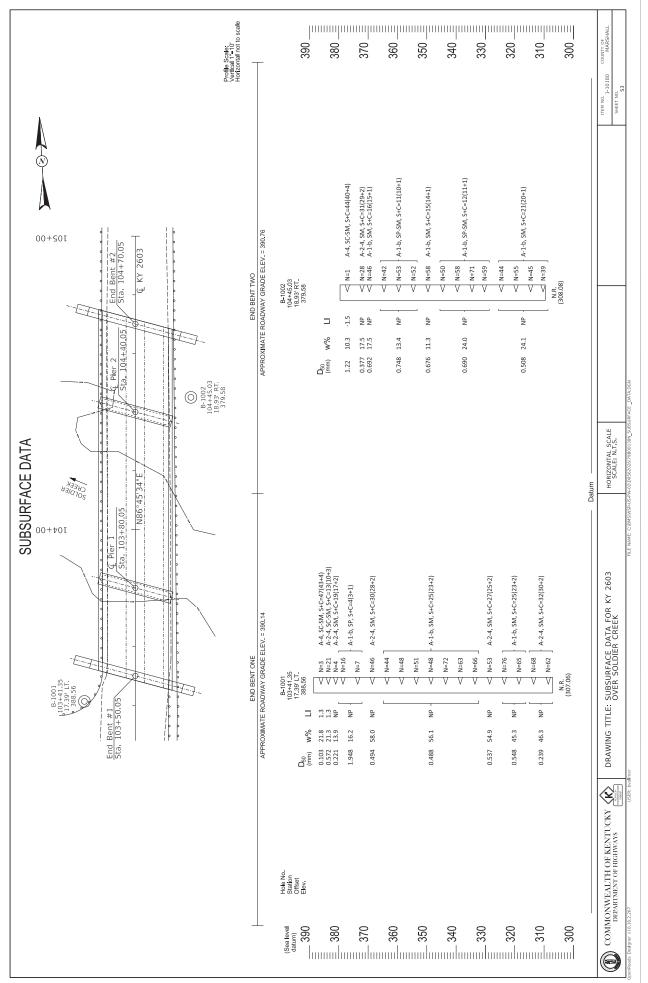
- Project Location Map
- Bridge Layout Sheet with Boring Locations
- Subsurface Data Sheet
- Pile Capacity Tables
- Idealized Soil Profile Sheets for Lateral Pile Analysis
- Coordinate Data Sheet



MARSHALL COUNTY

Contract ID: 235330





### **Idealized Soil Profile**

### **Marshall County**

Item No: 1-10180 Bridge ID: 079B00138N

KY-2603 Over Soldier Creek

### (Integral End Bent 1)

Elevatior	n (approx.	) Strata	Parameters for Lateral Load Analysis (L-Pile)
388 ft			
		Sand	Unit Weight (pcf): 110.0
		Soft/Loose – Clayey, Silty, Sand	Friction Angle (deg): 28 Soil Modulus (static), k (pci): 25
380 ft -			
		Sand	Unit Weight (pcf): 115.0
		(Firm Sands)	Friction Angle (deg): 29.5
376 ft -			Soil Modulus (static), k (pci): 90
57011 -		Sand	Unit Weight (pcf): 115.0
		(Firm Sands)	Friction Angle (deg): 29.0
370 ft –			Soil Modulus (static), k (pci): 90
0,0,0		Sand	Effective Unit Weight (pcf): 55.6
V	Vater Elev. 358 (approx.)	(Dense Sands)	Friction Angle (deg): 34
2 4 F ft	(approx.)		Soil Modulus (static), submerged, k (pci): 125
345 ft –		Sand	Effective Unit Weight (pcf): 49.6
		(Dense Sands)	Friction Angle (deg): 34.5
330 ft –			Soil Modulus (static), submerged, k (pci): 125
		Court.	Effective Unit Weight (pcf): 55.6
		Sand (Dense Sands)	Friction Angle (deg): 35
		(20.00000.00)	Soil Modulus (static), k (pci): 125
307 ft	ermination of	f Boring (81.5')	
		- · · ·	

Elevations are approximate



### **Idealized Soil Profile**

### **Marshall County**

Item No: 1-10180 Bridge ID: 079B00138N

KY-2603 Over Soldier Creek

### (Integral End Bent 2)

Elevatio	n (approx	.) Strata	Parameters for Lateral Load Analysis (L-Pile)
379 ft		Sand Soft/Loose – Clayey, Silty, Sand	Unit Weight (pcf): 110.0 Friction Angle (deg): 28 Soil Modulus (static), k (pci): 25
376 ft		Sand (Very Firm Sands)	Unit Weight (pcf): 115.0 Friction Angle (deg): 30 Soil Modulus (static), k (pci): 220
371 ft -		Sand (Dense Sands)	Unit Weight (pcf): 118 Friction Angle (deg): 32 Soil Modulus (static), k (pci): 225
	Water Elev. 354 (approx.)	Sand (Dense Sands)	Effective Unit Weight (pcf): 55.6 Friction Angle (deg): 33 Soil Modulus (static), submerged, k (pci): 125
346 ft - 326 ft -		Sand (Dense Sands)	Effective Unit Weight (pcf): 49.6 Friction Angle (deg): 33 Soil Modulus (static), submerged, k (pci): 125
		Sand (Dense Sands)	Effective Unit Weight (pcf): 55.6 Friction Angle (deg): 34 Soil Modulus (static), submerged, k (pci): 125
308 ft -	Termination o	f Boring (71.5')	

Elevations are approximate



### **Idealized Soil Profile**

### **Marshall County**

Item No: 1-10180 Bridge ID: 079B00138N

**KY-2603 Over Soldier Creek** 

### (Piers 1 & 2)

Elevatio	on (approx	.) Strata	Parameters for Lateral Load Analysis (L-Pile)
379 ft		Sand Soft/Loose – Clayey, Silty, Sand	Unit Weight (pcf): 110.0 Friction Angle (deg): 28
374 ft		Sand (Firm Sands)	Soil Modulus (static), k (pci): 25 Unit Weight (pcf): 115.0 Friction Angle (deg): 30
371 ft		Sand (Firm Sands)	Soil Modulus (static), k (pci): 220 Unit Weight (pcf): 115.0 Friction Angle (deg): 32
367 ft	Water Elev. 358 (approx.)	Sand (Dense Sands)	Soil Modulus (static), k (pci): 220 Effective Unit Weight (pcf): 55.6 Friction Angle (deg): 33 Soil Modulus (static), k (pci): 125
346 ft - 325 ft -		Sand (Dense Sands)	Effective Unit Weight (pcf): 49.6 Friction Angle (deg): 34 Soil Modulus (static), k (pci): 80
		Sand (Dense Sands)	Effective Unit Weight (pcf): 55.6 Friction Angle (deg): 34 Soil Modulus (static), k (pci): 125
307.5 ft-		f Boring (71.5')	

Elevations are approximate



(For Friction Piles)	d Bent 1
LRFD Pile Capacities	Integral End

KY - 2603 Over Soldier Creek Creek Marshall 1-10180Location: Item #: County:

Base of Pile Cap Assumed to be at

approximate elevation\*: 383.8 ft Finished Grade Elevation: 390.1 ft

388.6 ft An	(BOR)	Beginning of		Kestrike Nomi	Resistance	Kips Ton	0.0 0.0	37.0 18	57.4 29	81.1 41	107.9 54	137.9 69	
	388.6 ft R <sub>n</sub> $\phi$ R <sub>n</sub> for design: Field Verification $\phi$ R <sub>n</sub> for design:				Yex			0		10	8		
		(EOD)	End of Driving		Nominal	Resistance	Kips Tons	0.0 0.0	33.3 16	50.3 25	70.0 35	92.4 46	117.4 58
388.6 ft Field Verification φR <sub>n</sub> for design: Field Verification μR <sub>n</sub> for design: Field Verification V		ш	e	ы	_		0	ŝ	50	2	62	11	
	r design	Total Factored	Geotechnical	Axial Resistance	c Testir	Method	Tons	0	∞	15	23	31	41
	φR <sub>n</sub> foι	Total F	Geote	Axial Re	Dynamic Testing	Me	Kips	0	18	31	46	64	83
	rification	Values:	FHWA Modified	Gates Formula	Calculated	Resistance	Tons	0	15	26	40	55	72
	Field Ve	Val	FHWA N	Gates F	Calcu	Resis	Kips	0	31	54	80	111	144
· · · · · · · · · · · · ·	388.6 ft R <sub>n</sub> 6R <sub>n</sub> for design: Field Verification $\phi$ R <sub>n</sub> for design:	ictored	hnical	sistance	nalysis	(pou	Tons	0	9	11	16	22	29
		Total Factored	Geotechnical	Axial Resistance	(Static Analysis	Method)	Kips	0	12	22	32	44	58
	c	Fotal Nominal	hnical		ial	Resistance **	Tons	0	13	23	35	49	64
	R	Total N	Contochoical	מבחובר	Axial	Resista	Kips	0	27	48	71	98	128
				inal	earing		Tons	0	1	1	1	1	1
				Nominal	End Bearing		Kips	0	4	4	4	4	4
	ft			al Side	ance		Tons	0	11	22	33	47	62
	388.6			Nominal Side	Resistance		Kips	0	24	44	68	95	125
	388.6 ft Rn pRn for design: Field Verification pRn for design: Field Verification V				Soil Type			cohesionless	cohesionless	cohesionless	cohesionless	cohesionless	cohesionless
5				Approximate	Elevation	(ft)		384	364	359	354	349	344
				-	Below (#)	h (III)		0	50	25	30	35	ot

φR<sub>n</sub> for design: **Total Factored** 

Uplift

**Dynamic Testing Method** 

Static Analysis Method

Date:1/16/2023Pile Size:HP 14X 89 Steel Piles (Friction)

Geotechnical	Uplift Resistance	(Static Analysis	Method)	Tons	0	4	∞	12	17	22	28	35	43	51	59	69	80	92		
Geote	Uplift R	(Static	Me	Kips	0	∞	15	24	33	44	56	70	85	101	118	138	160	183		
ing of	10001000	Nominal	ance	Tons	0	18	29	41	54	69	89	109	131	152	180	209	240	273		
Beginning of	0.011-0400	Kestrike Nomina	Resistance	Kips	0.0	37.0	57.4	81.1	107.9	137.9	178.3	218.0	261.1	303.1	359.9	418.0	479.9	545.6		
End of Driving		Nominal	Resistance	Tons	0	16	25	35	46	58	75	92	110	127	151	176	201	229		
End of	N C	LION	Resist	Kips	0.0	33.3	50.3	70.0	92.4	117.4	151.9	185.0	221.0	255.5	304.0	352.4	404.0	458.7		
Geotechnical	Axial Resistance	Dynamic Testing	Method	Tons	0	8	15	23	31	41	54	67	81	95	113	132	152	174		
Geote	Axial Re	Dynamic	Met	Kips	0	18	31	46	64	83	110	135	164	191	228	265	306	348		
FHWA Modified	Gates Formula	Calculated	Resistance	Tons	0	15	26	40	55	72	94	117	141	165	197	229	264	301		
FHWA N	Gates F	Calcı	Resis	Kips	0	31	54	80	111	144	190	234	283	330	394	459	529	603		
Geotechnical	Axial Resistance	(Static Analysis	Method)	Tons	0	9	11	16	22	29	38	47	57	99	79	92	106	121		
Geote	Axial Re	(Static ,	Met	Kips	0	12	22	32	44	58	76	94	113	132	158	184	212	241		
hnical		Axial	Resistance **	Tons	0	13	23	35	49	64	84	104	125	146	175	204	235	267		
Genterhniral		Ax	Resista	Kips	0	27	48	71	98	128	169	208	252	294	350	408	470	536		
	linal	End Bearing		Tons	0	1	1	1	1	1	4	4	4	2	9	9	9	9		
	Nominal	End B		Kips	0	4	4	4	4	4	6	6	6	9	13	13	13	13		
	Nominal Side	Resistance		Tons	0	11	22	33	47	62	79	66	121	143	168	197	228	261		
	Nomin	Resis		Kips	0	24	44	68	95	125	160	199	242	288	337	395	457	523		
		Soil Type			cohesionless															
	Approximate	Elevation	(ft)		384	364	359	354	349	344	339	238	329	324	319	314	309	304		
		Depth Below			0	20	25	30	35	40	45	50	55	60	65	70	75	80		

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Factors:	All Capacit	II Capacities are for a Single Pile	ngle Pile
	Static	Gates	Dynamic
	Analysis	Analysis	Analysis
Axial Capacity	Method	Method	Method
Skin Friction and End Bearing in Clays, a-Method (Tomlinson/Skempton)	0.35	0.40	0.65
Skin Friction and End Bearing in Sands, Nordlund/Thurman Method	0.45	0.40	0.65

Choose the total factored geotechnical axial resistance that equals or exceeds the total factored loads at the strength limit state (gMn = 2n<sub>1</sub>/Q<sub>1</sub>) and use the corresponding depth below pile cap plus the required pile embedment into pile cap to estimate pile the elevations and the lengths of pile required. The geotechnical report may recommend highest allowable pile the levations and the lengths of pile required. The geotechnical report may recommend highest allowable pile the levations and the lengths of pile required and resistance is chosen from the Static assimic, and other loading conditions, if the total factored geotechnical axial resistance is chosen from the Static total factored geotecnical and in resistance is chosen from the Vinamic Testing Method column, then field verification by dynamic testing methods is required.

How to use this table:

Note: Reported nominal capacities have been adjusted. They are reducted to account or the effects of scour and side friction accomulated through embankment layers has been neglected

0

Side Friction Through Embankment Layers (kips):

### Uplift Resistance

Clays, a-Method (Tomlinson/Skempton)	0.25	
Nordlund Method	0.35	

# **Driving Resistance Reductions**

0.25 0.5 **Cohesionless Soils** Cohesive Soils

\*If base of pile cap varies from plan elevation by more than five feet contact the geotechnical engineer for re-evaluation of capacities

\*\* Value calculated using static method

# LRFD Pile Capacities (For Friction Piles)

KY - 2603 Over Soldier Creek Creek Marshall 1-10180Location: Item #: County:

Base of Pile Cap Assumed to be at

approximate elevation\*: 384.4 ft

	Date:	Pile Size:	
Integral End Bent 2			
Integral I			

1/16/2023 HP 14X 89 Steel Piles (Friction)

	sign:	bred	ical	ance	lysis	(	Tons	0	5	6	13	18		23	23 29	23 29 36	23 29 36 44	23 29 36 53	23 29 44 62 62	23 29 44 53 62	23 29 44 62 82 82	23 29 44 62 82 82	23 29 44 62 82 82	23 29 44 62 82 82
Uplift	φR <sub>n</sub> for design	Total Factored	Geotechnical	Uplift Resistance	(Static Analysis	Method)	Kips 1	0	10	17	25	35		45	45 58	45 58 72	45 58 72 87	45 58 72 106	45 58 72 106 124	45 58 72 87 106 124	45 58 72 87 106 124 143 163	45 58 72 87 106 124 143	45 58 72 106 143 163	45 58 72 106 1124 143 163
	es	IR)	ing of		Nominal	ance	Tons	0	20	30	42	56		71	71 90	71 90 110	71 90 110 132	71 90 110 132 163	71 90 110 132 163 188	71 90 110 132 163 188 215	71 90 110 132 163 163 215 215 215	71 90 110 132 163 163 215 215 244	71 90 110 132 163 215 215 215	71 90 110 132 163 215 244
hod	Field Verification Values	(BOR)	Beginning of	-	Kestrike Nomina	Resistance	Kips	0.0	40.1	60.9	84.9	112.1		142.5	142.5 180.1	142.5 180.1 219.9	142.5 180.1 219.9 263.1	142.5 180.1 219.9 263.1 325.2	142.5 180.1 219.9 263.1 325.2 375.7	142.5 180.1 219.9 263.1 325.2 375.7 429.7	142.5 180.1 219.9 263.1 325.2 375.7 429.7 487.1	142.5 180.1 219.9 263.1 325.2 375.7 429.7 487.1	142.5 180.1 219.9 263.1 325.2 375.7 429.7 487.1	142.5 180.1 219.9 263.1 325.2 375.7 429.7 487.1
ting Met	Id Verific	(EOD)	End of Driving		Innal	Resistance	Tons	0	18	26	36	48	0	60	60 76	60 76 93	60 76 93 111	60 76 93 111 137	60 76 93 111 137 158	60 76 93 111 137 158 158	60 76 1111 137 158 181 205	60 76 111 137 158 181 205	60 76 111 137 158 181 205	60 76 111 137 158 181 205
Dynamic Testing Method	Fie	(EC	End of	-	Nominal	Resist	Kips	0.0	36.6	53.9	73.9	96.5	171 8	0.171	153.6	153.6 186.8	153.6 153.6 186.8 222.7	153.6 153.6 186.8 222.7 275.7	153.6 153.6 186.8 222.7 275.7 317.8	153.6 153.6 186.8 222.7 275.7 317.8 317.8 362.8	153.6 153.6 186.8 222.7 275.7 317.8 362.8 362.8 410.6	153.6 153.6 222.7 275.7 317.8 362.8 362.8 410.6	153.6 153.6 222.7 275.7 317.8 362.8 362.8 410.6	153.6 153.6 275.7 317.8 362.8 410.6
Dyi	фR <sub>n</sub> for design:	Total Factored	Geotechnical	Axial Resistance	Dynamic Testing	Method	Tons	0	10	16	24	33	12	r t	55	55 68	55 68 82	43 55 68 82 102	43 55 68 82 102 119	43 55 68 82 102 119 136	43 55 68 82 102 119 136 155	55 68 82 110 113 1136 1136	55 68 82 1102 1136 1155	55 58 82 110 119 136
		Total F.	Geote	Axial Re	Dynami	Mei	Kips	0	20	34	49	67	87	į	111	111 137	111 137 165	111 137 165 206	111 137 165 206 238	111 137 165 206 238 274	111 137 165 206 238 274 311	111 137 165 206 238 238 274 311	111 137 165 206 238 274 311	111 137 165 206 238 238 238 311
po	Field Verification	Values:	FHWA Modified	Gates Formula	Calculated	Resistance	Tons	0	17	29	42	58	75		96	96 118	96 118 143	96 118 143 177	96 118 143 177 206	96 118 143 177 206 236	96 118 143 177 206 236 236	96 118 143 177 206 236 236	96 1118 177 206 236 236	96 118 143 177 206 236 269
sis Meth	Field Vei	Val	FHWA N	Gates F	Calcu	Resis	Kips	0	35	59	86	116	150		193	193 237	193 237 286	193 237 286 356	193 237 286 356 413	193 237 286 356 413 473	193 237 286 356 413 473 538	193 237 236 356 413 473 538 538	193 237 286 356 413 473 538 538	193 237 236 356 413 473 538 538
Static Analysis Method	фR <sub>n</sub> for design:	Total Factored	Geotechnical	Axial Resistance	(Static Analysis	Method)	Tons	0	7	12	17	23	30		39	39 48	39 48 57	39 48 57 71	39 48 57 71 83	39 48 71 83 95	39 57 71 83 95 108	39 48 71 83 95 95	39 57 71 83 95 108	39 57 71 83 95 108
St	φR <sub>n</sub> for	Total F.	Geote	Axial Re	(Static ,	Met	Kips	0	14	23	34	46	60	ſ	1	95	// 95 114	// 95 114 142	// 95 114 142 165	// 95 114 142 165 189	// 95 114 142 165 189 215	// 95 114 142 165 189 215	// 95 114 142 165 189 215	// 95 114 142 165 189 215
_	R,	Total Nominal	chaical	مومرور الالرما	Axial	Resistance **	Tons	0	15	26	38	51	66	ц о	2	105	03 105 127	05 105 127 158	00 105 127 158 183	03 105 127 158 183 210	00 105 127 158 183 210 239	105 127 158 183 210 239	105 1127 1158 1183 210 239	105 1127 1138 1183 210 239
		Total <b>N</b>		deole	A	Resist	Kips	0	31	52	76	103	134	171		211	211 254	211 254 316	211 254 316 367	211 254 316 367 421	211 254 316 367 421 478	211 254 316 367 421 478	211 254 316 367 421 478	211 254 316 367 421 478
				Nominal	End Bearing		Tons	0	1	1	1	1	1	2		2	5 2	0 7 7	9 9 9	0 0 0 7 7	0 0 0	000070	000070	00000
				No	End E		Kips	0	4	4	4	4	4	9		9	99	6 6 13	6 13 13	6 6 13 13	6 6 13 13 13	6 13 13 13	6 13 13 13	6 6 13 13 13
£	Ŧ	I		Nominal Side	Resistance		Tons	0	13	24	36	49	64	82		102	102 124	102 124 151	102 124 151 176	102 124 151 176 203	102 124 151 176 203 232	102 124 151 176 203 232	102 124 151 176 203 232	102 124 151 176 203 232
390.8	379.6			Nomi	Resi		Kips	0	28	48	72	100	130	165		205	205 248	205 248 303	205 248 303 354	205 248 303 354 408	205 248 303 354 408 465	205 248 303 354 408 465	205 248 303 354 408 465	205 248 303 354 408 465
Finished Grade Elevation:	lline Elevation:				Soil Type			cohesionless		cohesionless	cohesionless cohesionless	cohesionless cohesionless cohesionless	cohesionless cohesionless cohesionless cohesionless	cohesionless cohesionless cohesionless cohesionless cohesionless	cohesionless cohesionless cohesionless cohesionless cohesionless cohesionless	cohesionless cohesionless cohesionless cohesionless cohesionless cohesionless	cohesionless cohesionless cohesionless cohesionless cohesionless	cohesionless cohesionless cohesionless cohesionless cohesionless cohesionless						
Finished G	Original Groundline Elevation:			Approximate		(ft)		384	364	359	354	349	344	339		238	238 329	238 329 324	238 329 324 319	238 329 324 319	238 329 324 319 314 309	238 329 324 319 314 309	238 329 319 314 309	238 329 319 314 309
					Depth Below	Plie cap (III)		0	20	25	30	35	40	45		50	50 55	50 55 60	50 55 60 65	50 55 60 65 70	50 55 60 65 70 75	50 55 60 70 75	50 55 60 73 73	50 55 60 70 75

Factors:

	Static	Gates	Dynamic
	Analysis	Analysis	Analysis
Axial Capacity	Method	Method	Method
Skin Friction and End Bearing in Clays, a-Method (Tomlinson/Skempton)	0.35	0.40	0.65
Skin Friction and End Bearing in Sands, Nordlund/Thurman Method	0.45	0.40	0.65

Choose the total factored geotechnical axial resistance that equals or exceeds the total factored loads at the strength limit state (ghor > 2n<sub>1</sub>/Q<sub>1</sub>) and use the corresponding depth below pile cap plus the required pile embedment into pile cap to estimate pile the levations and the lengths of pile required. The geotechnical report may recommend highest allowable pile it pelevations and the period may be needed to address scour, lateral loads, seismic, and other loading conditions, if the total factored geotechnical axial resistance is chosen from the Static total factored geotecnical axial resistance is chosen from the Static total factored geotecnical axial resistance is chosen from the Static by dynamic testing methods is required.

How to use this table:

All Capacities are for a Single Pile

Note: Reported nominal capacities have been adjusted. They are reducted to account or the effects of scour and side friction accomulated through embankment layers has been neglected

0 

Side Friction Through Embankment Layers (kips):

### Uplift Resistance

0.25	0.35	
Clays, a-Method (Tomlinson/Skempton)	ds, Nordlund Method	

# **Driving Resistance Reductions**

0.25 0.5 **Cohesionless Soils** Cohesive Soils

\*If base of pile cap varies from plan elevation by more than five feet contact the geotechnical engineer for re-evaluation of capacities

\*\* Value calculated using static method

### LRFD Pile Capacities (For Friction Piles) Pier 1 & 2

KY - 2603 Over Soldier Creek Creek Marshall 10180 Location: Item #: County:

Base of Pile Cap Assumed to be at

approximate elevation\*: 379.0 ft inished Grade Flevation: 390.3 ft Finished Grade Flevation φR<sub>n</sub> for design: **Total Factored** 

(BOR) fication Values

Uplift

Date:1/19/2023Pile Size:HP 14X 89 Steel Piles (Friction)

thod	cation		Be		Resu	R	Kip	0.0	27.	42.	59.	79.	
<b>Dynamic Testing Method</b>	Field Verification	(EOD)	End of Driving		INUTINAL	Resistance	Tons	0	12	18	25	34	
namic Te	Fie	(E	End of	No.		Resis	Kips	0.0	24.3	36.9	51.2	68.1	0
Dy	design:	Total Factored	Geotechnical	Axial Resistance	Dynamic Testing	Method	Tons	0	7	12	17	24	
	φR <sub>n</sub> for design:	Total Fa	Geote	Axial Re	Dynamic	Met	Kips	0	15	24	35	49	;
bd	Field Verification	Values:	FHWA Modified	Gates Formula	Calculated	Resistance	Tons	0	12	21	30	42	
Static Analysis Method	Field Ve	Val	FHWA N	Gates F	Calcu	Resis	Kips	0	25	42	61	84	
atic Analy	фR <sub>n</sub> for design:	Total Factored	Geotechnical	Axial Resistance	(Static Analysis	(pou	Tons	0	ß	6	12	17	
St	φR <sub>n</sub> for	Total Fa	Geoteo	Axial Re	(Static /	Method)	Kips	0	10	17	24	34	
	- 4	Total Nominal	hnical		Axial	Resistance **	Tons	0	11	18	27	37	
	"B	Total N	Geotechnical		Ax	Resista	Kips	0	22	37	54	75	000
				Nominal	End Bearing		Tons	0	2	2	2	2	
				Nom	End B		Kips	0	S	9	9	9	
ft	Ŧ			Nominal Side	Resistance		Tons	0	∞	15	24	34	
390.3 ft	379.6 ft			Nomina	Resis		Kips	0	17	31	48	69	00
Elevation:	Elevation:				Soil Type			cohesionless	cohesionless	cohesionless	cohesionless	cohesionless	-
Grade	undline			-				CO	CO	CO	CO CO	Ċ	
Finished Grade	Original Groundline			Approximate	Elevation	(ft)		379	359	354	349	344	000
					n below	ap (IL)		0	20	25	30	35	

		chnical	sistance	Analysis	(poq)	Tons	0	ŝ	9	6	12	16	21	27	33	40	47	55			
		Geoteo	Uplift Re	(Static /	Met	Kips	0	9	11	17	24	32	42	53	99	79	94	110			
		iing of		Nominai	ance	Tons	0	14	21	30	40	52	67	83	101	123	144	167			
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Approximate ElevationNominal Side ResistanceNominal End Bearing (ft)(ft)Soil TypeResistanceEnd Bearing Resistance(ft)XipsTonsKipsTons379cohesionless17852354cohesionless17852349cohesionless17852334cohesionless17852334cohesionless17852334cohesionless1205994334cohesionless1205994334cohesionless1205994334cohesionless1205994334cohesionless1205994339cohesionless134136339cohesionless227113136314cohesionless269134136314cohesionless215157136309cohesionless315157136309cohesionless315157136		Geote	Axial Re	(Static /	Met	Kips	0	10	17	24	34	44	58	73	89	108	127	148			
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Approximate Elevation (ft) 379 354 354 354 354 354 354 339 334 354 339 319 319 319 319 319			Nomin	Resis		Kips	0	17	31	48	69	92	120	152	188	227	269	315			
				Soil Type			cohesionless														
Depth Below Pile Cap (ft) 0 25 30 35 40 40 40 55 55 60 65 65 70			Approximate	Elevation	(ft)		379	359	354	349	344	339	334	238	324	319	314	309			
				Depth Below			0	20	25	30	35	40	45	50	55	60	65	70			

Factors:

Factors:	All Capacit	II Capacities are for a Single Pile	ngle Pile
	Static	Gates	Dynamic
	Analysis	Analysis	Analysis
Axial Capacity	Method	Method	Method
Skin Friction and End Bearing in Clays, a-Method (Tomlinson/Skempton)	0.35	0.40	0.65
Skin Friction and End Bearing in Sands, Nordlund/Thurman Method	0.45	0.40	0.65

Choose the total factored geotechnical axial resistance that equals or exceeds the total factored loads at the strength limit state (ghor > 2n<sub>1</sub>/Q<sub>1</sub>) and use the corresponding depth below pile cap plus the required pile embedment into pile cap to estimate pile the levations and the lengths of pile required. The geotechnical report may recommend highest allowable pile it pelevations and the period may be needed to address scour, lateral loads, seismic, and other loading conditions, if the total factored geotechnical axial resistance is chosen from the Static total factored geotecnical axial resistance is chosen from the Static total factored geotecnical axial resistance is chosen from the Static by dynamic testing methods is required.

How to use this table:

### Uplift Resistance

0.25	0.35	
Clays, a-Method (Tomlinson/Skempton)	Sands, Nordlund Method	

# **Driving Resistance Reductions**

0.25 0.5 Cohesionless Soils Cohesive Soils

"If base of pile cap varies from plan elevation by more than five feet contact the geotechnical engineer for re-evaluation of capacities

\*\* Value calculated using static method

Note: Reported nominal capacities have been adjusted. They are reducted to account or the effects of scour and side friction accomulated through embankment layers has been neglected 0 Side Friction Through Embankment Layers (kips):

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

County	Marshall		Date	1/19/2023
Road Number	KY 2603	Notes:		
Survey Crew / Consultant	BFW			
Contact Person	Chris Farmer			
Item #	01-10180			
Mars#				
Project #				
	(circle one)			

**Elevation Datum** 

### NAVD88 Assumed

HOLE NUMBER	LATITUDE (Decimal Degrees)	LONGITUDE (Decimal Degrees)	HOLE NUMBER	STATION	OFFSET	ELEVATION (FT)
3 - SPAN BF	RIDGE - KY 121 OVER SOLDIER	CREEK				
1001	36.7965673°N	88.4577080°W	1001	103+41.35	17.39' LT	388.56
1002	36.7968492°N	88.4575743°W	1002	104+45.03	18.93' RT	379.58

### 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: <a href="http://transportation.ky.gov/Construction/Pages/Kentucky-Standard-Specifications.aspx">http://transportation.ky.gov/Construction/Pages/Kentucky-Standard-Specifications.aspx</a>

### 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.)
  - c) Non-volatile memory or suitable memory with battery backup for storing pre-programmed messages.
  - d) Logic circuitry to control the sequence of messages and flash rate.
- 4) Provide a serial interface that is capable of supporting complete remote control ability through land line and cellular telephone operation. Include communication software capable of immediately updating the message, providing complete sign status, and allowing message library queries and updates.
- 5) Allow a single person easily to raise the sign to a satisfactory height above the pavement during use, and lower the sign during travel.
- 6) Be Highway Orange on all exterior surfaces of the trailer, supports, and controller cabinet.
- 7) Provide operation in ambient temperatures from -30 to + 120 degrees Fahrenheit during snow, rain and other inclement weather.
- 8) Provide the driver board as part of a module. All modules are interchangeable, and have plug and socket arrangements for disconnection and reconnection. Printed circuit boards associated with driver boards have a conformable coating to protect against moisture.
- 9) Provide a sign case sealed against rain, snow, dust, insects, etc. The lens is UV stabilized clear plastic (polycarbonate, acrylic, or other approved material) angled to prevent glare.
- 10) Provide a flat black UV protected coating on the sign hardware, character PCB, and appropriate lens areas.
- 11) Provide a photocell control to provide automatic dimming.

- 12) Allow an on-off flashing sequence at an adjustable rate.
- 13) Provide a sight to aim the message.
- 14) Provide a LED display color of approximately 590 nm amber.
- 15) Provide a controller that is password protected.
- 16) Provide a security device that prevents unauthorized individuals from accessing the controller.
- 17) Provide the following 3-line messages preprogrammed and available for use when the sign unit begins operation:

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

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

- 2.3 Power.
- 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 Item02671Portable Changeable Message Sign

Effective June 15, 2012

Pay Unit

Each

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### SPECIAL PROVISION FOR EMBANKMENT AT BRIDGE END BENT STRUCTURES

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

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

### 2.0 MATERIALS.

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

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

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

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

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

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

excavation stability, at no expense to the Department.

### 2.4 Structure Granular Backfill. Conform to Subsection 805.11

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

### 3.0 CONSTRUCTION.

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

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

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

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

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

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

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

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

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

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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

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consider it incidental to the work.

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

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

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

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

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

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

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

Code	Pay Item	Pay Unit
02223	Granular Embankment	Cubic Yards
02231	Structure Granular Backfill	Cubic Yards

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

September 16, 2016

### PART III

### EMPLOYMENT, WAGE AND RECORD REQUIREMENTS

### FHWA-1273 - Revised October 23, 2023

### REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

### ATTACHMENTS

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

### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid 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.

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

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

### 10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

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

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or

(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

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

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

(1) The number and work hours of minority and 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 nonminority 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 <u>29 CFR part 1</u>, 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 <u>DBAconformance@dol.gov</u>. 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 <u>DBAconformance@dol.gov</u>, 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 <u>40 U.S.C.</u> <u>3141(2)(B)</u> 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 <u>40 U.S.C.</u> <u>3141(2)(B)</u> 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 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 Actscovered 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 <u>29 CFR part 3</u>; 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 <u>18 U.S.C. 1001</u> and <u>31</u> <u>U.S.C. 3729</u>.

(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 <u>29 CFR part 30</u>.

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 subcontract 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  $\underline{40}$  U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of  $\frac{40 \text{ U.S.C. } 3144(b)}{40 \text{ U.S.C. } 3144(b)}$  or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure,  $\underline{18}$   $\underline{U.S.C.\,1001}.$ 

**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  $\frac{29 \text{ CFR part 1}}{29 \text{ CFR part 1}}$  or  $\frac{3}{2}$ ;

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 <u>29 CFR part 1</u> or <u>3</u>;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or  $\underline{29 \ CFR \ part 1}$  or  $\underline{3}$ ; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or  $\underline{29\ CFR\ part\ 1}$  or  $\underline{3}.$ 

### V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated

**damages.** In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR  $5.5(b)(2)^*$  for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

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

### 3. Withholding for unpaid wages and liquidated damages

a. Withholding process. The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds*. The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, <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 lowertier 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 longstanding 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 Federalaid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

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

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

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

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

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

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

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

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

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

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

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

#### 1. Instructions for Certification – First Tier Participants:

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350. e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

\* \* \* \* \*

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

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

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

\* \* \* \* \*

#### 3. Instructions for Certification - Lower Tier Participants:

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

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

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

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 - 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

\* \* \* \* \*

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

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

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

\* \* \* \* \*

# XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

#### XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7. ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

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

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

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

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

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

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

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

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

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

### KENTUCKY TRANSPORTATION CABINET DEPARTMENT OF HIGHWAYS

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

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

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

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

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

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

3. If the contractor is in control of apprenticeship or other training or retraining, including on-the-job training programs, he shall not discriminate against an individual because of his race, color, religion, national origin, sex, disability or age forty (40) and over, in admission to, or employment in any program established to provide apprenticeship or other training. 4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administrating agency may direct as a means of enforcing such provisions, including sanctions for non-compliance.

Revised: January 25, 2017

### Standard Title VI/Non-Discrimination Assurances

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

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

## Standard Title VI/Non-Discrimination Statutes and Authorities

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

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

## **EXECUTIVE BRANCH CODE OF ETHICS**

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

KRS 11A.040 (7) provides:

No present or former public servant shall, within six (6) months following termination of his office or employment, accept employment, compensation, or other economic benefit from any person or business that contracts or does business with, or is regulated by, the state in matters in which he was directly involved during the last thirty-six (36) months of his tenure. This provision shall not prohibit an individual from returning to the same business, firm, occupation, or profession in which he was involved prior to taking office or beginning his term of employment, or for which he received, prior to his state employment, a professional degree or license, provided that, for a period of six (6) months, he personally refrains from working on any matter in which he was directly involved during the last thirtysix (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 option is exercised) on or after January 30, 2022:	<ul> <li>Executive Order 14026</li> <li>generally applies to the</li> <li>contract.</li> <li>The contractor must pay</li> <li>all covered workers at</li> <li>least \$16.20 per hour (or</li> <li>the applicable wage rate</li> <li>listed on this wage</li> <li>determination, if it is</li> <li>higher) for all hours</li> <li>spent performing on the</li> <li>contract in 2023.</li> </ul>
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:	

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 0 1 2 3 4 5 6 7 8 9 10	Number	Publication 01/06/2023 02/10/2023 02/24/2023 03/31/2023 04/14/2023 06/09/2023 07/14/2023 08/04/2023 09/01/2023 09/08/2023	Date
-			
11		09/15/2023	
12 13		09/29/2023 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		15.95	
CARP0357-002 04/01/2023			
	Rates	Fringes	
CARPENTER DIVER PILEDRIVERMAN	\$ 48.09	22.86 22.86 22.86	

ELEC0369-006 06/01/2022

BUTLER, EDMONSON, LOGAN, TODD & WARREN COUNTIES:

BUTLER, EDMONSON, LOGAN, TODD &	WARREN COUNT	IES:
	Rates	Fringes
ELECTRICIAN		19.57
ELEC0429-001 06/01/2022		
ALLEN & SIMPSON COUNTIES:		
	Rates	Fringes
ELECTRICIAN	-	14.08
ELEC0816-002 06/01/2023		
BALLARD, CALDWELL, CALLOWAY, CA FULTON (Except a 5 mile radius HICKMAN, LIVINGSTON, LYON, MARS	of City Hall	in Fulton), GRAVES,
	Rates	Fringes
ELECTRICIAN	\$ 35.53	26.5%+7.85
Cable spicers receive \$.25 per	hour addition	
ELEC1701-003 06/01/2022		
DAVIESS, HANCOCK, HENDERSON, HO UNION & WEBSTER COUNTIES:	PKINS, MCLEAN	, MUHLENBERG, OHIO,
	Rates	Fringes
ELECTRICIAN	\$ 34.18	7.35+30.8%
Cable spicers receive \$.25 per		
ELEC1925-002 06/01/2023		
FULTON COUNTY (Up to a 5 mile r	adius of City	Hall in Fulton):
	Rates	Fringes
CABLE SPLICER	\$ 27.05	15.03 15.02
ENGI0181-017 07/01/2023		
	Rates	Fringes
POWER EQUIPMENT OPERATOR GROUP 1 GROUP 2 GROUP 3 GROUP 4	\$ 35.69 \$ 36.14	18.60 18.60 18.60 18.60
OPERATING ENGINEER CLASSIFICATI	ONS	

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 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 All Other Work		25.52 25.52

\* LAB00189-005 07/01/2023

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

	Rate	es Fri	.nges
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

\* LABO0189-006 07/01/2023

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

	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

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\* LAB00561-001 07/01/2023

CRITTENDEN, HENDERSON, UNION & WEBSTER COUNTIES

#### 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

Ra	ites	Fringes
Painters:		
Bridges\$ 3	6.12	20.97
All Other Work\$ 3	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 Spray, Sandblast, Power Tools, Waterblast & Steam	\$ 18.50	11.97
Cleaning	\$ 19.50	11.97
PAIN0156-006 04/01/2023		
DAVIESS, HANCOCK, HENDERSON, MC	EAN, OHIO, UNION	I & WEBSTER

COUNTIES

	Rates	Fringes
Painters:		
BRIDGES		
GROUP 1	\$ 28.45	20.08
GROUP 3	\$ 29.45	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

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PAIN0500-002 06/01/2023

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

Rates Fringes

Painters:		
Bridges\$	30.00	15.40
All Other Work\$	23.75	15.40

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

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PLUM0184-002 07/01/2023

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

(2 9030(424)		
	Rates	Fringes
Plumber; Steamfitter		
PLUM0502-004 08/01/2021		
ALLEN, BUTLER, EDMONSON, SIMPS	ON & WARREN	
	Rates	Fringes
Plumber; Steamfitter		
PLUM0633-002 07/01/2022		
DAVIESS, HANCOCK, HENDERSON, H MUHLENBERG, OHIO, TODD, UNION		
	Rates	Fringes
PLUMBER/PIPEFITTER		
TEAM0089-003 03/31/2023		
ALLEN, BUTLER, EDMONSON, LOGAN	, SIMPSON & WA	ARREN COUNTIES
	Rates	Fringes
<pre>Truck drivers: Zone 1: Group 1 Group 2 Group 3 Group 4 Group 4 GROUP 1 - Greaser; Tire Change GROUP 2 - Truck Mechanic; Si Terrain Vehicles when used to or Pole Trailer when used to equipment; Tandem Axle Dump; GROUP 3 - Mixer All Types GROUP 3 - Mixer All Types GROUP 4 - Winch and A-Frame materials; Ross Carrier; For building materials; Driver o Other Heavy Earth Moving Equ Cat; Five Axle Vehicle</pre>	<pre>\$ 23.40 \$ 23.48 \$ 23.50 r ngle Axle Dump o haul materia pull building Driver of Dis when used in t k Lift when us n Pavement Bre</pre>	als; Semi Trailer g materials and stributors ransporting sed to transport eaker; Euclid and
TEAM0215-003 03/31/2023		
DAVIESS, HANCOCK, HENDERSON, H & WEBSTER COUNTIES	OPKINS, MCLEAN	I, MUHLENBERG, OHIO
	Rates	Fringes
TRUCK DRIVER Group 1 Group 2 Group 3 Group 4	\$ 25.54 \$ 25.15	25.56 20.95 25.56 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

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is

> like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

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

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

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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

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.

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#### 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.

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

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

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

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END OF GENERAL DECISION

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

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

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

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

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

## TO: EMPLOYERS/EMPLOYEES

## **PREVAILING WAGE SCHEDULE:**

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

### **OVERTIME:**

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

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

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

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

GOALS FOR MINORITY PARTICIPATION IN EACH TRADE	GOALS FOR FEMALE PARTICIPATION IN EACH TRADE	
5.2%	6.9%	

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or 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 at <a href="https://www.dol.gov/agencies/ofccp/ncap">https://www.dol.gov/agencies/ofccp/ncap</a>. 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: <u>OFCCP-SE@dol.gov</u> 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 Marshall County.

## PART IV

# **INSURANCE**

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

# PART V

## **BID ITEMS**

235330

### **PROPOSAL BID ITEMS**

Page 1 of 2

Report Date 11/15/23

## Section: 0001 - BRIDGE - 079B00138N

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	00003	CRUSHED STONE BASE	312.00	TON		\$	
020	00020	TRAFFIC BOUND BASE	126.00	TON		\$	
0030	00100	ASPHALT SEAL AGGREGATE	6.00	TON		\$	
040	00103	ASPHALT SEAL COAT	1.00	TON		\$	
050	00212	CL2 ASPH BASE 1.00D PG64-22	368.00	TON		\$	
060	00301	CL2 ASPH SURF 0.38D PG64-22	50.00	TON		\$	
070	00356	ASPHALT MATERIAL FOR TACK	1.00	TON		\$	
080	00443	ENTRANCE PIPE-24 IN	50.00	LF		\$	
090	01310	REMOVE PIPE	45.00	LF		\$	
0100	01987	DELINEATOR FOR GUARDRAIL BI DIRECTIONAL WHITE	4.00	EACH		\$	
110	02230	EMBANKMENT IN PLACE	520.00	CUYD		\$	
)120	02360	<b>GUARDRAIL TERMINAL SECTION NO 1</b>	2.00	EACH		\$	
)130	02367	<b>GUARDRAIL END TREATMENT TYPE 1</b>	1.00	EACH		\$	
140	02381	REMOVE GUARDRAIL	313.00	LF		\$	
0150	02429	<b>RIGHT-OF-WAY MONUMENT TYPE 1</b>	8.00	EACH		\$	
0160	02432	WITNESS POST	8.00	EACH		\$	
0170	02545	CLEARING AND GRUBBING APPROX LESS THAN 1 ACRE	1.00	LS		\$	
180	02585	EDGE KEY	37.00	LF		\$	
)190	02650	MAINTAIN & CONTROL TRAFFIC	1.00	LS		\$	
200	02671	PORTABLE CHANGEABLE MESSAGE SIGN	2.00	EACH		\$	
)210	02726	STAKING	1.00	LS		\$	
220	02731	REMOVE STRUCTURE	1.00	LS		\$	
)230	03299	ARMORED EDGE FOR CONCRETE	45.00	LF		\$	
240	08003	FOUNDATION PREPARATION	1.00	LS		\$	
250	08019	CYCLOPEAN STONE RIP RAP	635.00	TON		\$	
)260	08033	TEST PILES	270.00	LF		\$	
270	08051	PILES-STEEL HP14X89	2,707.00	LF		\$	
)280	08100	CONCRETE-CLASS A	152.00	CUYD		\$	
)290	08104	CONCRETE-CLASS AA	118.00	CUYD		\$	
300	08150	STEEL REINFORCEMENT	26,434.00	LB		\$	
0310	08151	STEEL REINFORCEMENT-EPOXY COATED	27,443.00	LB		\$	
320	08670	PRECAST PC BOX BEAM SB27	480.00	LF		\$	
)330	20191ED	OBJECT MARKER TY 3	1.00	EACH		\$	
340	21415ND	EROSION CONTROL	1.00	LS		\$	
)350	23378EC	CONCRETE SEALING	8,057.00	SQFT		\$	
360	24382EC	G/R STEEL W BM-S FACE-7 FT POST (NESTED)	238.00	LF		\$	
370	25028ED	<b>RAIL SYSTEM SINGLE SLOPE - 40 IN</b>	247.00	LF		\$	
)380	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
0390	02569		DEMOBILIZATION	1.00	LS		\$	

## **PROPOSAL BID ITEMS**

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Report Date 11/15/23