



**CALL NO. 113**

**CONTRACT ID. 195144**

**GREENUP COUNTY**

**FED/STATE PROJECT NUMBER STP BRZ 9030 (126)**

**DESCRIPTION KY 503**

**WORK TYPE BRIDGE REPLACEMENT**

**PRIMARY COMPLETION DATE 9/30/2020**

**LETTING DATE: September 20,2019**

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN DAYLIGHT TIME September 20,2019. Bids will be publicly announced at 10:00 AM EASTERN DAYLIGHT TIME.

**NO PLANS ASSOCIATED WITH THIS PROJECT.**

**DBE CERTIFICATION REQUIRED - 3.50%**

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

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**PART I**  
**SCOPE OF WORK**

## ADMINISTRATIVE DISTRICT - 09

**CONTRACT ID - 195144**

**STP BRZ 9030 (126)**

**COUNTY - GREENUP**

**PCN - BR04505031900**

**STP BRZ 9030 (126)**

KY 503 (MP 5.328) ADDRESS DEFICIENCIES OF KY 503 CROSSING OVER INDIAN RUN CREEK. (045B00033N)  
(MP 5.336), A DISTANCE OF 0.02 MILES. BRIDGE REPLACEMENT SYP NO. 09-10007.00.  
GEOGRAPHIC COORDINATES LATITUDE 38:29:46.00 LONGITUDE 82:46:11.00

**COMPLETION DATE(S):**

COMPLETED BY 09/30/2020

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](http://www.bidx.com)) to prepare a bid packet for submission to the Department. The bidder must submit electronically using Bid Express.

### **JOINT VENTURE BIDDING**

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

### **UNDERGROUND FACILITY DAMAGE PROTECTION**

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

### **REGISTRATION WITH THE SECRETARY OF STATE BY A FOREIGN ENTITY**

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

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

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

#### **SPECIAL NOTE FOR PROJECT QUESTIONS DURING ADVERTISEMENT**

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

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

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

#### **HARDWOOD REMOVAL RESTRICTIONS**

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

#### **INSTRUCTIONS FOR EXCESS MATERIAL SITES AND BORROW SITES**

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

#### **ACCESS TO RECORDS**

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

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

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

April 30, 2018

### **FEDERAL CONTRACT NOTES**

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

- |                                |  |
|--------------------------------|--|
| 102.02 Current Rating          | 102.08 Preparation and Delivery of Proposals |
| 102.13 Irregular Bid Proposals | 102.14 Disqualification of Bidders           |
| 102.09 Proposal Guaranty       |  |

### **CIVIL RIGHTS ACT OF 1964**

The Kentucky Department of Highways, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Federal Department of Transportation (49 C.F.R., Part 21), issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the ground of race, color, or national origin.

### **NOTICE TO ALL BIDDERS**

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

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

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

### **SECOND TIER SUBCONTRACTS**

Second Tier subcontracts on federally assisted projects shall be permitted. However, in the case of DBE’s, second tier subcontracts will only be permitted where the other subcontractor is also a DBE. All second tier subcontracts shall have the consent of both the Contractor and the Engineer.



### **DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

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

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

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

### **DBE GOAL**

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

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

### **OBLIGATION OF CONTRACTORS**

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

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

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

### **CERTIFICATION OF CONTRACT GOAL**

Contractors shall include the following certification in bids for projects for which a DBE goal has been established. BIDS SUBMITTED WHICH DO NOT INCLUDE CERTIFICATION OF DBE PARTICIPATION WILL NOT BE ACCEPTED. These bids will not be considered for award by the Cabinet and they will be returned to the bidder.

“The bidder certifies that it has secured participation by Disadvantaged Business Enterprises (“DBE”) in the amount of \_\_\_\_\_ percent of the total value of this contract and that the DBE participation is in compliance with the requirements of 49 CFR 26 and the policies of the Kentucky Transportation Cabinet pertaining to the DBE Program.”

**The certification statement is located in the electronic bid file. All contractors must certify their DBE participation on that page. DBEs utilized in achieving the DBE goal must be certified and prequalified for the work items at the time the bid is submitted.**

### **DBE PARTICIPATION PLAN**

Lowest responsive bidders must submit the *DBE Plan/ Subcontractor Request*, form TC 14-35 DBE, within **5** days of the letting. This is necessary before the Awards Committee will review and make a recommendation. **The project will not be considered for award prior to submission and approval of the apparent low bidder’s DBE Plan/Subcontractor Request.**

The DBE Participation Plan shall include the following:

1. Name and address of DBE Subcontractor(s) and/or supplier(s) intended to be used in the proposed project;
2. Description of the work each is to perform including the work item, unit, quantity, unit price and total amount of the work to be performed by the individual DBE. The Proposal Line Number, Category Number, and the Project Line Number can be found in the “material listing” on the Construction Procurement website under the specific letting;
3. The dollar value of each proposed DBE subcontract and the percentage of total project contract value this represents. DBE participation may be counted as follows:
  - a. If DBE suppliers and manufactures assume actual and contractual responsibility, the dollar value of materials to be furnished will be counted toward the goal as follows:
    - The entire expenditure paid to a DBE manufacturer;
    - 60 percent of expenditures to DBE suppliers that are not manufacturers provided the supplier is a regular dealer in the product involved. A regular dealer must be engaged in, as its principal business and in its own name, the sale of products to the public, maintain an inventory and own and operate distribution equipment; and
    - The amount of fees or commissions charged by the DBE firms for a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials, supplies, delivery of materials and supplies or for furnishing bonds, or insurance, providing such fees or commissions are determined to be reasonable and customary.

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

#### **UPON AWARD AND BEFORE A WORK ORDER WILL BE ISSUED**

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

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

#### **CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS**

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

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

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

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

### **FAILURE TO MEET GOOD FAITH REQUIREMENT**

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

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

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

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

### **SANCTIONS FOR FAILURE TO MEET DBE REQUIREMENTS OF THE PROJECT**

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

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

### **PROMPT PAYMENT**

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

### **CONTRACTOR REPORTING**

All contractors must keep detailed records and provide reports to the Cabinet on their progress in meeting the DBE requirement on any highway contract. These records may include, but shall not be limited to payroll, lease agreements, cancelled payroll checks, executed subcontracting agreements, etc. Prime contractors will be required to complete and submit a **signed and notarized** Affidavit of Subcontractor Payment (TC 18-7) and copies of checks for any monies paid to each DBE subcontractor or supplier utilized to meet a DBE goal. These documents must be completed and signed within 7 days of being paid by the Cabinet.

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

#### **\*\*\*\*\* IMPORTANT \*\*\*\*\***

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

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

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

### **DEFAULT OR DECERTIFICATION OF THE DBE**

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

7/19/2019

**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.

### **EXPEDITE PROJECT WORK ORDER**

The Contractor may request that the Department expedite the work order for this project to allow for maximization of time to complete the work. In order for the Department to accomplish this task, the Contractor may be required to “hand carry” all required project documentation to facilitate the process. Immediately UPON NOTIFICATION OF AWARD OF THE CONTRACT, deliver required project documentation to:

Division of Construction Procurement  
200 Mero St.  
Frankfort, KY 40602

### **ASPHALT MIXTURE**

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

### **INCIDENTAL SURFACING**

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

### **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**

09-10007.00 Greenup 045B00033N

### **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 contacted at all times.

### **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 allows 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 to 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 in order to avoid ongoing construction projects along those routes.
- 3) It may be determined that two detour routes would be needed if the first selected route cannot accommodate truck traffic. If this occurs, the contractor is expected to sign both detours per the standard drawings and MUTCD. Additional clarification signage between the detours may be needed at points where they diverge.
- 4) For projects that involve the use of bi-directional lane closures and the temporary lane width per the plans or as proposed by the contractor is less than 10 feet, the contractor shall be required to provide a signed detour for oversized vehicles.

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

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

## **IX. PAYMENT**

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

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

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

## **SPECIAL NOTE FOR PLACING BRIDGE OVERLAY APPROACH PAVEMENT**

09-10007.00 Greenup 045B00033N

### **I. DESCRIPTION**

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

This work consists of the following:

1. Furnish all labor, materials, tools, and equipment.
2. Removal of existing abutment backfill, if needed.
3. Structural Granular Backfill, as needed.
4. Mill the existing pavement.
5. Place new DGA, asphalt base, and asphalt surface
6. Repair the roadway shoulders, if needed.
7. Provide Pavement Markings if needed.
8. Any other work specified as part of this contract.

### **II. MATERIALS**

- A. Structural Granular Backfill.** See Section 8.05.11
- B. DGA.** See Section 302.
- C. Tack Coat.** This material shall be in accordance with the Standard Specifications.
- D. CL2 ASPH BASE 1.0D PG 64-22.** See Standard Specifications
- E. ASPHALT LEVEL AND WEDGE.** See Standard Specifications
- F. CL2 ASPH SURF 0.38D PG 64-22.** This material shall be in accordance with the Standard Specifications.
- G. GRANULAR EMBANKMENT.** This material shall be in accordance with the Standard Specifications.
- H. Pavement Striping.** See Section 713.

### **III. CONSTRUCTION – DECK, SUPERSTRUCTURE, AND FULL BRIDGE REPLACEMENTS**

- A. 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, Type IV geotextile fabric, 4" perforated pipe, and new 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.

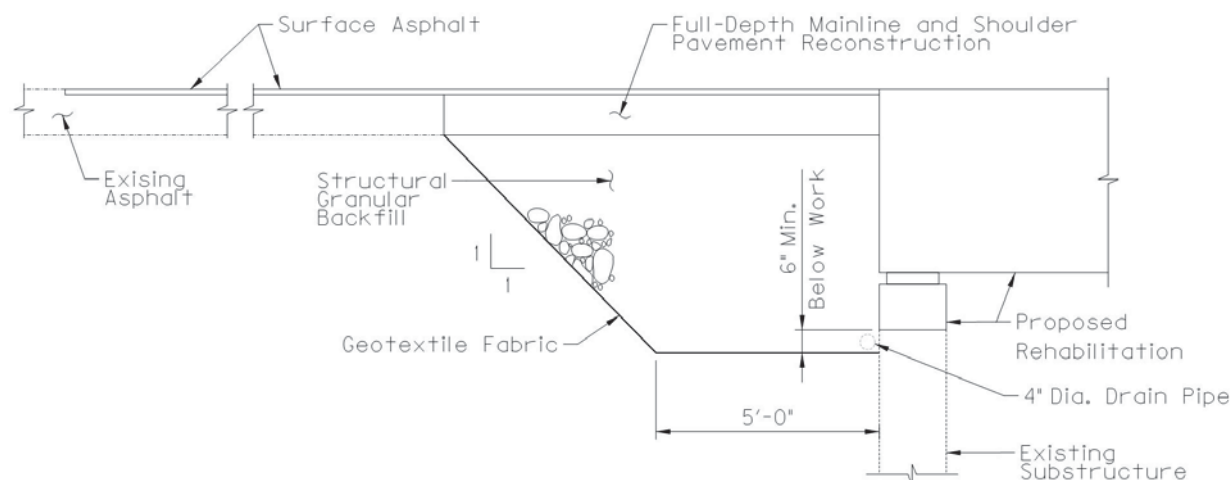


Figure 1: Detail showing proposed work for deck and superstructure replacements

- B. Remove Existing Asphalt Surface.** Remove the existing pavement material beyond the limits of full depth asphalt replacement to provide for a minimum of 1¼” new pavement surface from the bridge end extending approximately 25 feet, or as shown in the plans, into the approach pavement and across the width of the approach pavement. The Engineer shall determine the actual length and width of the milling depending on site conditions at each bridge approach. Mill the existing surface so that the new asphalt surface will match the elevation of the end of the full depth asphalt replacement and the bridge end. The Engineer shall approve the Contractor’s plan for restoring the approach grade prior to the removal of the existing surface. Dispose of all removed material entirely away from the job site or as directed by the Engineer.
- C. Produce and Place New Asphalt Base.** Replace any full depth mainline and shoulder pavement removed as part of bridge backwall construction, superstructure replacement, or other work (if included in the Contract Documents) with a minimum of 8 inches of DGA, placed in two lifts of 4 inches each compacted and 8 inches of CL2 ASPH BASE 1.0D PG 64-22, placed in two lifts of 4 inches each compacted. Final elevation of the Asphalt Base at the approaches to match the width and new elevation of the riding surface on the bridge less the New Asphalt Surface to be placed. Shoulders shall receive identical treatment to the mainline pavement.
- D. Produce and Place New Asphalt Surface.** Apply an asphalt tack coat in accordance with Section 406. Produce and place the new 1 ¼” Asphalt Surface in accordance with Section 403 and compact under Option B. The new asphalt surface mixture required for this project shall be “CL2 ASPH SURF 0.38D PG 64-22”. Place the new asphalt surface to smoothly connect the existing roadway grade at the end of the project, and/or the new abutment backwall.
- E. Granular Embankment for Guardrails.** When necessary to ensure compliance with standards, widen shoulders behind guardrail with granular embankment and cap with



DGA in accordance with plans or as directed by the Engineer. Remove existing topsoil as needed and place embankment in a manner to ensure proper compaction.

- F. Pavement Markings.** Pavement striping will be required to match the existing pavement striping on both approaches and the structure. Pavement striping shall be in accordance with applicable sections of the Standard Specifications and shall be incidental to the work. Raised pavement markers within the limits of the “Bridge Overlay Approach Pavement” shall be removed prior to the milling operation. The marker castings shall be cleaned and returned to the Engineer.

#### IV. CONSTRUCTION – OVERLAY PROJECTS

- A. Remove Existing Materials.** Remove the existing pavement material to provide for a minimum of 1¼” new pavement surface from the bridge end extending approximately 25 feet, or as shown in the plans, into the approach pavement and across the width of the approach pavement. The Engineer shall determine the actual length and width of the milling depending on site conditions at each bridge approach. Mill the existing surface so that the new asphalt surface will tie into the new armored edge, if applicable, and matches the elevation of the bridge end. The Engineer shall approve the Contractor’s plan for restoring the approach grade prior to the removal of the existing surface. Dispose of all removed material entirely away from the job site or as directed by the Engineer.
- B. Mainline and Shoulder Reconstruction.** Replace shoulders in kind at the approaches to match the width and new elevation of the riding surface on the bridge. Shoulders shall receive identical treatment to the mainline pavement.
- C. Produce and Place New Asphalt Surface.** Apply an asphalt tack coat in accordance with Section 406. Produce and place the new 1 ¼” Asphalt Surface in accordance with Section 403 and compact under Option B. The new asphalt surface mixture required for this project shall be “CL2 ASPH SURF 0.38D PG 64-22”. Place the new asphalt surface to smoothly connect the existing roadway grade at the end of the project and the bridge end.

For bridge decks specified to receive a new asphalt overlay as part of the work, place asphalt level and wedge and CL2 ASPH SURF 0.38D PG 64-22 as detailed in the plans to smoothly connect to the bridge approaches. If plans call for use of a waterproof membrane, this shall be addressed as a separate bid item.

- D. Granular Embankment for Guardrails.** When necessary to ensure compliance with standards, widen shoulders behind guardrail with granular embankment and cap with DGA in accordance with the plans or as directed by the Engineer. Remove existing topsoil as needed and place embankment in a manner to ensure proper compaction.
- E. Pavement Markings.** Pavement striping will be required to match the existing pavement striping on both approaches and the structure. Pavement striping shall be in accordance with applicable sections of the Standard Specifications and shall be incidental to the work. Raised pavement markers within the limits of the “Bridge

Overlay Approach Pavement” shall be removed prior to the milling operation. The marker castings shall be cleaned and returned to the Engineer.

**V. MEASUREMENT**

- A. Granular Embankment: The Department will measure the quantity in cubic yards. The Department will measure along the centerline to determine a linear foot of placement multiplied by a theoretical cross section of 12 square feet to achieve the quantity per side of the roadway.
- B. Bridge Overlay Approach Pavement: The Department will measure the quantity of in square yards. The Department will measure along the centerline from each end of the limits of the work as detailed on the plans to the point where the new pavement ties into the exiting pavement and across the width of the new pavement perpendicular to the centerline of the roadway.
- C. Foundation Preparation: See Section 603.

**VI. PAYMENT**

- A. Granular Embankment: Payment at the contract unit price per cubic yard of granular embankment is full compensation for granular embankment and DGA used for widening the shoulder for guardrail as directed. Variance of actual cross sectional quantities versus theoretical quantities will not be considered for additional payment.
- B. Bridge Overlay Approach Pavement: Payment at the contract unit price per square yard of is full compensation for removing existing pavement markers, mobilization of milling equipment, removing specified existing pavement material, reconstruct shoulders as needed, furnishing and installing the asphalt tack coat, producing and placing the new asphalt and DGA, and all incidental items necessary to complete the work within the specified pay limits as specified by this note and as shown in the Contract Documents.
- C. Foundation Preparation: See Section 603. Payment for Structural Granular Backfill or Type III soil backfill to be incidental to Foundation Preparation.

<i>Code</i>	<i>Pay Item</i>	<i>Pay Unit</i>
02223	Granular Embankment	Cubic Yards
03304	Bridge Overlay Approach Pavement	Square Yards
08803	Foundation Preparation	Lump Sum

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



## SPECIAL NOTE FOR CONCRETE COATING

09-10007.00 Greenup 045B00033N

### I. DESCRIPTION

Perform all work in accordance with the Kentucky Transportation Cabinet, Department of Highways current Specifications for Road and Bridge Construction and applicable Supplemental Specifications, the Standard Drawings, this Note, and the Contract Documents. Section references are to the Standard Specifications.

This work consists of the following:

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 coating.
7. Apply concrete coating.
8. Any other work as specified as part of this contract.

### II. MATERIALS

One of the following coating systems shall be used:

<u><i>Manufacturer</i></u>	<u><i>Prime Coat</i></u>	<u><i>Finish Coat</i></u>
Sherwin Williams	Macropoxy 646	Acrolon 218 HS
PPG	Amerlock 2	Devoe Devflex HP
Carboline	Carboguard 890	Carbothane 133 HB
Tnemec	Elastogrip 151	Envirocrete 156

The finish product shall be opaque and satin or semi-gloss. The contractor must apply sufficient coats as required to achieve this goal. The finish coat shall be gray and will meet the following values:

	<u>L*</u>	<u>a*</u>	<u>b*</u>
Gray	74.94	-1.54	3.92

Furnish to the Engineer copies of the manufacturer's technical data sheets, installation guidelines, material safety data sheets, and other pertinent data at least two (2) days prior to beginning the work.

### III. CONSTRUCTION

- A. Perform Concrete Repairs.** Repair concrete surface in accordance with the Special Note for Epoxy Injection Crack Repair and/or the Special Note for Concrete Patching Repair if included in the contract documents.
- B. Apply Ordinary Surface Finish.** 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. 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.
- C. Areas to Receive Concrete Coating:**
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 barrier walls, parapets, curbs, and plinths. Do not apply to the riding surface of the concrete deck.
  3. The underneath surfaces of slab overhangs outside of exterior girders and to the exterior side and bottom of exterior concrete girders, beams, and box beams.
- D. Prepare Concrete Surfaces for Repair.** All areas specified shall be pressure washed. Equip the pressure washers with calibrated gages and pressure regulators to ascertain and regulate water pressure. All equipment for pressure washing shall be operated at a minimum pressure of up 3,500 to 4,500 psi with 0 degree spinner tip and/or fan tips as determined by the engineer at the working location with a minimum flow rate of 3.5 gal/minute provided that these pressures do not damage any components of the structure. Pressure and flow rates shall be reduced to a level satisfactory to the Engineer should any damage occur due to power washing procedures. The washing wand must be approximately perpendicular to the washed surface and within a maximum of 12 inches of the surface. Wand extensions greater than 36 inches will be subject to Division of Construction approval. Pressure washing of any bridge element will proceed from top of wash area to bottom of wash area. Perform all pressure washing at temperatures above 40 degrees Fahrenheit.
- E. Apply Concrete Coating.** All areas specified shall have concrete coating applied to as specified after debris removal and power washing. New concrete shall be allowed to properly cure in accordance with the manufacturer's recommendations prior to application. Use compressed air to remove any loose debris from the surfaces that are to be coated after power washing. All coatings shall be applied within manufacturers recommended dry film thickness range. Comply with KYTC "Standard Specifications for Road and Bridge Construction" Section 614.03.02 and coatings supplier recommended conditions for application. Allow the surfaces to be coated to dry a minimum of 24 hours before any coating is applied. The coating must be applied with 72 hours of pressure washing. The coating must be applied to a clean and dry surface.

All coating application shall be executed using brushes, rollers, etc. No spray application will be permitted.

The Department requires acceptance testing of samples obtained on a per-lot basis per-shipment. The Division of Materials shall perform acceptance testing. Test samples shall be taken at the Contractor’s paint storage site. Department personnel shall perform sampling. Allow (10) working days for testing and approval of the sampled paint. It is the Contractor’s responsibility to maintain an adequate inventory of approved paint. The Department shall assume no responsibility for lost work due to rejection of paint or approved paint subsequently found to be defective during the application process. Perform all concrete coating application at temperatures above 40 degrees Fahrenheit or in accordance with manufactures specifications.

**IV. MEASUREMENT**

The Department will measure the quantity as lump sum. The Department will not measure preparation of the site for the Engineer’s access or removal and reapplication of coatings that do not satisfy the Engineer’s approval for payment and will consider them incidental to “Concrete Coating”.

**V. PAYMENT.**

The Department will make payment for the completed and accepted quantities of concrete coating under the following:

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
24982EC	Concrete Coating	Lump Sum

The plans may show an estimate quantity in square feet. The Department will consider payment as full compensation for all work required as described in this note.

## **SPECIAL NOTE FOR EROSION PREVENTION AND SEDIMENT CONTROL**

When the total disturbed area for a project, including laydown and waste/borrow areas, is greater than 1 acre, the Contractor shall be responsible for filing the Kentucky Pollution Discharge Elimination System (KPDES) KYR10 permit Notice of Intent (NOI) with the Kentucky Division of Water (DOW). The contractor will be responsible for following the KPDES requirements of local Municipal Separate Storm Sewer System (MS4) programs with jurisdiction. Required NOI shall name the contractor as the Facility Operator and include the KYTC Contract ID Number (CID) for reference. For grouped contracts with more than one structure, each structure will be treated independently in regards to disturbed area unless another structure is within 0.25 miles of the structure. For structures within 0.25 miles of each other, the total disturbed area will be the sum of the combined disturbed areas. The Contractor shall be responsible for filing the KPDES permit Notice of Termination (NOT) with the Kentucky DOW and any local MS4 Program that has jurisdiction. The NOT shall be filed after the Engineer agrees the project is stabilized or the project has been formally accepted.

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

Regardless of the size of disturbed area, the contractor shall provide a BMP Plan to the KYTC Engineer and place erosion control devices as identified in the site-specific BMP Plan prior to beginning work. Should the contractor fail to create a BMP Plan or provide and maintain the necessary erosion control, Liquidated Damages will apply at the rate specified in the contract. If no rate is specified, Liquidated Damages will be applied at the rate specified in Section 108 of the Standard Specifications. The Contractor shall perform all final seeding and protection, in accordance with the plans and Section 212 of the KYTC current Department of Highways, Standard Specifications for Road and Bridge Construction.

Contrary to Section 213.03.03, paragraph 2, the Engineer shall conduct inspections as needed to verify compliance with Section 213 of KYTC current Department of Highways, Standard Specifications for Road and Bridge Construction. The Engineer's inspections shall be performed a minimum of once per month and within seven 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 BMP's are required. The contractor shall initiate corrective action within 24 hours of any reported deficiency and complete the work within 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 with the KPDES permit. If corrections are not made within the 5 days specified, liquidated damages will apply at the rate specified in the Liquidated Damages note in the contract.

Contrary to Section 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.

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.

## SPECIAL NOTE

### For Additional Environmental Commitments

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

- 1) The KYTC has completed a Phase 1 archaeological survey for a site-specific area surrounding the bridge. The cleared area is shown as “Archaeologically Cleared Area” or “Environmentally Cleared Area” on the concept plans and/or the map attached to this note. 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 SHPO-cleared area for any purposes—e.g., laydown yards, vehicle parking, parking cranes, delivering beams, borrow areas, waste areas, etc.—the Contractor must first get a written agreement with the landowner (assuming it is outside the right-of-way). Then the Contractor shall seek approval of the use of the site—whether within or outside the right-of-way—by both the KYTC Section Supervisor and the Bridging Kentucky Environmental Lead at [BKY\\_Env@docs.e-builder.net](mailto:BKY_Env@docs.e-builder.net). The Contractor shall provide a map of the area(s) to be used, including access points, and property-owner agreements. The BKY Environmental Team will complete initial field investigations for archaeological, historical, ecological, and other environmental clearances. If any potentially significant site or resources are found, the KYTC has the right to deny the use of the proposed site. The maps and property owner agreements are to be submitted at least ten (10) business days prior to the Preconstruction Conference, or sixty (60) days prior to the Contractors access to the site, for coordination and review by the KYTC District and Bridging Kentucky Team.

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

- 2) In the event that 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 Nicolas Laracuenta at the Kentucky Heritage Council at (502) 892-3614, George Crothers at the Office of State Archaeology at (859) 257-1944, and KYTC DEA archaeologists at (502) 564-7250.

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

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

Archaeological Survey of a Proposed Bridge Replacement and a Proposed Bridge Rehabilitation in KYTC District 9

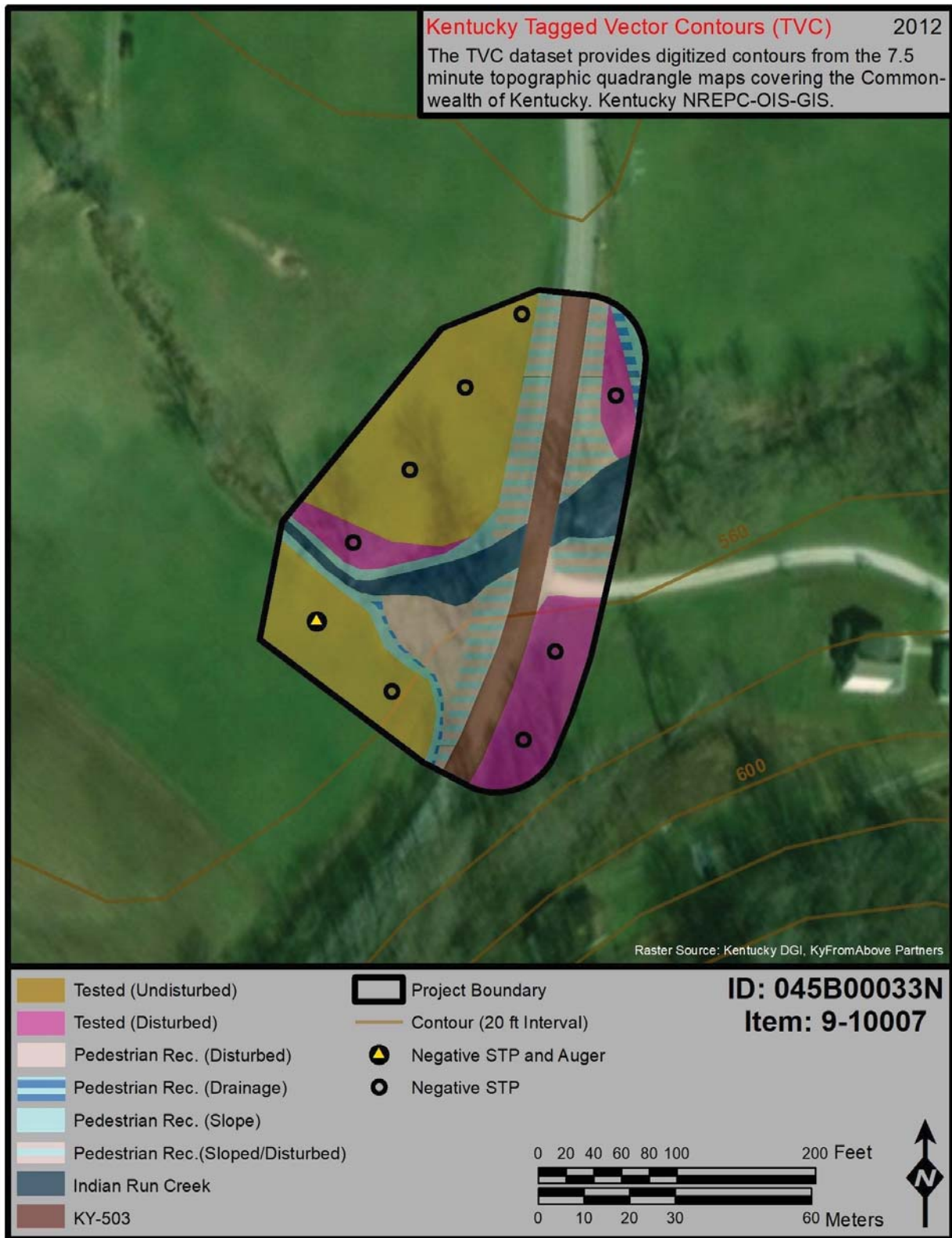


Figure 9. Bridge 045B00033N (Item No. 9-10007) showing project area conditions on aerial map.



## **09-10007.00 GREENUP COUNTY**

### **PLAN SHEETS**

PLAN SHEETS WHICH ARE TO SCALE ARE AVAILABLE TO VIEW AND PRINT IN THE PROJECT-RELATED INFORMATION FOLDER FOR THIS LETTING AT THE CONSTRUCTION PROCUREMENT WEBSITE:

<http://transportation.ky.gov/Construction-Procurement/Pages/default.aspx>



KyTC BMP Plan



**Kentucky Transportation Cabinet**

**Highway District \_\_ (1)**

**And**

**\_\_\_\_\_ (2), Construction**

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

**Groundwater protection plan**

**For Highway Construction Activities**

**For**

**[Project Description](1)**

**Project: CID ## - #####**

## KyTC BMP Plan

### Project information

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

1. Owner – Kentucky Transportation Cabinet, District \_\_ (1)
2. Resident Engineer: (2)
3. Contractor name: (2)  
Address: (2)  
  
Phone number: (2)  
Contact: (2)  
Contractors agent responsible for compliance with the KPDES permit requirements (3):
4. Project Control Number (2)
5. Route (Address) (1)
6. Latitude/Longitude (project mid-point) dd/mm/ss, dd/mm/ss (1)
7. County (project mid-point) (1)
8. Project start date (date work will begin): (2)
9. Projected completion date: (2)

## KyTC BMP Plan

### A. Site description:

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

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

## KyTC BMP Plan

### **B. Sediment and Erosion Control Measures:**

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

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

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

## KyTC BMP Plan

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

## KyTC BMP Plan

- Permanent Seeding and Protection
  - Placing Sod
  - Planting trees and/or shrubs where they are included in the project
- BMP's including Storm Water Management Devices such as velocity dissipation devices and Karst policy BMP's to be installed during construction to control the pollutants in storm water discharges that will occur after construction has been completed are : (1)

### C. Other Control Measures

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

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

3. Hazardous Waste

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

4. Spill Prevention

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

- **Good Housekeeping:**

## KyTC BMP Plan

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

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

### ➤ **Hazardous Products:**

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

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

**The following product-specific practices will be followed onsite:**

### ➤ **Petroleum Products:**

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

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

## KyTC BMP Plan

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

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

### ➤ **Fertilizers:**

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

### ➤ **Paints:**

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

### ➤ **Concrete Truck Washout:**

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

### ➤ **Spill Control Practices**

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

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



## KyTC BMP Plan

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

### **D. Other State and Local Plans**

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

### **E. Maintenance**

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

## KyTC BMP Plan

### F. Inspections

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

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

### G. Non – Storm Water discharges

## KyTC BMP Plan

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

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

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

## H. Groundwater Protection Plan (3)

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

- Contractors statement: (3)

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

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

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

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

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

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

## KyTC BMP Plan

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

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

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

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

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

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





COUNTY OF	ITEM NO.	SHEET
GREENUP	9-10007.00	RI

**INDEX OF SHEETS**

Sheet No.	Description
R1	TITLE & LOCATION MAP
R2	TYPICAL SECTIONS
R3	PLAN & LEGEND
R4	PROFILE
R5	PLAN & PROFILE - DIVERSION
S1	GENERAL NOTES
S2	LAYOUT
S3	BARREL DETAILS
S4-S6	WINGWALL DETAILS
S7	BILL OF REINFORCEMENT

**SPECIAL NOTES**

CONTRACT COMPLETION DATE AND LIQUIDATED DAMAGES  
TRAFFIC CONTROL ON BRIDGE REPAIR CONTRACTS  
BRIDGE OVERLAY APPROACH PAVEMENT  
EROSION PREVENTION AND SEDIMENT CONTROL  
PORTABLE CHANGEABLE MESSAGE SIGNS

**SPECIAL PROVISIONS**

**SPECIFICATIONS**

2017 Standard Specifications for Road and Bridge Construction.  
2017 ASHTO LRFD Bridge Design Specifications with Current Interims.

REVISION	DATE
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**Commonwealth of Kentucky**  
**DEPARTMENT OF HIGHWAYS**  
**COUNTY OF**  
**GREENUP**

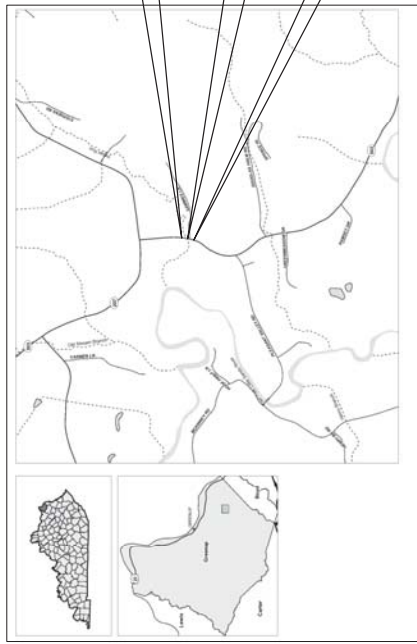
KY-503 OVER INDIAN RUN CREEK  
ITEM NO. 9-10007.00  
DRAWING NO. 27962  
PROJECT NUMBER:  
LETTING DATE: MAY 24, 2019  
RECOMMENDED BY: PROJECT MANAGER DATE:  
PLAN APPROVED BY: STATE HIGHWAY ENGINEER DATE:

# TRANSPORTATION CABINET DEPARTMENT OF HIGHWAYS

## GREENUP COUNTY

### KY-503 OVER INDIAN RUN CREEK

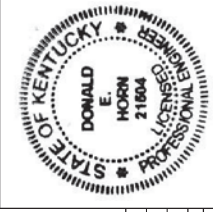
#### STA. 49+96.00



**LOCATION MAP**

**BEFORE YOU DIG**

The contractor is instructed to call 1-800-762-6007 to reach KY 811. The one-call system for information on the location of existing underground utilities. The call is to be placed a minimum of two (2) and no more than ten (10) business days prior to excavation. The contractor must coordinate with the utility owners, including those whom do not subscribe to KY 811. It is the contractor's responsibility to contact the County Clerk to determine what utility companies have facilities in the area.



**TABLE OF REVISIONS**

REV. NO.	SHEETS REVISED	DATE

EXISTING BRIDGE ID# 045C00033N

**STANDARD DRAWINGS**

BOX-006-10	STENCILS FOR STRUCTURES
RBI-002-07	TYPICAL GUARDRAIL INSTALLATIONS
RBR-005-11	GUARDRAIL COMPONENTS
RBR-010-06	GUARDRAIL TERMINAL SECTIONS
RBR-015-05	STEEL GUARDRAIL POSTS
RBI-040-01	EROSION CONTROL BLANKET SLOPE INSTALLATION
RBR-010-03	TEMPORARY SILT FENCE
RBR-020-05	SILT TRAP TYPE A
RBR-020-01	SILT TRAP TYPE B
RBR-020-01	SILT TRAP TYPE C
RBR-001-06	MISCELLANEOUS STANDARDS
RBR-005-06	RIGHT-OF-WAY MONUMENTS
RBR-010-04	TYPICAL EMBANKMENT FOUNDATION BENCHES
RBR-010-01	ONE POINT PAVEMENT PANEL OF COURSES
TRC-110-03	BARB CLOSURE USING TRAPEZOIDAL STAPLES
TRC-130-03	BARB CLOSURE WITH DIVERSION

**ACTIVE SEPIAS**

SEPIA 024	TYPICAL GUARDRAIL INSTALLATIONS
SEPIA 025	STEEL BEAM GUARDRAIL "T" BEAM
SEPIA 026	STEEL GUARDRAIL POSTS
SEPIA 032	DEFINITIONS FOR GUARDRAIL

**DESIGN CRITERIA**

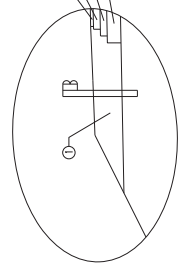
CLASS OF HIGHWAY: RURAL MINOR COLLECTOR  
TYPE OF TERRAIN: \_\_\_\_\_  
DESIGN SPEED: \_\_\_\_\_  
REQUIRED PSD: \_\_\_\_\_  
REQUIRED PSD: \_\_\_\_\_  
LEVEL OF SERVICE: ( 2018 ) 802  
ADT PRESENT ( 2018 ) \_\_\_\_\_  
ADT FUTURE ( ) \_\_\_\_\_  
DHW: \_\_\_\_\_  
D 7: \_\_\_\_\_  
D 7: \_\_\_\_\_

**GEOGRAPHIC COORDINATES**  
LATITUDE: 38 DEGREES 29 MINUTES 46 SECONDS NORTH  
LONGITUDE: 82 DEGREES 46 MINUTES 11 SECONDS WEST

**DESIGNED**  
% RESTRICTED SD: \_\_\_\_\_  
LEVEL OF SERVICE: \_\_\_\_\_  
MAX. DISTANCE W/O PASSING: \_\_\_\_\_

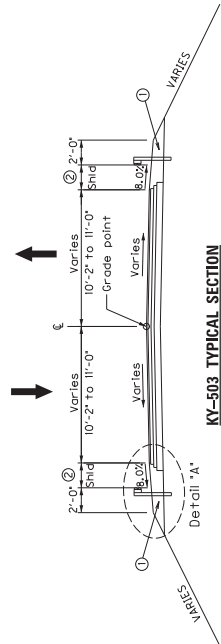
COUNTY OF	ITEM NO.	SHEET
GREENUP	9-10007.00	126
		RZ

- NOTES:
- ① Material needed for shoulders outside of paved area will be measured and paid as granular embankment in accordance with the Special Note for Bridge Approach Pavement
  - ② Width varies 0' to 2'-0" and the location to be determined by the field engineer.



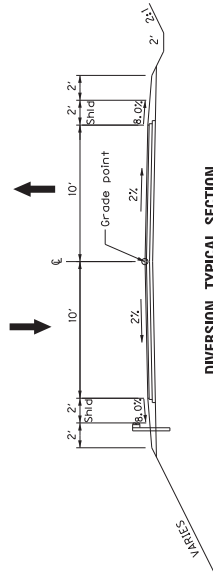
**Detail "A"**

- 1.25' CL2 Asph Surf 0.38D PG64-22
- 4.00' CL2 Asph Base 1.00D PG64-22
- 4.00' CL2 Asph Base 1.00D PG64-22
- 8.00' DGA Base



**KY-503 TYPICAL SECTION**

- KY-503 PAVEMENT**
- 16.00' Base
  - 8.00' DGA Base
  - 4.00' CL2 Asph Base 1.00D PG64-22
  - 4.00' CL2 Asph Base 1.00D PG64-22
  - 1.25' Surface
  - 1.25' CL2 Asph Surf 0.38D PG64-22
- SHOULDERS**  
Granular Embankment



**DIVERSION TYPICAL SECTION**

- DIVERSION PAVEMENT**
- 8.00' Base
  - 4.00' DGA Base
  - 4.00' CL2 Asph Base 1.00D PG64-22
  - 1.25' Surface
  - 1.25' CL2 Asph Surf 0.38D PG64-22
- SHOULDERS**  
Earth Embankment

SCALE: NTS

TYPICAL SECTIONS  
KY-503  
OVER INDIAN RUN CREEK





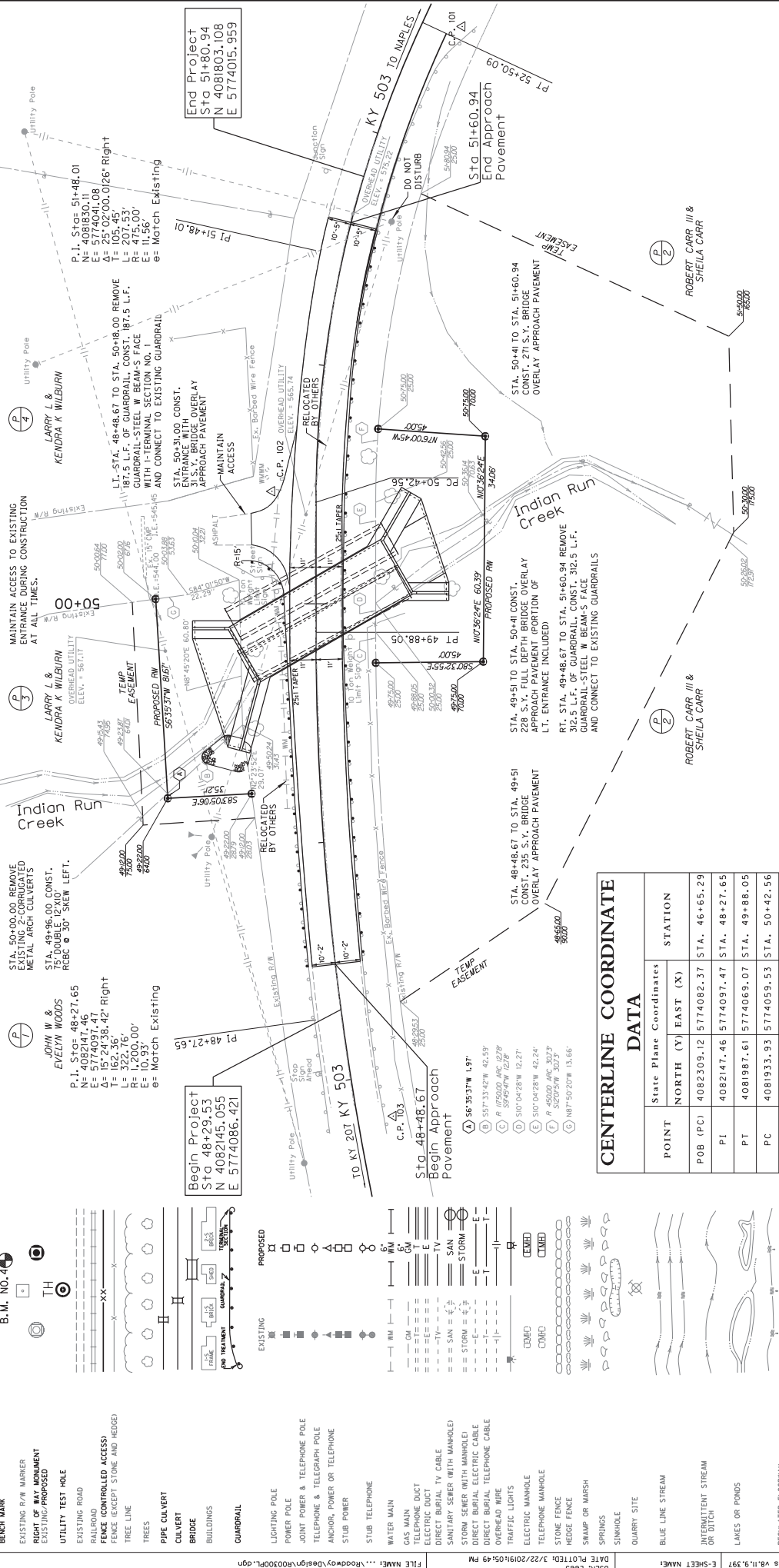
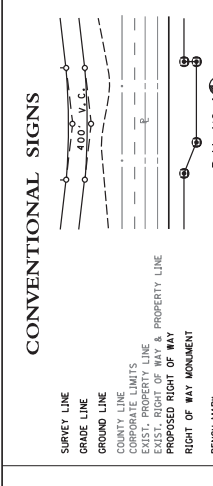
COUNTY OF	ITEM NO.	SHEET
GREENUP	9-10007.00	R3

**PROJECT COORDINATES**  
Coordinates for horizontal control were obtained by GPS observations using Spectra SP80 GNSS receivers on the MAD83 Kentucky State Plane Coordinate System. Single point coordinates were obtained using the State Plane Coordinate System, Zone 18, 2018. The coordinates shown are State Plane Coordinates, US Survey Feet. No project datum factor was calculated or used for this project.

**BASIS OF ELEVATIONS**  
Elevations were established by GPS observations on the NAVD88 vertical datum, GEOID12B utilizing KYCORS RTN Network and were reduced to a differential level loop based on the elevation of CP 103 = 545.88'.

### COORDINATE CONTROL POINTS

POINT	DESCRIPTION	State Plane Coordinates		STATION	OFFSET
		NORTH (Y)	EAST (X)		
CP 101	5/8" REBAR & CAP	4081748.44	5773964.37	STA. 52+55.58	15.78' RT.
CP 102	5/8" REBAR & CAP	4081926.22	5774076.89	STA. 50+46.95	18.47' LT.
CP 103	5/8" REBAR & CAP	4082192.80	5774072.65	STA. 47+81.83	14.91' RT.



### CENTERLINE COORDINATE DATA

POINT	State Plane Coordinates		STATION
	NORTH (Y)	EAST (X)	
POB (PC)	4082309.12	5774082.37	STA. 46+65.29
PI	4082147.46	5774097.47	STA. 48+27.65
PT	4081987.61	5774069.07	STA. 49+88.05
PC	4081933.93	5774059.53	STA. 50+42.56
PI	4081830.11	5774041.08	STA. 51+48.01
POE (PT)	4081743.84	5773980.44	STA. 52+50.09

**Begin Project**  
Sta 48+29.53  
N 4082145.055  
E 5774086.421

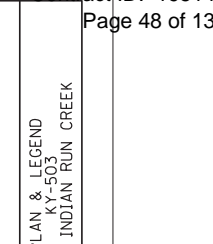
**Begin Approach Pavement**  
Sta 48+48.67  
N 4082145.055  
E 5774086.421

**End Approach Pavement**  
Sta 51+60.94  
N 4081803.108  
E 5774015.959

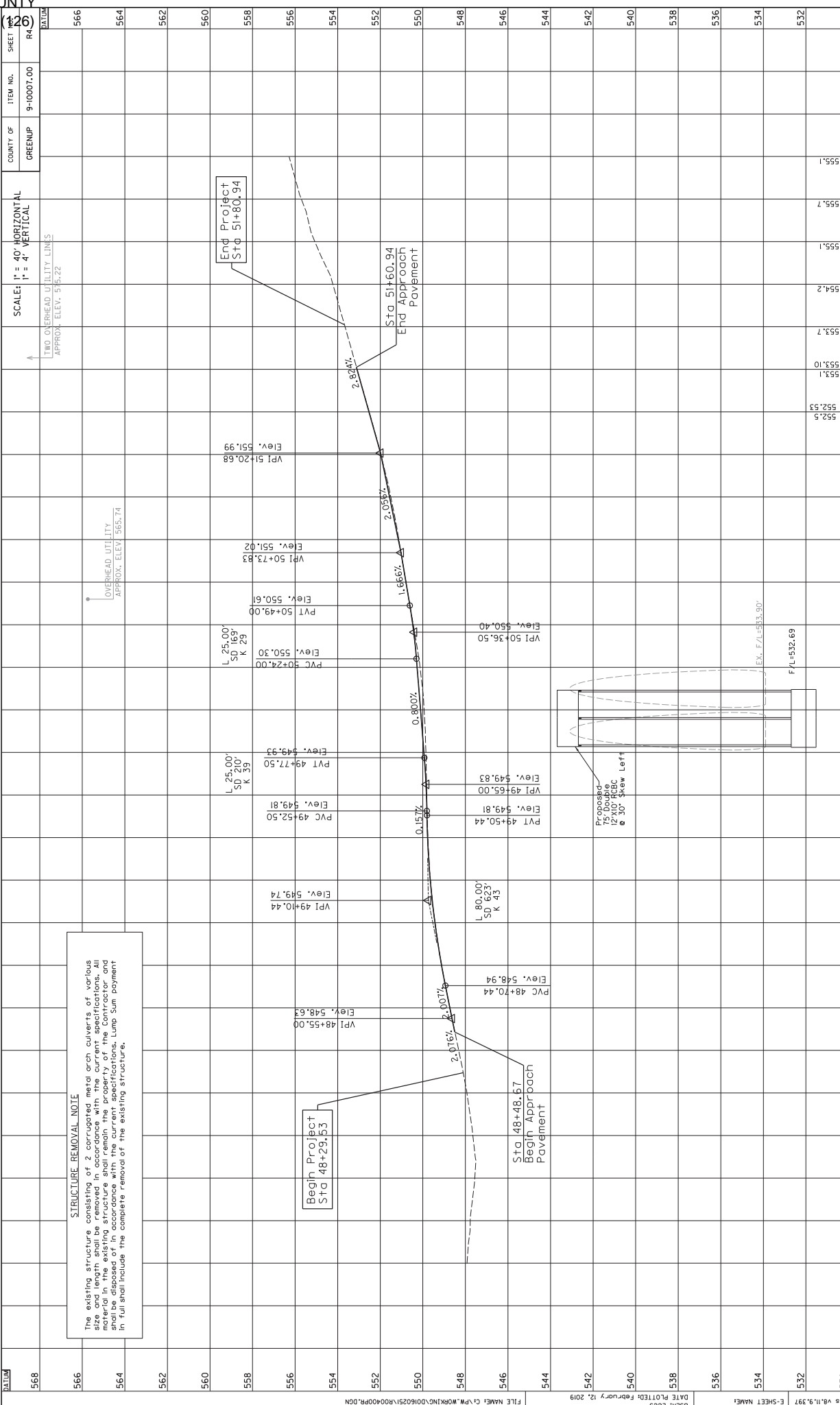
**Begin Project**  
Sta 48+29.53  
N 4082145.055  
E 5774086.421

**Centerline Coordinate Data**

**End Approach Pavement**  
Sta 51+60.94  
N 4081803.108  
E 5774015.959



**PLAN & LEGEND**  
KY-503  
OVER INDIAN RUN CREEK



**STRUCTURE REMOVAL NOISE**

The existing structure, consisting of 2 corrugated metal arch culverts of various sizes, shall be removed. The contractor shall remain the property of the Contractor and shall be disposed of in accordance with the current specifications. Lump Sum payment in full shall include the complete removal of the existing structure.

STATION	ELEVATION	ITEM NO.	COUNTY OF	HORIZONTAL	VERTICAL	SCALE:
558	551.99	9-10007.00	GREENUP	1" = 40'	1" = 4'	TWO OVERHEAD UTILITY LINES APPROX. ELEV. 515.22
556	551.02					
554	550.61					
552	550.47					
550	550.27					
548	550.11					
546	549.95					
544	549.78					
542	549.63					
540	549.43					
538	549.12					
536	548.73					
534	548.33					
532	547.9					
530	547.8					

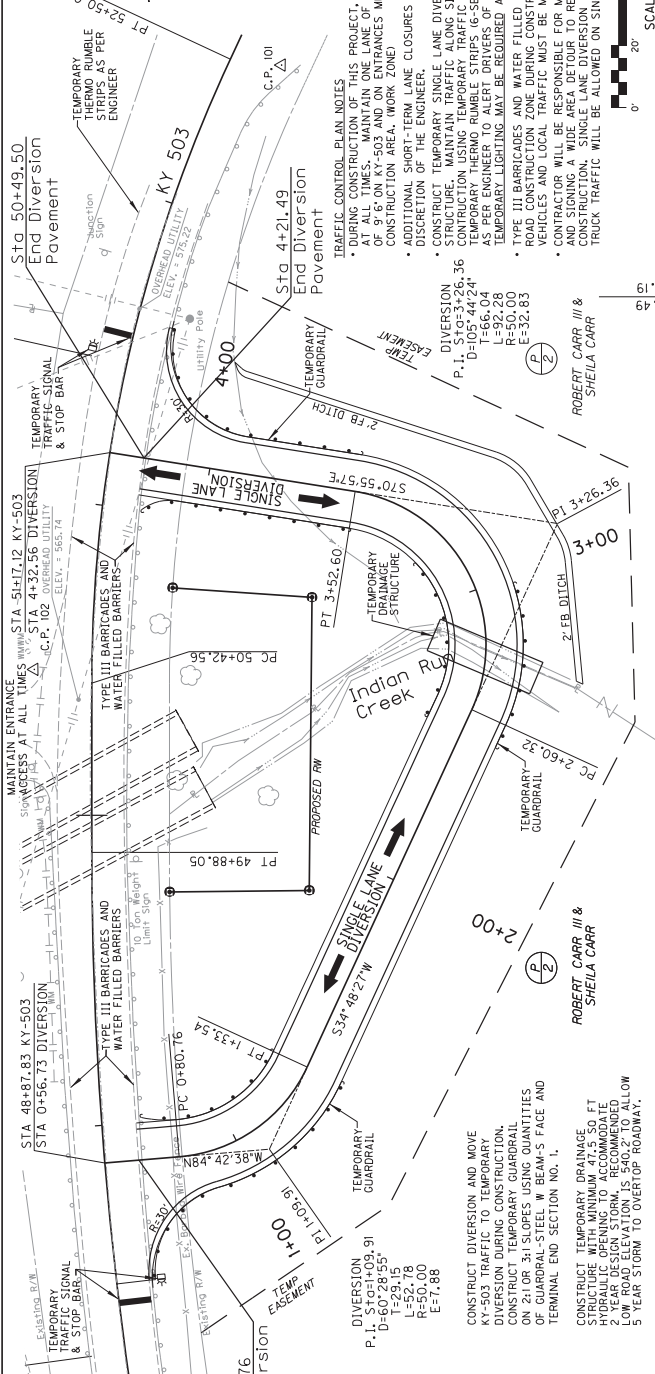
PREPARED BY:

BRIDGING KENTUCKY

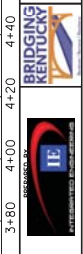
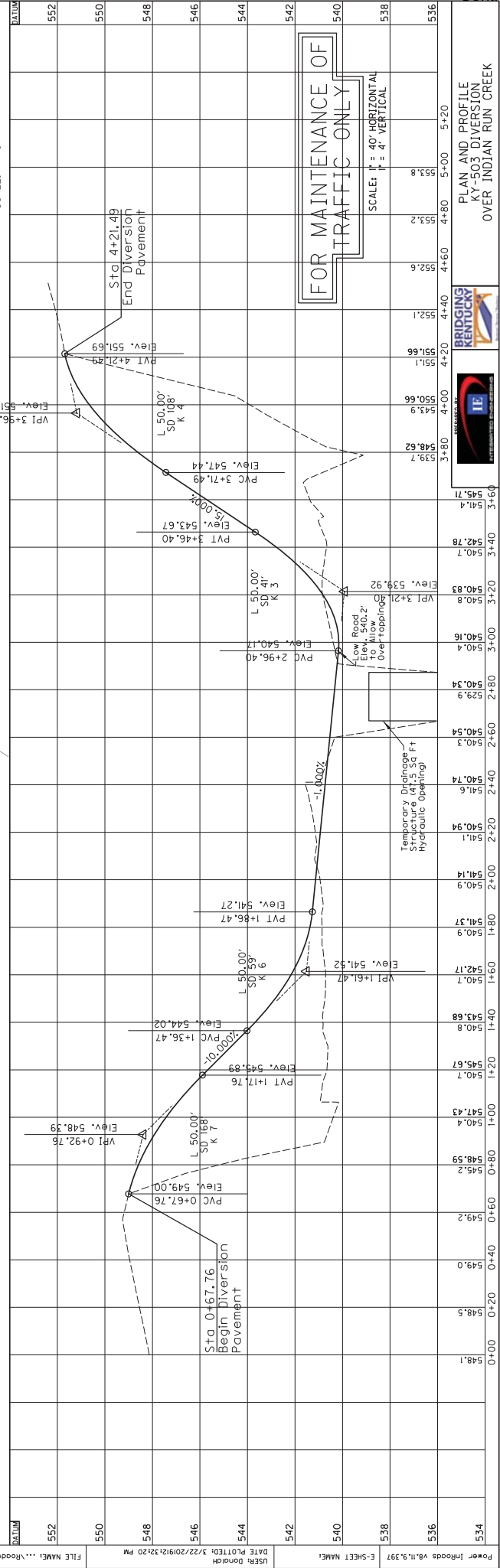
PROFILE KY-503 OVER INDIAN RUN CREEK

Power InRoads v8.11.5.397 E-SHEET NAME: DATE PLOTTED: February 12, 2019 USER: Lees FILE NAME: C:\PM\WORK\INC\0162025\80040PR.0CN

COUNTY OF	ITEM NO.	SHEET
GREENUP	9-10007.00	RS



POINT	State Plane Coordinates		STATION
	NORTH (Y)	EAST (X)	
P0B	4082086.90	5774082.46	STA. 0+56.73
PC	4082089.11	5774058.53	STA. 0+80.76
PI	4082091.80	5774029.51	STA. 1+09.91
PT	4082067.86	5774012.87	STA. 1+33.54
PC	4081983.77	5773940.50	STA. 2+60.32
PI	4081909.55	5773902.80	STA. 3+26.36
PT	4081887.97	5773965.22	STA. 3+52.60
P0E	4081861.85	5774040.79	STA. 4+32.56



BRIDGING KENTUCKY

I.E. ENGINEERING

PLAN AND PROFILE  
KY-503 DIVERSION  
OVER INDIAN RUN CREEK

**General Notes**

**Utilities:** The contractor shall be responsible for locating any and all existing utilities prior to excavation of material or installation of guardrail or other construction activities that may involve utilities (overhead or underground).

**Verifying Field Conditions:** The contractor shall field verify all dimensions before ordering material. New material that is unsuitable because of variations in the existing structure shall be replaced at the contractor's expense.

**Construction Joints:** Vertical construction joints shall be located in the field, except that no construction joint shall be located in the barrel within six (6) feet of the culvert ends.

**Flowline Reinforcement:** A paved inlet and outlet will be required for this structure. Construct the six (6) inch thick flowline and paved inlet/outlet using #4 bars at 18" centers in each direction or an equivalent area of welded deformed steel fabric. Extend the bars a minimum of twelve (12) inches into wing footings and/or the bottom slab. The cost of reinforcement shall be incidental to the unit price bid for Class 'X' concrete.

**Culverts with Yielding Foundations:** For the purpose of maintaining uniform yielding conditions, any boulders, bedrock, or soft soil materials encountered within two feet of the bottom of footing elevation (culvert and wingwall) shall be over-excavated and the resulting excavation backfilled with properly compacted sand or gravel. The sand or gravel shall be placed in layers not exceeding 12 inches in thickness and shall be compacted to a minimum dry density, as determined by standard Proctor testing. The moisture content of the backfill material should not vary by more than 2 percent of the soils optimum moisture content. See Section 206 of the Standard Specifications. Payment for backfilling shall be included in the lump sum bid for Foundation Preparation.

In the event, loose and/or water-softened soils are encountered following foundation excavation, such soils should be under-cut a minimum of 2.5 feet below the bottom of footing elevation. The resulting excavated area should be stabilized with compacted granular embankment according to Section 805 of the current Kentucky Department Highways Standard Specifications for Road and Bridge Construction. Likewise, if boulders or other unsuitable bearing materials are encountered during excavation, undercutting of such materials and backfilling with compacted granular embankment or properly compacted on site soil material will be necessary in order to provide uniform bearing conditions beneath the culvert.

**Footing Pressure:** Foundation materials for the barrel and wing footings shall resist a maximum factored bearing pressure of 1,490 psf.

**Specifications:** References to the specifications are to the current edition of the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction including any current supplemental specifications. All references to the AASHTO specifications are to the AASHTO LRFD Bridge Design Specifications, 8th edition with Interims.

**Design Load:** This structure is designed for K16+H93 live load, (i.e., 1.25x AASHTO HL93 live load).

**Design Method:** All reinforced concrete members are designed to be equivalent or greater than the load and resistance factor design method as specified in the current AASHTO Specifications.

**Materials Design Specifications:**  
For Class 'X' Reinforced Concrete  $f'_c = 3500$  psi  
For Steel Reinforcement  $f_y = 60000$  psi

**Material Specifications:** AASHTO Specifications or ASTM, current edition, as designated below shall govern the materials furnished.

AASHTO M-31 Deformed and Plain Billet-Steel for Concrete Reinforcement, Grade 60

**Weight of Fill Material:** The assumed weight of fill material is 120 lbs per cubic foot.

**Concrete:** Class 'X' concrete is to be used in throughout the structure.

**Concrete Coating:** Concrete Coating is not required for this structure.

**Construction Note:** Sheeting, shoring, cofferdams, and/or dewatering methods may be required for construction of this culvert. Include all costs in the price bid for Foundation Preparation.

**Dimensions:** Dimensions are for a normal temperature of 60 degrees Fahrenheit. Layout dimensions are horizontal dimensions.

**Reinforcement:** Dimensions shown from the face of concrete to bars are to center of bars unless otherwise shown. Spacing of bars is from center to center of bars. Any reinforcing bars designated by suffix 'e' in the plans shall be epoxy coated in accordance with section 811.0 of the Standard Specifications. Any reinforcing bars designated by suffix 's' in a Bill of Reinforcement shall be considered a stirrup for purposes of bend diameters.

**Construction Identification:** The names of the Prime Contractor and the Sub-Contractor shall be imprinted in the concrete with inch letters at a location designated by the engineer. The contractor shall furnish all plans, equipment and labor necessary to do the work for which no direct payment will be made.

**Beveled Edges:** All exposed edges shall be beveled  $\frac{1}{4}$ , unless otherwise shown.


**Foundation Preparation:** Foundation Preparation shall be in accordance with Section 603 of the Specifications.

**Slope Protection:** Slope Protection at Wing I shall be dry cyclopean stone riprap in accordance with the plans and specifications. Geotextile Fabric, Type I shall be placed between the embankment and the slope protection in accordance with Standard Specifications 214 and 843. Payment for Geotextile Fabric, Type I, shall be considered incidental to the unit price bid for Dry Cyclopean Stone Riprap.

**Completion of the Structure:** The contractor is required to complete the structure in accordance with the plans and specifications. Material, labor, or construction operations not otherwise specified, are to be included in the bid item most appropriate to the work involved. This may include cofferdams, shoring, excavations, backfilling, labor, or anything else required to complete the structure.

**Shop Drawings:** Fabricators shall submit all required shop plans, by e-mail, to the design engineer for review. These submissions shall depict the entire plan in pdf format, either 11 x 17 or 22 x 36 sheets. Designers will make review comments on these electronic submissions as needed and return them to the fabricator. Upon reconciliation of the designer's comments, files shall be returned to the designer. Each sheet will be electronically stamped by the designer and plans will be forwarded to the Construction Management Team for distribution. Only plans submitted directly to the Construction Management Team will be distributed, and only plans electronically stamped 'Distributed by Construction Management Team' are to be used for fabrication. While this process does not require the submission of paper copies, Construction Management Team reserves the right to require such copies on a case by case basis.

When any changes in the design plans are proposed by the fabricator or supplier, the shop drawings reflecting these changes shall be submitted to the consultant through the contractor.

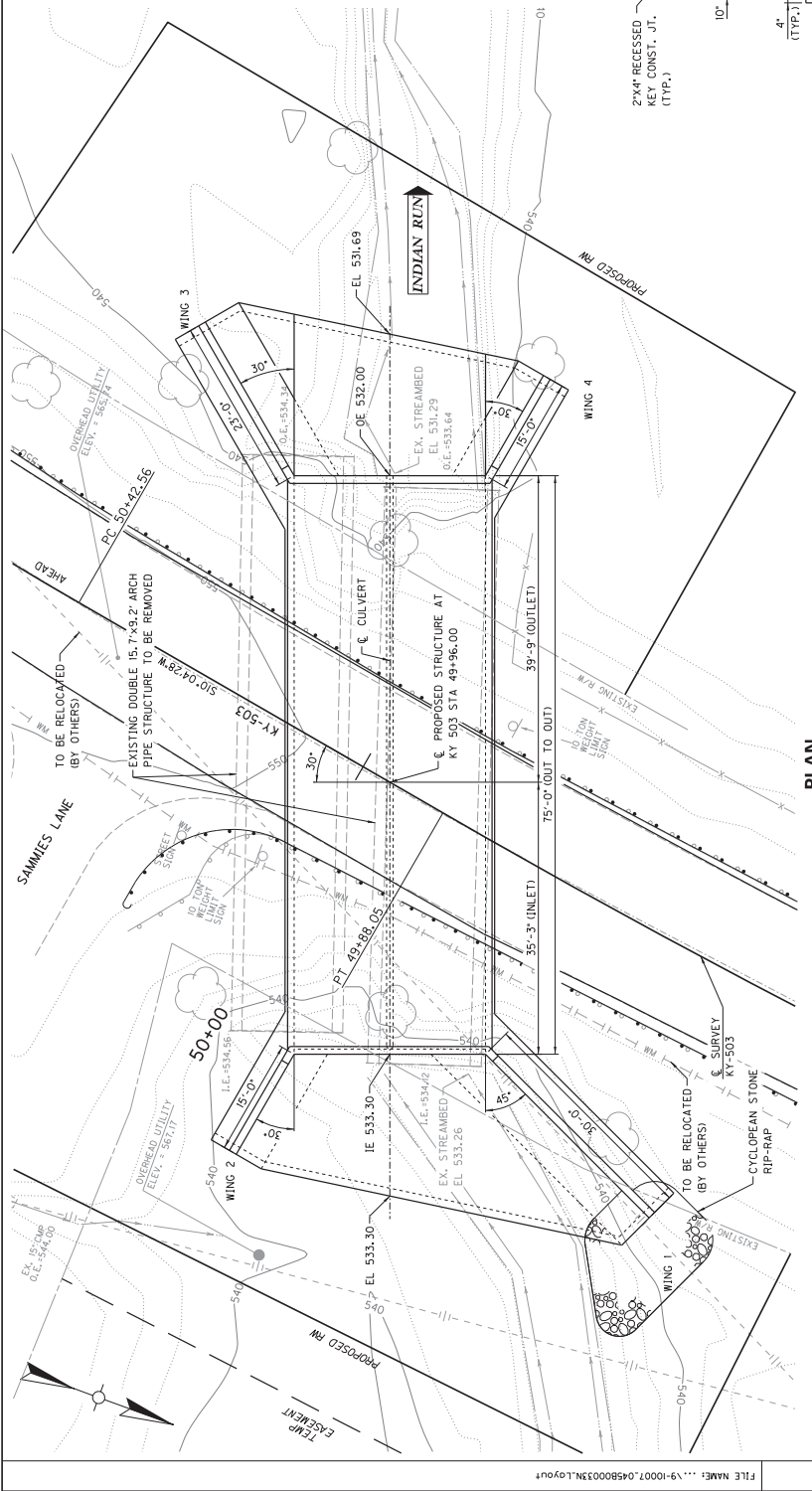
DATE	REVISION	DATE
DESIGNED BY: L. SEWELL	CHECKED BY:	
DETAILED BY: L. SEWELL	B. DRECKMAN	
<b>Commonwealth of Kentucky</b> <b>DEPARTMENT OF HIGHWAYS</b>		
<b>GREENUP COUNTY</b> <b>INDIAN RUN CREEK</b>		
<b>GENERAL NOTES</b>		
PREPARED BY: 		
SHEET NO. <b>27962</b> TOTAL SHEETS <b>27962</b>		

ITEM NUMBER	9-10007.00
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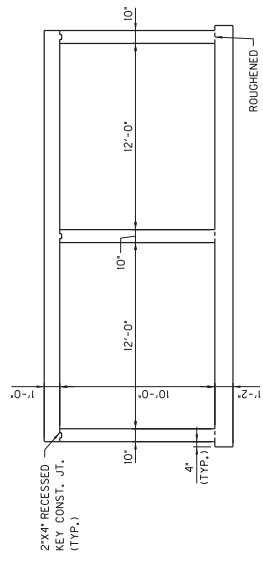
USFR: Bend	DATE PLOTTED: 3/22/2019 10:45 PM	FILE NAME: ...9-10007.00-0500333M-General No.65.dgn
E-SHEET NAME:		
Power InRoads v8.11.9.197		

**HORIZONTAL CURVE INFO**

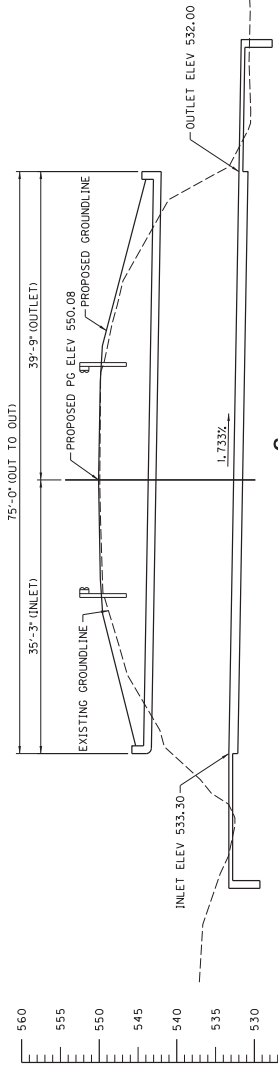
P.L. STA= 48+27.65  
N= 408130.11  
E= 577404.08  
Δ= 15°24'38.42" Right  
L= 327.76'  
R= 475.00'  
E= 11.56'  
e= Match Existing



**PLAN**



**TYPICAL SECTION**



**SECTION ALONG C OF CULVERT**

DOUBLE 12'-0" X 10'-0" X 75'-0" R.C.B.C.  
35'-3" INLET END AND 39'-9" OUTLET END  
30° SKEW LEFT, KYHL-93 LOADING  
YIELDING FOUNDATION, 6'-7" MAX. FILL

DATE	REVISION	CHECKED BY
MAY 24, 2019		L. SEWELL
DESIGNED BY: B. DRECKMAN		L. SEWELL
DETAILED BY: B. DRECKMAN		L. SEWELL

Commonwealth of Kentucky  
DEPARTMENT OF HIGHWAYS

ROUTE KY-503

CROSSING INDIAN RUN CREEK

LAYOUT

PREPARED BY  
IE



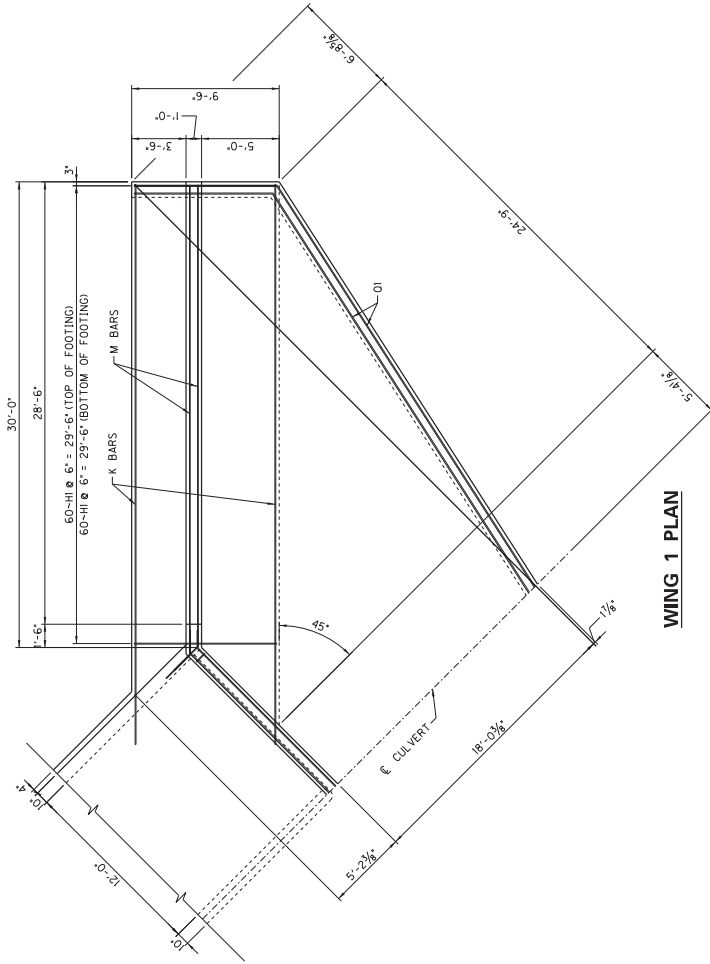
SHEET NO. 52  
PROJECT NO. 27962

ITEM NUMBER

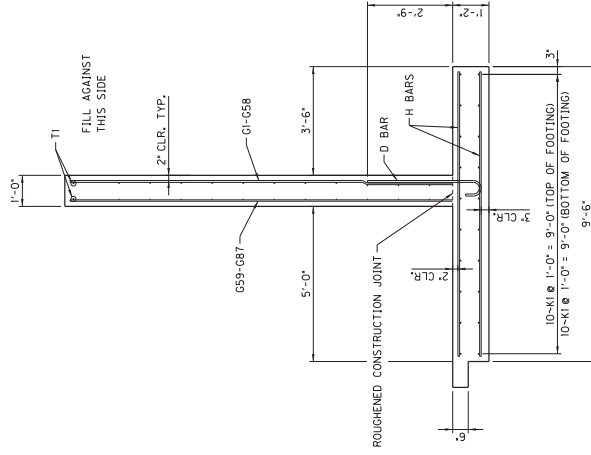
9-10007.00



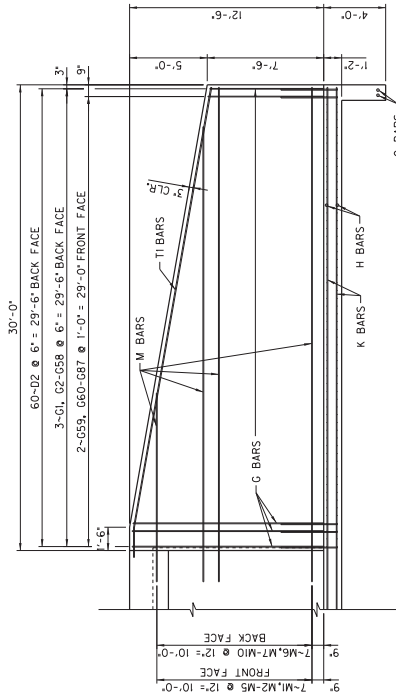




**WING 1 PLAN**



**WING 1 SECTION**



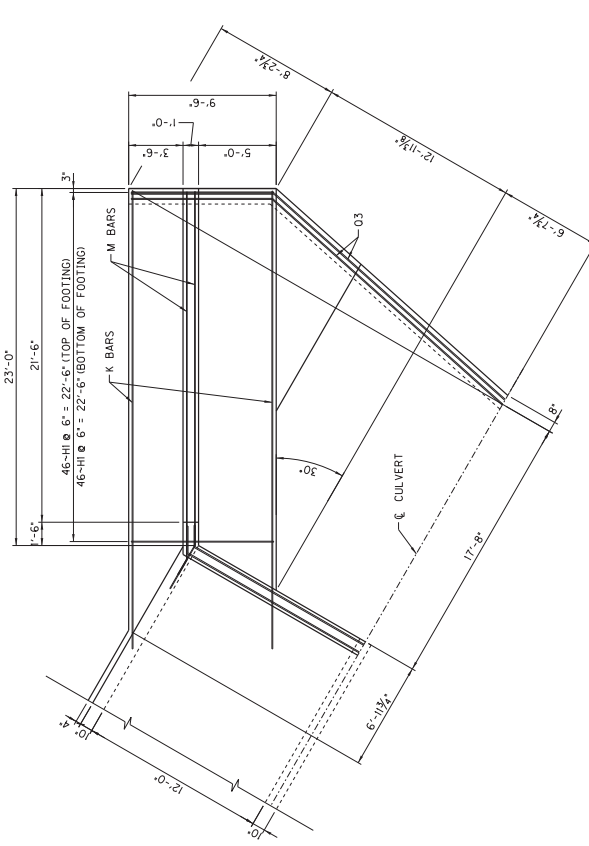
**WING 1 ELEVATION**

REVISION	DATE	CHECKED BY
	MAY 24, 2019	B. DRECKMAN
		B. DRECKMAN
DESIGNED BY: L. SEWELL		
DETAILED BY: L. SEWELL		
<b>Commonwealth of Kentucky</b> DEPARTMENT OF HIGHWAYS		
COUNTY: <b>GREENUP</b> CROSSING: <b>INDIAN RUN CREEK</b>		
ROUTE: <b>KY-503</b> <b>WING DETAILS (1 OF 3)</b>		
PREPARED BY: <b>IE</b>		
SHEET NO. <b>27962</b>		

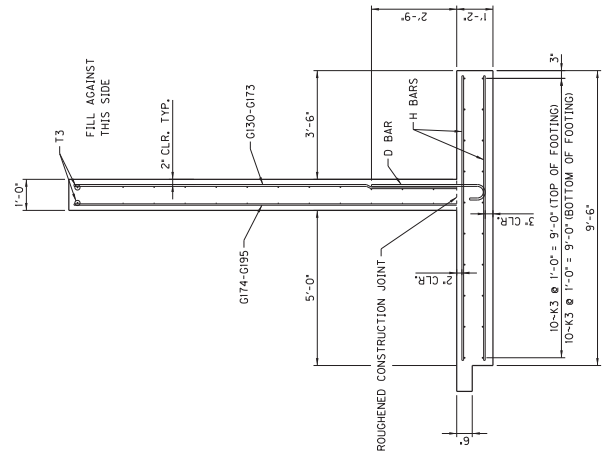
ITEM NUMBER	9-10007.00
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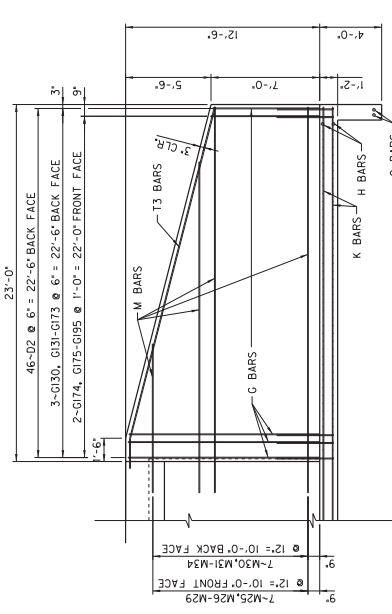




WING 3 PLAN



WING 3 SECTION



WING 3 ELEVATION

REVISION	DATE	CHECKED BY
	MAY 24, 2019	B. DRECKMAN
		B. DRECKMAN
		B. DRECKMAN
<b>Commonwealth of Kentucky</b> DEPARTMENT OF HIGHWAYS		
<b>GREENUP COUNTY</b> CROSSING INDIAN RUN CREEK		
ROUTE KY-503 <b>WING DETAILS (3 OF 3)</b>		
PREPARED BY:		
SHEET NO. <b>27962</b> BRIDGING KENTUCKY		

ITEM NUMBER	9-10007.00
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**SPECIAL NOTE FOR CONTRACT COMPLETION DATE AND  
LIQUIDATED DAMAGES ON BRIDGE REPAIR CONTRACTS**

09-10007.00 Greenup 045B00033N

**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 75 calendar days once the bridge is closed and traffic is on the diversion 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.

Maintenance of the diversion must be completed within 24 hours for items that do not adversely affect traffic. In the event of a washout, and access is no longer maintained, the contractor has 4 hours to reopen the roadway to traffic. Failure to meet either the 24 hour requirement or the 4 hour requirement will result in Liquidated Damages being charged at a rate of \$750 per hour beyond the required time specified, once notified. Re-grading of the diversion will be incidental to maintain and control traffic, however additional material if deemed necessary by the Engineer will be paid as specified in the contract.

***SPECIAL NOTE***

**Tree Clearing Restriction**

**Greenup County**

**Item No. 9-10007.00**

**Bridge No. 045B00033N**

DUE TO THE RECOVEREY PLAN FOR ENDANGERED BATS, NO TREE  
CLEARING IS PERMITTED FROM JUNE 1 THROUGH JULY 31.

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

### **Special Note for Bridge Demolition, Renovation and Asbestos Abatement**

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

To: Tom Springer, QK4, Inc.

Date: January 18, 2019

Conducted By: Russell Brooks, LFI, Inc.  
Kentucky Accredited Asbestos Inspector #118-06-9270

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### Project and Structure Identification

Project: Greenup County: Item No. 9-10007

Structure ID: #045B00033N

Structure Location: Ky-503 Over Indian Run Creek, Greenup County, Kentucky

Sample Description: No suspect asbestos containing (ACM) were observed

Inspection Date: January 17, 2019

### Results and Recommendations

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

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

No suspect asbestos containing (ACM) were observed.

**Commonwealth of Kentucky**  
**Department for Environmental Protection**  
**Division for Air Quality**

**Russell Henry Brooks**

*Has met the requirements of 401 KAR 58.005 and is accredited as an:*

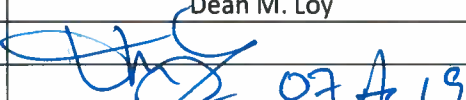
**Asbestos  
Inspector**

Accreditation Number: **118-06-9270**

Issue Date: **6/12/2018**

Expiration Date: **6/5/2019**

	KENTUCKY TRANSPORTATION CABINET Department of Highways DIVISION OF RIGHT OF WAY & UTILITIES <b>RIGHT OF WAY CERTIFICATION</b>	TC 62-226 Rev. 01/2016 Page 1 of 1
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<input checked="" type="checkbox"/>	<b>Original</b>	<input type="checkbox"/>	<b>Re-Certification</b>	<b>RIGHT OF WAY CERTIFICATION</b>			
<b>ITEM #</b>		<b>COUNTY</b>		<b>PROJECT # (STATE)</b>		<b>PROJECT # (FEDERAL)</b>	
09-10007		Greenup		1100 FD04 121 9414001R			
<b>PROJECT DESCRIPTION</b>							
Bridging Kentucky - 045B00033N - KY 503 over Indian Run Creek (replacement)							
<input type="checkbox"/> <b>No Additional Right of Way Required</b>							
Construction will be within the limits of the existing right of way. The right of way was acquired in accordance to FHWA regulations under the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, as amended. No additional right of way or relocation assistance were required for this project.							
<input checked="" type="checkbox"/> <b>Condition # 1 (Additional Right of Way Required and Cleared)</b>							
All necessary right of way, including control of access rights when applicable, have been acquired including legal and physical possession. Trial or appeal of cases may be pending in court but legal possession has been obtained. There may be some improvements remaining on the right-of-way, but all occupants have vacated the lands and improvements, and KYTC has physical possession and the rights to remove, salvage, or demolish all improvements and enter on all land. Just Compensation has been paid or deposited with the court. All relocations have been relocated to decent, safe, and sanitary housing or that KYTC has made available to displaced persons adequate replacement housing in accordance with the provisions of the current FHWA directive.							
<input type="checkbox"/> <b>Condition # 2 (Additional Right of Way Required with Exception)</b>							
The right of way has not been fully acquired, the right to occupy and to use all rights-of-way required for the proper execution of the project has been acquired. Some parcels may be pending in court and on other parcels full legal possession has not been obtained, but right of entry has been obtained, the occupants of all lands and improvements have vacated, and KYTC has physical possession and right to remove, salvage, or demolish all improvements. Just Compensation has been paid or deposited with the court for most parcels. Just Compensation for all pending parcels will be paid or deposited with the court prior to AWARD of construction contract							
<input type="checkbox"/> <b>Condition # 3 (Additional Right of Way Required with Exception)</b>							
The acquisition or right of occupancy and use of a few remaining parcels are not complete and/or some parcels still have occupants. All remaining occupants have had replacement housing made available to them in accordance with 49 CFR 24.204. KYTC is hereby requesting authorization to advertise this project for bids and to proceed with bid letting even though the necessary right of way will not be fully acquired, and/or some occupants will not be relocated, and/or the just compensation will not be paid or deposited with the court for some parcels until after bid letting. KYTC will fully meet all the requirements outlined in 23 CFR 635.309(c)(3) and 49 CFR 24.102(j) and will expedite completion of all acquisitions, relocations, and full payments after bid letting and prior to AWARD of the construction contract or force account construction.							
Total Number of Parcels on Project		3	<b>EXCEPTION (S) Parcel #</b>		<b>ANTICIPATED DATE OF POSSESSION WITH EXPLANATION</b>		
<b>Number of Parcels That Have Been Acquired</b>							
Signed Deed		2					
Condemnation		0					
Signed ROE		1					
<b>Notes/ Comments (Use Additional Sheet if necessary)</b> Acquisition complete							
<b>LPA RW Project Manager</b>				<b>Right of Way Supervisor</b>			
Printed Name				Printed Name		Mark Askin, PE	
Signature				Signature		Mark Askin <small>Digitally signed by Mark Askin Date: 2019.08.02 16:10:53 -04'00'</small>	
Date				Date		08/05/19	
<b>Right of Way Director</b>				<b>FHWA</b>			
Printed Name		Dean M. Loy		Printed Name			
Signature				Signature			
Date		07 Aug 19		Date			



## UTILITIES AND RAIL CERTIFICATION NOTE

**Greenup County**  
**Mile point: 5.328 TO 5.336**  
**ADDRESS DEFICIENCIES OF KY-503 BRIDGE OVER INDIAN RUN CREEK. (045B00033N)**  
**ITEM NUMBER: 09-10007.00**

### 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

**Greenup County**  
**Mile point: 5.328 TO 5.336**  
**ADDRESS DEFICIENCIES OF KY-503 BRIDGE OVER INDIAN RUN CREEK. (045B00033N)**  
**ITEM NUMBER: 09-10007.00**

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

**\*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**

Spectrum Communications will relocate the overhead communication line at the bridge location. This relocation is expected to occur prior to July 31, 2019. Contractor shall coordinate as needed with Spectrum for updates on this relocation.

The water line, owned by the City of Greenup, will be relocated by others prior to construction. Contractor shall coordinate as needed with the City of Greenup for updates on this relocation.

**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

**Greenup County**  
**Mile point: 5.328 TO 5.336**  
**ADDRESS DEFICIENCIES OF KY-503 BRIDGE OVER INDIAN RUN CREEK. (045B00033N)**  
**ITEM NUMBER: 09-10007.00**

### AREA FACILITY OWNER CONTACT LIST

Facility Owner	Address	Contact Name	Phone	Email
American Electric Power - Electric	23000 Highway 23 Hazard, KY 41701	Bill Johnson	6064373823	<a href="mailto:wmjohnson@aep.com">wmjohnson@aep.com</a>
City of Greenup - Water	1005 Walnut Street Greenup KY 41144	Roger Harris	6065472810	<a href="mailto:Firefighter_harris@yahoo.com">Firefighter_harris@yahoo.com</a>
Spectrum - Communication		Mark Harlow	8596264899	<a href="mailto:Mark.harlow@charter.com">Mark.harlow@charter.com</a>

Kentucky Transportation  
Cabinet Project:

# ***N O T I C E***

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**DEPARTMENT OF THE ARMY**

**CORPS OF ENGINEERS**

**NATIONWIDE SECTION 404 PERMIT AUTHORIZATION**

**DEPARTMENT FOR ENVIRONMENTAL PROTECTION**

**KENTUCKY DIVISION OF WATER**

**SECTION 401 WATER QUALITY CERTIFICATION**

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**PROJECT DESCRIPTION: Bridge Replacement**  
**KY 503 over Indian Run Creek**  
**Greenup County, KY**  
**KYTC Item No. 9-10007**

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The Sections 404 and 401 activities for this project have previously been permitted under the authority of the Department of the Army, Section 404 Nationwide Permit Number 3, *Maintenance Projects* (with additional *Kentucky Regional General Conditions*), and the Kentucky Division of Water, Section 401 General Water Quality Certification. For these authorized permits to be valid, the attached conditions must be followed. The contractor shall post a copy of this Nationwide Permit Number 3 and General Water Quality Certification in a conspicuous location at the project site, with unencumbered public access, for the duration of construction and comply with the general conditions required.

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Kentucky Transportation  
Cabinet Project:

### Locations Impacting Water Quality

Station-Location	Description
Bridge ID: <b>045B00033N</b>	<b>Bridge 045B00033N (KY 503 over Indian Run Creek)</b> replacement project will entail complete removal of the existing structure consisting of 2 corrugated metal arch culverts and construction of a new bridge without load restrictions and with a design life of at least 75 years. The project will replace the structure 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 but limited to the direct vicinity of the bridge. The bridge will be closed to traffic during construction and traffic will use an on-site diversion. Right-of-way and temporary easements will be needed. The project will not result in the loss of greater than 0.1 acre of waters of the U.S.; will not result in loss greater than 300 feet of ephemeral, intermittent, or perennial stream; and will not discharge to a special aquatic site.

This project involves work near and/or within Jurisdictional Waters of the United States as defined by the U. S. Army Corps of Engineers; therefore, requiring a Nationwide Number 3 General Section 404 permit. The Division of Water conditionally certified this General Permit. Importantly, one of those conditions regards the use of heavy equipment in any stream channel, or streambed. If there is need to cross the stream channel with heavy equipment, or conduct work within the stream channel, a work platform or temporary crossing, is authorized. This should be constructed with clean rock and sufficient pipe to allow stream flow to continue, unimpeded (refer to the attached standard drawing for low-water crossings at end of the document). Other conditions may be found under the heading, *General Certification—Nationwide Permit # 3 Maintenance Projects*.

In order for this authorization to be valid, the attached conditions must be followed. The contractor shall post a copy of this Nationwide Permit Number 3 Approval in a conspicuous location at the project site, for the duration of the construction, and comply with the general conditions as required.

To more readily expedite construction, the contractor may elect to alter the design, or perform the work in a manner different from what was originally proposed and specified. Prior to commencing such alternative work, the contractor shall obtain written permission from the Division of Construction and the Kentucky Transportation Cabinet, Division of Environmental Analysis. If such changes necessitate further permitting, then the contractor will be responsible for applying to the U. S. Army Corps of Engineers and the Kentucky Division of Water. A copy of any request to the Corps of Engineers or Division of Water to alter this proposal and subsequent responses shall be forwarded to the Division of Environmental Analysis, DA Permit Coordinator, for office records and for informational purposes.

## Report of Geotechnical Exploration

045B00033N  
Bridge over Indian Run Creek  
Greenup County, Kentucky



Prepared by:  
Stantec Consulting Services Inc.  
Lexington, Kentucky

March 11, 2019



**Stantec Consulting Services Inc.**  
3052 Beaumont Centre Circle, Lexington KY 40513-1703

March 11, 2019  
File: rpt\_001\_let\_178568003

**Attention: Mr. Brian Meade, PE**  
Bridging Kentucky Area 4 Team Lead  
AECOM  
Suite 1600  
Louisville, Kentucky 40202

**Reference: Report of Geotechnical Exploration  
045B00033N  
Bridge over Indian Run Creek  
Greenup County, Kentucky**

Dear Mr. Meade,

Stantec Consulting Services Inc. (Stantec) is submitting the geotechnical engineering report for the referenced structure with this letter. This report presents results of the field exploration along with our recommendations for the design and construction for the referenced bridge. As always, we enjoy working with your staff and if we can be of further assistance, please contact our office.

Sincerely,

**STANTEC CONSULTING SERVICES INC.**

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/rws

## REPORT OF GEOTECHNICAL EXPLORATION

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## REPORT OF GEOTECHNICAL EXPLORATION

Introduction  
March 11, 2019

### 1.0 INTRODUCTION

The Kentucky Transportation Cabinet (KYTC) has initiated the Bridging Kentucky program. The purpose of the program is to rehabilitate or replace over 1,000 bridges across the state. Bridges that have been identified to be a part of the program are structures that because of their deteriorating conditions and resulting low load ratings are limiting the movement of people and freight across the state.

This report addresses the geotechnical considerations for Bridge 045B00033N, Bridge over Indian Run Creek which is in Greenup County, Kentucky. It is our understanding that a culvert system (3-sided precast culvert or RCBC) is also being considered at this location. The structure location is presented on Figure 1 below.

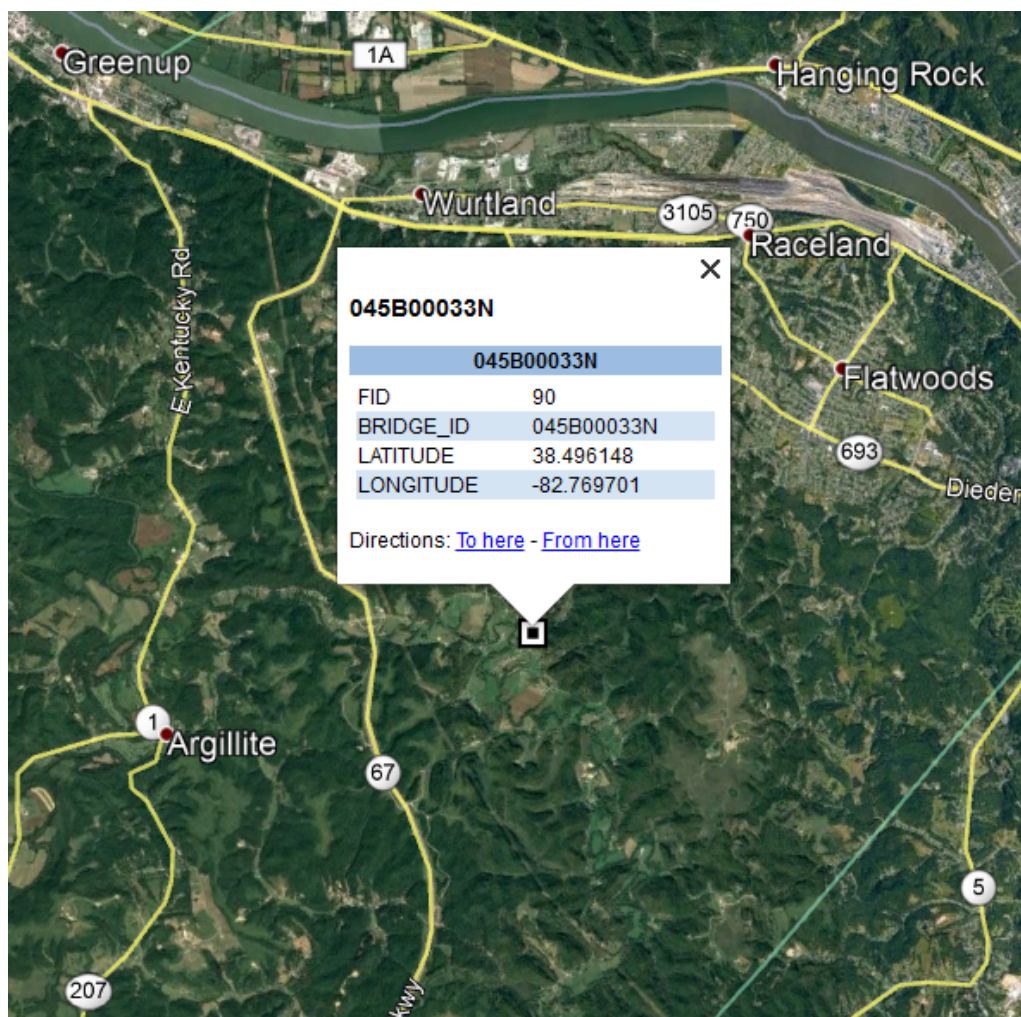


Figure 1. Google Image Showing Project Site.

## REPORT OF GEOTECHNICAL EXPLORATION

Site Topography and Geologic Conditions  
March 11, 2019

### 2.0 SITE TOPOGRAPHY AND GEOLOGIC CONDITIONS

The project site is situated on the Geologic Map of the Argillite Quadrangle, Kentucky (GQ-175). Based on the review of this geologic map, the project is underlain by alluvium. The alluvium consists of silt, sand, gravel and clay; buff to gray. Based on the mapping, the alluvial deposits vary in thickness up to approximately 40 feet.

The Breathitt Formation, of the Lower and Middle Pennsylvanian geologic period, underlies the alluvium. The Breathitt Formation consists of cyclic sequences of sandstone, shale, siltstone and coal. The sandstone is buff to gray, fine grained and thin bedded. The shale is tan to gray, locally sandy. The siltstone is gray to dark-gray, locally carbonaceous. Coal is bituminous and banded.

No other detrimental geologic features are noted by the available mapping within the immediate vicinity of the proposed roadway.

### 3.0 FIELD INVESTIGATION

A geotechnical exploration was conducted in January 2019 which consisted of one subsurface boring, designated herein as 045B00033N-1. The boring location and surface elevation were obtained by others on the Bridging Kentucky TEAM and are presented in Appendix A. Table 1 provides a summary of the location, elevation, and depth of the boring drilled for the proposed bridge.

**Table 1. Bridge over Indian Run Creek – Summary of Boring**

Hole No.	Latitude	Longitude	Surface Elevation (ft.) MSL	Top of Rock/Refusal		Begin Core		Bottom of Hole	
				Depth (ft.)	Elevation (ft.) MSL	Depth (ft.)	Elevation (ft.) MSL	Depth (ft.)	Elevation (ft.) MSL
045B00033N-1	38.496064	-82.769633	548.2	48.5	499.7	48.5	499.7	63.0	485.2

The drill crew operated a truck-mounted drill rig equipped with hollow-stem and flight augers as well as wire line coring tools. The field personnel generally performed soil sampling at five-foot intervals of depth to obtain in situ strength data and specimens for subsequent laboratory strength and/or classification testing. Standard penetration testing (SPT) was conducted at the boring location.

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Subsurface Conditions  
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### 4.0 SUBSURFACE CONDITIONS

In general, the subsurface materials observed in the sample boring consist primarily of brown clayey sand with varying amounts of gravel that was very loose to loose overlying gray, stiff silty clay. Standard penetration test blowcounts (N) in soil material ranged from 2 to 14 blows per foot. The soil thickness encountered was found to be 48.5 feet at the bridge location.

Bedrock was encountered at Elevation of 499.7 feet at the site. Bedrock specimens recovered from coring operations consist of sandstone, shale and siltstone. The sandstone is gray, medium to coarse grained and thin bedded. The shale is described as being medium gray and laminated. The siltstone is described as medium gray, sandy and laminated. A detailed log of the boring is presented in Appendix B.

Observation wells were not installed. Groundwater can be expected to be encountered at the level of Indian Run Creek. Groundwater levels and/or conditions may vary considerably, with time, according to the prevailing climate, rainfall or other factors.

### 5.0 LABORATORY TESTING AND RESULTS

Stantec performed laboratory testing on soil samples from the borings. All laboratory tests were performed in accordance with the applicable AASHTO or Kentucky Methods soil and rock testing specifications. Laboratory testing consisted of natural moisture content, grain size-sieve analyses (silt plus clay determinations), and soil classification index testing.

The SPT soil samples tested classify as SC and CL-ML according to USCS and A-6 and A-4 on the AASHTO classification system. Results of the laboratory testing are also presented in Appendix C.

### 6.0 ENGINEERING ANALYSES

#### 6.1 GENERAL

This project will consist of replacing the existing double CMP's. No significant grading efforts are planned, as such, embankment stability or settlement analyses have been not performed. Any grading requirements or material placement that may be needed should be placed at 2H:1V slopes or flatter.

## REPORT OF GEOTECHNICAL EXPLORATION

Engineering Analyses  
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### 6.2 STEEL H-PILE ANALYSES

#### 6.2.1 Pile Capacity

Based upon depths to top of rock, steel H-piles driven to bedrock could be used. As noted in Sections 3 and 4 of this report, existing foundation soils at the end bent locations are approximately 48.5 feet. Due to the nature of the soil deposits and the subsurface conditions observed at the site, an axial resistance factor ( $\phi_c$ ) of 0.6 is recommended for good driving conditions as outlined in Section 6.5.4.2 of the current LRFD Design Specifications. Using  $\phi_c = 0.6$ , the estimated total factored axial resistance for 12x53 H-piles is 465.0 kips.

#### 6.2.2 Hammer Energy

Static pile analyses were conducted to estimate the ultimate driving resistance that 12-inch steel H-piles would experience during the installation process. Drivability analyses were performed at the End Bent locations. The analyses were performed using guidelines presented in the FHWA "Soils and Foundations Workshop Manual".

The soil column contributing to driving resistance at the End Bent locations includes existing embankment material and foundation soils down to rock. The pile is estimated to encounter clayey sand and silty sandy clay down to bedrock. The results of FHWA research and other literature regarding pile installation indicate that significant reductions in skin resistances occur during pile driving, primarily due to the dynamics of the installation process. Soils are remolded and pore water pressures apparently increase, causing reductions in shear strengths. The driving resistances were estimated under the condition that no interruptions, and therefore no pile "set" characteristics would be experienced during the driving process.

The driveability analyses were conducted using the GRLWEAP (Version 2010) computer program for steel H-piles driven to bedrock. To perform the drivability analyses, two situations were modeled. The first one involved determining the minimum hammer energy which would drive the H-piles to refusal on bedrock without excessive blows, and which would achieve the maximum allowable pile capacity. This condition would show the minimum hammer energy necessary to seat the piles on bedrock. The second part of the analyses would determine what the maximum hammer energy can be to drive the piles to refusal, and one which would not damage the pile upon achieving refusal on bedrock. The FHWA publication titled "Soils and Foundations Workshop Manual-Second Edition" defines a reasonable range of hammer blows to be between 30 and 144 blows per foot for a steel H-pile. The results of the driveability analyses indicate that a hammer with a minimum energy of 20.1 foot-kips and a maximum energy of 34.5 foot-kips will be required to drive 12x53 steel H-piles to practical refusal without encountering excessive blow counts or damaging the piles.

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Foundation System Recommendations  
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### 7.0 FOUNDATION SYSTEM RECOMMENDATIONS

Stantec developed the following recommendations based upon reviews of available data, information obtained during the field exploration, results of laboratory testing and engineering analyses, and discussions with TEAM personnel.

#### 7.1 STEEL H-PILE FOUNDATIONS

7.1.1. **A plan note should be included by the designer** that indicates that temporary shoring, sheeting, cofferdams, and/or dewatering methods may be required to facilitate foundation construction. It should be anticipated that groundwater will be encountered at foundation locations within the flood plain.

7.1.2. The following table provides recommended pile lengths applicable at the referenced substructure element locations. It is estimated that 12x53 H-pile foundations are being planned for use in supporting the new bridge substructure elements.

Hole No.	Total Factored Axial Resistance <sup>a</sup> (kips)	Estimated Bearing Elevation (ft) MSL
12x53 H-Pile	465	499

a. Obtained using  $\phi=0.6$  based on good driving conditions.

7.1.3. **A plan note should be included by the designer** which states the following hammer criteria: At the End Bent locations, a diesel pile driving hammer with a rated energy between 20.1 foot-kips and 34.5 foot-kips will be required to drive 12x53 steel H-piles to practical refusal without encountering excessive blow counts or damaging the piles. The Contractor shall submit the proposed pile driving system to the Engineer for approval prior to the installation of the first pile. Approval of the pile driving system by the Engineer will be subject to satisfactory field performance of the pile driving procedures.

7.1.4. Stantec understands that end bearing piles are being driven to a practical refusal. **A plan note should be included by the designer** which indicates: For this project, minimum blow requirements may be reached after total penetration becomes 1/2 inch or less for ten consecutive blows, practical refusal is obtained after the pile is struck an additional ten blows with total penetration of 1/2 inch or less. Advance the production piling to the driving resistances specified above and to depths determined by test pile(s) and subsurface data sheet(s). Immediately cease driving operations if the pile visibly yields or becomes damaged during driving.





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If hard driving is encountered because of dense strata or an obstruction, such as a boulder before the pile is advanced to the depth anticipated, the Engineer will determine if more blows than the average driving resistance specified for practical refusal is required to further advance the pile. Drive additional production and test piles if directed by the Engineer.

7.1.5. The design and installation of the pile foundations should conform to current AASHTO LRFD Bridge Design Specifications, and Section 604 of the current edition of the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction.

7.1.6. The Kentucky Transportation Cabinet recommends that protective pile points be used on end bearing piles to allow for embedment into the top of bedrock. Use of reinforced pile points capable of penetrating boulders and hard layers which may be encountered is recommended. Installation of pile points should be in accordance with Section 604 of the Kentucky Standard Specifications for Road and Bridge Construction, current edition.

7.1.7. The AASHTO LRFD Bridge Design Specifications recommend a resistance factor for horizontal geotechnical resistance of a single pile or pile group of 1.0 for lateral capacity analyses.

7.1.8. The 2014 AASHTO LRFD Bridge Design Specifications recommends axial resistance factors based on pile driving conditions (good or severe driving conditions). Based on the general subsurface conditions encountered across the project, it is anticipated that there will be good pile driving conditions. Therefore, it is recommended that the axial resistance of piles in compression ( $\phi_c$ ) used in design be 0.60. Further, the combined axial and flexural resistance factors for design should be  $\phi_c = 0.70$  and  $\phi_f = 1.00$  as noted in Section 6.5.4.2 of the referenced AASHTO specifications.

## 7.2 THREE-SIDED PRECAST CULVERT

7.2.1 Based on the conditions encountered, a pile foundation system is recommended for the three-sided precast culvert. The pile foundation recommendations presented in Section 7.1. above also applies to the precast structure.

7.2.2. The culvert shall have a full structural slab as a paved flowline. The paved flowline shall extend to the outside ends of the culvert's wingwalls (includes paving culvert's inlet and outlet).

7.2.3. Because of current scour conditions, the Designer shall preform a detailed hydraulic analysis to estimate scour depths and the need for any potential additional scour countermeasures.

7.2.4. The culvert design should include a turned down apron at the proposed inlet. The bottom of the turned down apron should extent 2 feet below the streambed or anticipated scour depth.



## REPORT OF GEOTECHNICAL EXPLORATION

Closing  
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### 7.3 REINFORCED CONCRETE BOX CULVERT (RCBC)

7.3.1. Based on the conditions encountered, a yielding foundation system is recommended for the culvert. The Designer should include a plan note on the drawings that states "For the purpose of maintaining uniform yielding conditions, any boulders, bedrock, or soft soil materials encountered within two feet of the bottom of footing elevation (culvert and wingwall) shall be over excavated and the resulting excavation backfilled with properly compacted on-site soil material. Soil backfill required within footing bearing areas should be placed in maximum eight-inch loose lift thickness and compacted to 95 percent of the soil's maximum dry density, as determined by standard Proctor testing. The moisture content of the backfill material should not vary by more than 2 percent of the soils optimum moisture content."

7.3.2. In the event, loose and/or water-softened soils are encountered following foundation excavation, such soils should be under-cut a minimum of 2.5 feet below the bottom of footing elevation. The resulting excavated area should be stabilized with compacted granular embankment according to Section 805 of the current Kentucky Department Highways Standard Specifications for Road and Bridge Construction. Likewise, if boulders or other unsuitable bearing materials are encountered during excavation, undercutting of such materials and backfilling with compacted granular embankment or properly compacted on site soil material will be necessary in order to provide uniform bearing conditions beneath the culvert.

7.3.3. Provided the above construction preparation techniques are followed, the footings should be sized at the service limit state using a factored bearing resistance of 1.1 ksf. For checking strength and extreme limit states, the nominal bearing resistance was determined to be 3.3 ksf. Use resistance factors of 0.45 and 1.0 for the strength and extreme limit state analysis respectively.

7.3.4. The wingwalls should be designed using Soil Type 3 of Exhibit 413 in the Division of Structural Design Guidance Manual as backfill material. It should be noted that the backfill slope referred to in this exhibit is the slope perpendicular to the wingwall.

7.3.5. The Designer should include a note on the drawings stating, "Temporary sheeting, shoring, cofferdams and/or dewatering methods may be required for the installation of the culvert."

7.3.6. The culvert shall have a paved flowline. The paved flowline shall extend to the outside ends of the culvert's wingwalls (includes paving culvert's inlet and outlet).

### 8.0 CLOSING

8.1. The conclusions and recommendations presented herein are based on data and subsurface conditions from the borings drilled during previous geotechnical exploration using



## REPORT OF GEOTECHNICAL EXPLORATION

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that degree of care and skill ordinarily exercised under similar circumstances by competent members of the engineering profession. No warranties can be made regarding the continuity of conditions between borings.

8.2. General soil and rock descriptions and indicated boundaries are based on an engineering interpretation of all available subsurface information and may not necessarily reflect the actual variation in subsurface conditions between borings and samples.

8.3. The observed water levels and/or conditions indicated on the boring logs are as recorded at the time of exploration. These water levels and/or conditions may vary considerably, with time, according to the prevailing climate, rainfall, tail water elevations or other factors and are otherwise dependent on the duration of and methods used in the exploration program.

8.4. Stantec exercised sound engineering judgment in preparing the subsurface information presented herein. This information has been prepared and is intended for design and estimating purposes. Its presentation on the plans or elsewhere is for the purpose of providing intended users with access to the same information. This subsurface information interpretation is presented in good faith and is not intended as a substitute for independent interpretations or judgments of the Contractor.

8.5. All structure details shown herein are for illustrative purposes only and may not be indicative of the final design conditions shown in the contract plans.



# **APPENDIX A SITE MAP**



**LEGEND**

- SOIL BORING WITH UNDISTURBED (SHELBY) TUBE SAMPLES AND/OR STANDARD PENETRATION TESTS AND ROCK CORE

© 2019 Microsoft Corporation © 2019 DigitalGlobe ©CNES (2019) Distribution Airbus DS © 2019 HERE

PLOT DATE: 02/07/2019 USER: JOHNSON, TRACY  
V:\1785\ACTIVE\178568003\GEOTECHNICAL\045B00033N\DRAWING\045B00033N\_LAYO.DWG



GRAPHIC SCALE: <b>1" = 50'</b>		BRIDGING KENTUCKY	
DATE: 02/07/2019	BRIDGE: 045B00033N	PAGE NO. -	
DRAWN BY: RWE	CKD. BY: DLB	SHEET: -	
STANTEC JOB NO.: 178568003	BRIDGE OVER INDIAN RUN CREEK GREENUP COUNTY, KY		FIG. NO. -
FILE NAME:			

# **APPENDIX B TYPED BORING LOGS**

GREENUP COUNTY  
 STP BRZ 9030 (126)  
 Drilling Firm: Stantec  
 For: Division of Structural Design  
 Geotechnical Branch

### DRILLER'S SUBSURFACE LOG

Project ID: <b>178568003</b>		<b>Statewide - Various</b>				Project Type: <b>Structure Bridge</b>				
Item Number: <b>Statewide</b>		Project Manager: <b>_</b>								
Hole Number <b>045B00033N-1</b>		Immediate Water Depth <b>NA</b>		Start Date <b>01/28/2019</b>		Hole Type <b>core and sample</b>				
Surface Elevation <b>548.2'</b>		Static Water Depth <b>NA</b>		End Date <b>01/28/2019</b>		Rig Number <b>_</b>				
Total Depth <b>63.0'</b>		Driller <b>danny jessie</b>		Latitude(83) <b>38.496064</b>		Longitude(83) <b>-82.769633</b>				
Location <b>+ 'Lt.</b>										
Lithology		Overburden		Sample No.	Depth (ft)	Rec. (ft)	SPT Blows	Sample Type	Remarks	
Elevation	Depth	Rock Core		Std/Ky RQD	Run (ft)	Rec (ft)	Rec (%)	SDI (JS)		
5		Very loose to loose, light brown, dry, clayey sand with gravel.		1	2.0-3.5	1.0	2-4-2	SPT	5	
				2	5.0-6.5	1.5	1-1-2	SPT		
10	538.2	10.0	Loose, brown, moist, clayey sand with gravel.		3	10.0-11.5	1.5	1-2-2	SPT	10
					4	15.0-16.5	1.5	2-1-1	SPT	
15	533.2	15.0	Very loose, light brown and gray, wet, clayey sand.		5	20.0-21.5	1.5	2-3-5	SPT	15
					6	25.0-26.5	1.5	4-6-7	SPT	
20	528.2	20.0	Stiff, gray, wet, silty clay.		7	30.0-31.5	1.5	3-3-6	SPT	20
					8	35.0-36.5	1.5	3-4-7	SPT	
25	523.2	25.0	Stiff, gray, wet, silty clay.		9	40.0-41.5	1.5	3-7-7	SPT	25
					10	45.0-46.5	1.5	2-4-3	SPT	
30	518.2	30.0	Loose, gray, wet, silty sand with gravel.							30
35	513.2	35.0	Stiff, gray, wet, sandy silty clay.							35
40			Firm, gray, wet, sandy silty clay. (Begin Core)							40
45	503.2	45.0	Gray sandstone, (medium to coarse grained thin							45
	499.7	48.5			0 / 0	1.5	1.0	67		50

### DRILLER'S SUBSURFACE LOG

Project ID: <b>178568003</b>		<b><u>Statewide - Various</u></b>				Project Type: <b><u>Structure Bridge</u></b>			
Item Number: <b><u>Statewide</u></b>		Project Manager: <u>          </u>							
Hole Number <b><u>045B00033N-1</u></b>		Immediate Water Depth <b><u>NA</u></b>		Start Date <b><u>01/28/2019</u></b>		Hole Type <b><u>core and sample</u></b>			
Surface Elevation <b><u>548.2'</u></b>		Static Water Depth <b><u>NA</u></b>		End Date <b><u>01/28/2019</u></b>		Rig_Number <u>          </u>			
Total Depth <b><u>63.0'</u></b>		Driller <b><u>danny jessie</u></b>		Latitude(83) <b><u>38.496064</u></b>					
Location <b><u>+ 'Lt.</u></b>				Longitude(83) <b><u>-82.769633</u></b>					
Lithology		Overburden		Sample No.	Depth (ft)	Rec. (ft)	SPT Blows	Sample Type	Remarks
Elevation	Depth	Description		Rock Core	Run (ft)	Rec (ft)	Rec (%)	SDI (JS)	
497.6	50.6	bedded).							
55 493.2	55.0	Medium gray shale, (laminated).		7 / 0	5.0	5.0	100		55.0 55
60		Medium gray shale (siltstone), (sandy, laminated).		90 / 74	5.0	5.0	100		60.0 60
485.2	63.0			40 / 20	3.0	3.0	100		63.0
65		(Bottom of Hole 63.0')							65
70									70
75									75
80									80
85									85
90									90
95									95
100									100

# **APPENDIX C LABORATORY DATA SHEETS**



**Summary of Soil Tests**

Project Name Bridging KY - 045B00033N Project Number 178568003  
 Source 045B00033N-1, 2.0'-3.5', 5.0'-6.5' Lab ID 257  
 Sample Type SPT Composite Date Received 2-6-19  
 Date Reported 2-14-19

**Test Results**

**Natural Moisture Content**  
 Test Not Performed  
 Moisture Content (%): N/A

**Atterberg Limits**  
 Test Method: AASHTO T 89 & T 90  
 Prepared: Dry  
 Liquid Limit: 32  
 Plastic Limit: 19  
 Plasticity Index: 13  
 Activity Index: 1.0

**Particle Size Analysis**  
 Preparation Method: AASHTO T 87  
 Gradation Method: AASHTO T 88  
 Hydrometer Method: AASHTO T 88

Particle Size		% Passing
Sieve Size	(mm)	
	N/A	
	N/A	
2"	50	100.0
1"	25	93.8
3/4"	19	93.8
3/8"	9.5	86.3
No. 4	4.75	80.8
No. 10	2	69.8
No. 40	0.425	59.0
No. 200	0.075	48.2
	0.02	36.2
	0.005	20.2
	0.002	13.1
estimated	0.001	8.8

Plus 3 in. material, not included: 0 (%)

Range	ASTM (%)	AASHTO (%)
Gravel	19.2	30.2
Coarse Sand	11.0	10.8
Medium Sand	10.8	---
Fine Sand	10.8	10.8
Silt	28.0	35.1
Clay	20.2	13.1

**Moisture-Density Relationship**  
 Test Not Performed  
 Maximum Dry Density (lb/ft<sup>3</sup>): N/A  
 Maximum Dry Density (kg/m<sup>3</sup>): N/A  
 Optimum Moisture Content (%): N/A  
 Over Size Correction %: N/A

**California Bearing Ratio**  
 Test Not Performed  
 Bearing Ratio (%): N/A  
 Compacted Dry Density (lb/ft<sup>3</sup>): N/A  
 Compacted Moisture Content (%): N/A

**Specific Gravity**  
 Test Method: AASHTO T 100  
 Prepared: Dry  
 Particle Size: No. 10  
 Specific Gravity at 20° Celsius: 2.63

**Classification**  
 Unified Group Symbol: SC  
 Group Name: Clayey sand with gravel  
 AASHTO Classification: A-6 (3)

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Reviewed By RJ



**Particle-Size Analysis of Soils**  
AASHTO T 88

Project Name Bridging KY - 045B00033N  
Source 045B00033N-1, 2.0'-3.5', 5.0'-6.5'

Project Number 178568003  
Lab ID 257

**Sieve analysis for the Portion Coarser than the No. 10 Sieve**

Test Method AASHTO T 88  
Prepared using AASHTO T 87  
  
Particle Shape Rounded and Angular  
Particle Hardness: Hard and Durable  
  
Tested By RC  
Test Date 02-07-2019  
Date Received 02-06-2019

Sieve Size	% Passing
2"	100.0
1"	93.8
3/4"	93.8
3/8"	86.3
No. 4	80.8
No. 10	69.8

Maximum Particle size: 2" Sieve

**Analysis for the portion Finer than the No. 10 Sieve**

Analysis Based on -3 inch fraction only

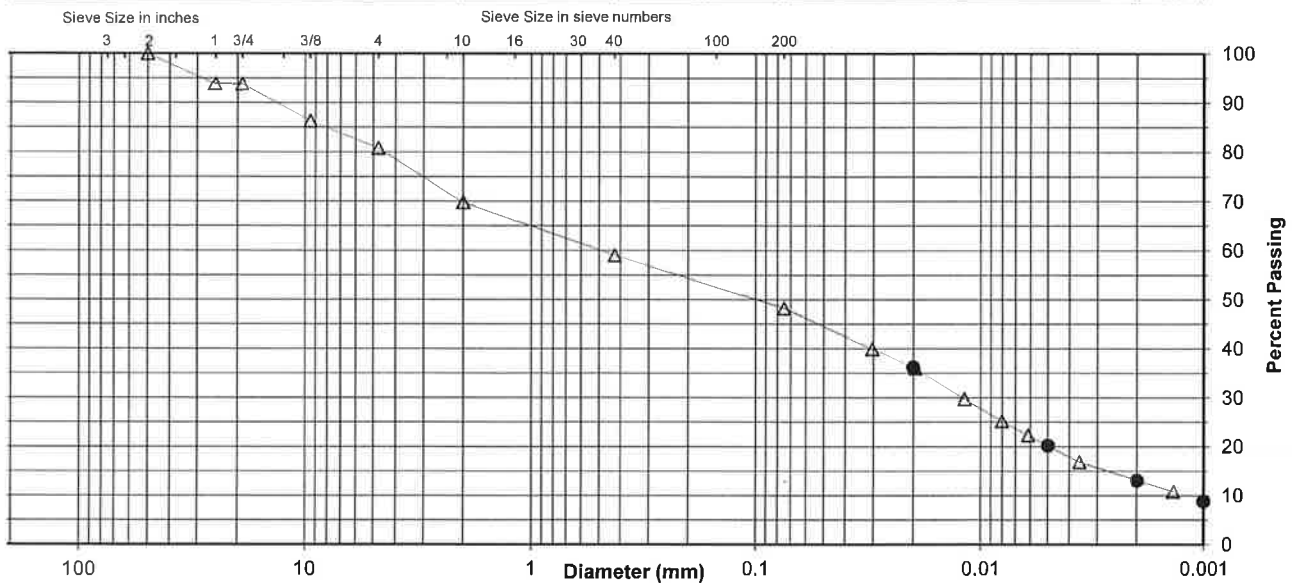
Specific Gravity 2.63

Dispersed using Apparatus A - Mechanical, for 1 minute

No. 40	59.0
No. 200	48.2
0.02 mm	36.2
0.005 mm	20.2
0.002 mm	13.1
0.001 mm	8.8

**Particle Size Distribution**

ASTM	Coarse Gravel	Fine Gravel	C. Sand	Medium Sand	Fine Sand	Silt	Clay
	6.2	13.0	11.0	10.8	10.8	28.0	20.2
AASHTO	Gravel		Coarse Sand		Fine Sand	Silt	Clay
	30.2		10.8		10.8	35.1	13.1



Comments \_\_\_\_\_

Reviewed By RJ



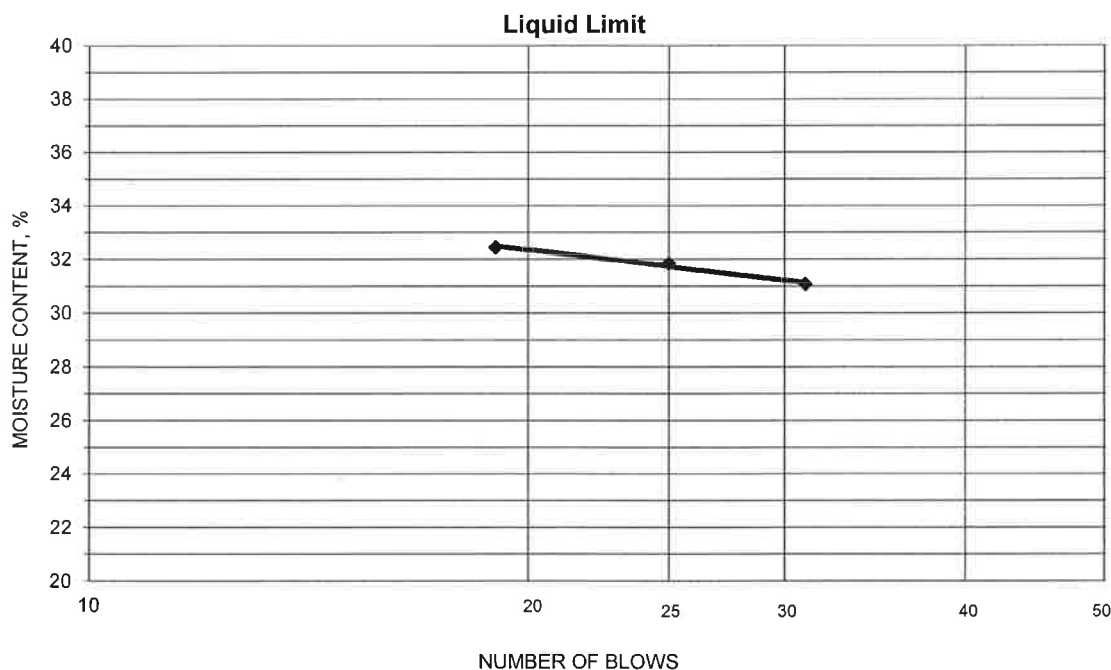


**ATTERBERG LIMITS**

Project Bridging KY - 045B00033N  
 Source 045B00033N-1, 2.0'-3.5', 5.0'-6.5'  
 Tested By KG Test Method AASHTO T 89 & T 90  
 Test Date 02-11-2019 Prepared Dry

Project No. 178568003  
 Lab ID 257  
 % + No. 40  
 Date Received 02-06-2019

Wet Soil and Tare Mass (g)	Dry Soil and Tare Mass (g)	Tare Mass (g)	Number of Blows	Water Content (%)	Liquid Limit
18.97	17.09	11.04	31	31.1	32
19.41	17.42	11.17	25	31.8	
19.40	17.30	10.83	19	32.5	



**PLASTIC LIMIT AND PLASTICITY INDEX**

Wet Soil and Tare Mass (g)	Dry Soil and Tare Mass (g)	Tare Mass (g)	Water Content (%)	Plastic Limit	Plasticity Index
20.65	19.14	11.36	19.4	19	13
21.00	19.47	11.46	19.1		

Remarks: \_\_\_\_\_  
 \_\_\_\_\_

Reviewed By RJ













**Summary of Soil Tests**

Project Name Bridging KY - 045B00033N Project Number 178568003  
 Source 045B00033N-1, 35.0'-36.5', 40.0'-41.5' Lab ID 265  
 Sample Type SPT Composite Date Received 2-6-19  
 Date Reported 2-14-19

**Test Results**

**Natural Moisture Content**  
 Test Not Performed  
 Moisture Content (%): N/A

**Atterberg Limits**  
 Test Method: AASHTO T 89 & T 90  
 Prepared: Dry  
 Liquid Limit: 23  
 Plastic Limit: 17  
 Plasticity Index: 6  
 Activity Index: 0.4

**Particle Size Analysis**  
 Preparation Method: AASHTO T 87  
 Gradation Method: AASHTO T 88  
 Hydrometer Method: AASHTO T 88

Particle Size		% Passing
Sieve Size	(mm)	
	N/A	
	N/A	
	N/A	
	N/A	
3/4"	19	100.0
3/8"	9.5	94.9
No. 4	4.75	91.2
No. 10	2	82.3
No. 40	0.425	69.7
No. 200	0.075	54.6
	0.02	41.4
	0.005	25.4
	0.002	15.0
estimated	0.001	8.8

**Moisture-Density Relationship**  
 Test Not Performed  
 Maximum Dry Density (lb/ft<sup>3</sup>): N/A  
 Maximum Dry Density (kg/m<sup>3</sup>): N/A  
 Optimum Moisture Content (%): N/A  
 Over Size Correction %: N/A

**California Bearing Ratio**  
 Test Not Performed  
 Bearing Ratio (%): N/A  
 Compacted Dry Density (lb/ft<sup>3</sup>): N/A  
 Compacted Moisture Content (%): N/A

**Specific Gravity**  
 Test Method: AASHTO T 100  
 Prepared: Dry  
 Particle Size: No. 10  
 Specific Gravity at 20° Celsius: 2.69

Plus 3 in. material, not included: 0 (%)

Range	ASTM (%)	AASHTO (%)
Gravel	8.8	17.7
Coarse Sand	8.9	12.6
Medium Sand	12.6	---
Fine Sand	15.1	15.1
Silt	29.2	39.6
Clay	25.4	15.0

**Classification**  
 Unified Group Symbol: CL-ML  
 Group Name: Sandy silty clay  
 AASHTO Classification: A-4 (1)

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Reviewed By RJ





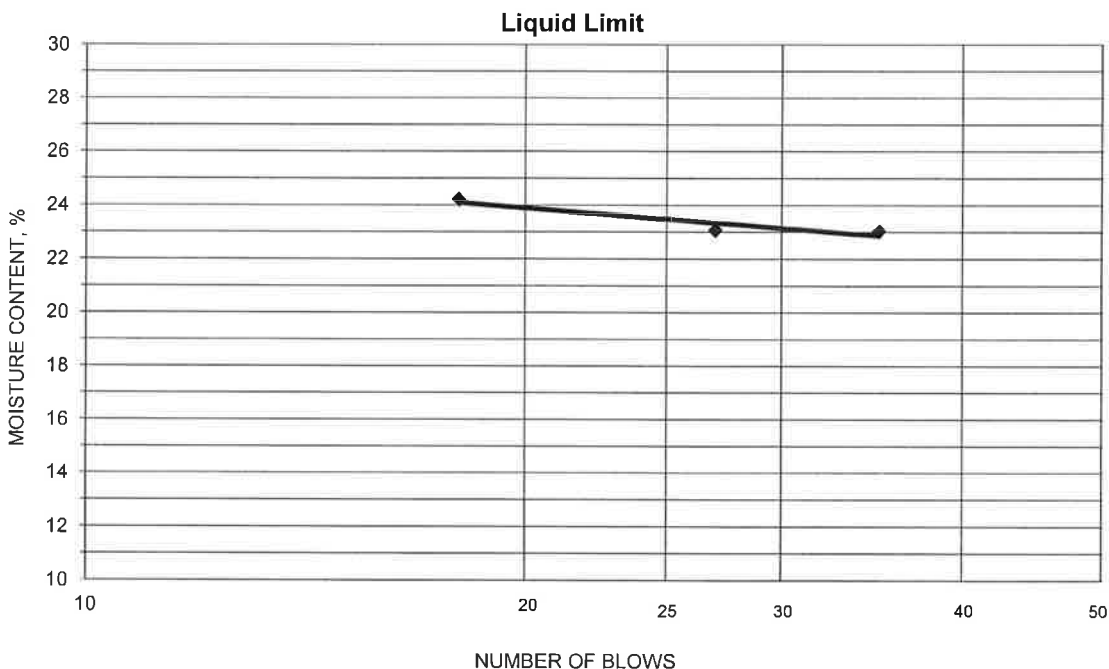


**ATTERBERG LIMITS**

Project Bridging KY - 045B00033N  
 Source 045B00033N-1, 35.0'-36.5', 40.0'-41.5'  
 Tested By KG Test Method AASHTO T 89 & T 90  
 Test Date 02-11-2019 Prepared Dry

Project No. 178568003  
 Lab ID 265  
 % + No. 40 30  
 Date Received 02-06-2019

Wet Soil and Tare Mass (g)	Dry Soil and Tare Mass (g)	Tare Mass (g)	Number of Blows	Water Content (%)	Liquid Limit
20.51	18.72	10.96	27	23.1	23
20.63	18.84	11.07	35	23.0	
19.76	18.03	10.88	18	24.2	



**PLASTIC LIMIT AND PLASTICITY INDEX**

Wet Soil and Tare Mass (g)	Dry Soil and Tare Mass (g)	Tare Mass (g)	Water Content (%)	Plastic Limit	Plasticity Index
19.95	18.71	11.50	17.2	17	6
20.38	19.07	11.45	17.2		

Remarks: \_\_\_\_\_  
 \_\_\_\_\_

Reviewed By RJ





**Moisture Content of Soil**  
AASHTO T 265

Project Name Bridging KY - 045B00033N  
Project Number 178568003  
Tested By RC

Test Method AASHTO

Maximum Particle Size in Sample	No. 40	No. 4	1/2"	1"	2"
Recommended Minimum Mass (g)	10	100	300	500	1,000

Material Type: Stratified, Laminated, Lensed, Homogeneous, Disturbed

Source	Lab ID	Date Tested	Material Type	Maximum Particle Size	Material Excluded		Pass Min. Mass? (Y/N)	Can Weight (g)	Wet Soil & Can Weight (g)	Dry Soil & Can Weight (g)	Moisture Content (%)
					Amount	Size					
045B00033N-1, 2.0'-3.5'	258	2/6/19	Dist	1"			No	30.36	108.40	98.87	13.9
045B00033N-1, 5.0'-6.5'	259	2/6/19	Dist	1"			No	30.08	110.94	100.15	15.4
045B00033N-1, 10.0'-11.5'	260	2/6/19	Dist	2"			No	286.76	599.61	560.69	14.2
045B00033N-1, 15.0'-16.5'	261	2/6/19	Dist	1"			No	285.60	630.42	564.99	23.4
045B00033N-1, 20.0'-21.5'	262	2/6/19	Dist	1/2"			No	309.25	591.68	538.62	23.1
045B00033N-1, 25.0'-26.5'	263	2/6/19	Dist	No. 4			Yes	284.53	561.86	509.04	23.5
045B00033N-1, 30.0'-31.5'	264	2/6/19	Dist	1"			No	307.88	567.95	532.59	15.7
045B00033N-1, 35.0'-36.5'	266	2/6/19	Dist	1/2"			No	30.97	119.69	107.72	15.6
045B00033N-1, 40.0'-41.5'	267	2/6/19	Dist	1"			No	30.36	121.69	107.26	18.8
045B00033N-1, 45.0'-46.5'	268	2/6/19	Dist	1/2"			No	285.82	637.10	579.62	19.6

Comments \_\_\_\_\_

Reviewed By RD



**Slake Durability Index**  
KM 64 - 513

Project Name Bridging KY Project Number 178568003

Lab ID	Source	Depth	Material Description	Fragment Description	Testing Dates	Initial Dry Wt. (g)	Final Dry Wt. (g)	SDI (%)	Jar Slake
270	045B00033N-1	50.6'-55.0'	Shale, gray, highly weathered	Type III	02/06/2019 - 02/08/2019	472.56	1.26	0.3	1
271	045B00033N-1	55.0'-63.0'	Shale, gray, sandy	Type 1	02/06/2019 - 02/08/2019	528.36	442.69	83.8	5

**PART II**  
**SPECIFICATIONS AND STANDARD DRAWINGS**

### **SPECIFICATIONS REFERENCE**

Any reference in the plans or proposal to previous editions of the *Standard Specifications for Road and Bridge Construction* and *Standard Drawings* are superseded by *Standard Specifications for Road and Bridge Construction, Edition of 2019* and *Standard Drawings, Edition of 2016*.

## **SUPPLEMENTAL SPECIFICATIONS**

The contractor shall use the Supplemental Specifications that are effective at the time of letting.  
The Supplemental Specifications can be found at the following link:

<http://transportation.ky.gov/Construction/Pages/Kentucky-Standard-Specifications.aspx>

### **SPECIAL NOTE FOR PORTABLE CHANGEABLE MESSAGE SIGNS**

This Special Note will apply when indicated on the plans or in the proposal.

**1.0 DESCRIPTION.** Furnish, install, operate, and maintain variable message signs at the locations shown on the plans or designated by the Engineer. Remove and retain possession of variable message signs when they are no longer needed on the project.

#### **2.0 MATERIALS.**

**2.1 General.** Use LED Variable Message Signs Class I, II, or III, as appropriate, from the Department's List of Approved Materials.

Unclassified signs may be submitted for approval by the Engineer. The Engineer may require a daytime and nighttime demonstration. The Engineer will make a final decision within 30 days after all required information is received.

**2.2 Sign and Controls.** All signs must:

- 1) Provide 3-line messages with each line being 8 characters long and at least 18 inches tall. Each character comprises 35 pixels.
- 2) Provide at least 40 preprogrammed messages available for use at any time. Provide for quick and easy change of the displayed message; editing of the message; and additions of new messages.
- 3) Provide a controller consisting of:
  - a) Keyboard or keypad.
  - b) Readout that mimics the actual sign display. (When LCD or LCD type readout is used, include backlighting and heating or otherwise arrange for viewing in cold temperatures.)
  - c) Non-volatile memory or suitable memory with battery backup for storing pre-programmed messages.
  - d) Logic circuitry to control the sequence of messages and flash rate.
- 4) Provide a serial interface that is capable of supporting complete remote control ability through land line and cellular telephone operation. Include communication software capable of immediately updating the message, providing complete sign status, and allowing message library queries and updates.
- 5) Allow a single person easily to raise the sign to a satisfactory height above the pavement during use, and lower the sign during travel.
- 6) Be Highway Orange on all exterior surfaces of the trailer, supports, and controller cabinet.
- 7) Provide operation in ambient temperatures from -30 to + 120 degrees Fahrenheit during snow, rain and other inclement weather.
- 8) Provide the driver board as part of a module. All modules are interchangeable, and have plug and socket arrangements for disconnection and reconnection. Printed circuit boards associated with driver boards have a conformable coating to protect against moisture.
- 9) Provide a sign case sealed against rain, snow, dust, insects, etc. The lens is UV stabilized clear plastic (polycarbonate, acrylic, or other approved material) angled to prevent glare.
- 10) Provide a flat black UV protected coating on the sign hardware, character PCB, and appropriate lens areas.
- 11) Provide a photocell control to provide automatic dimming.



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

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

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

**2.3 Power.**

- 1) Design solar panels to yield 10 percent or greater additional charge than sign consumption. Provide direct wiring for operation of the sign or arrow board from an external power source to provide energy backup for 21 days without sunlight and an on-board system charger with the ability to recharge completely discharged batteries in 24 hours.

**3.0 CONSTRUCTION.** Furnish and operate the variable message signs as designated on the plans or by the Engineer. Ensure the bottom of the message panel is a minimum of 7 feet above the roadway in urban areas and 5 feet above in rural areas when operating. Use Class I, II, or III signs on roads with a speed limit less than 55 mph. Use Class I or II signs on roads with speed limits 55 mph or greater.

Maintain the sign in proper working order, including repair of any damage done by others, until completion of the project. When the sign becomes inoperative, immediately repair or replace the sign. Repetitive problems with the same unit will be cause for rejection and replacement.

Use only project related messages and messages directed by the Engineer, unnecessary messages lessen the impact of the sign. Ensure the message is displayed in either one or 2 phases with each phase having no more than 3 lines of text. When no message is needed, but it is necessary to know if the sign is operable, flash only a pixel.

When the sign is not needed, move it outside the clear zone or where the Engineer directs. Variable Message Signs are the property of the Contractor and shall be removed from the project when no longer needed. The Department will not assume ownership of these signs.

**4.0 MEASUREMENT.** The final quantity of Variable Message Sign will be

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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:

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
02671	Portable Changeable Message Sign	Each

Effective June 15, 2012

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

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

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

#### **2.0 MATERIALS.**

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

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

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

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

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

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

excavation stability, at no expense to the Department.

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

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

### **3.0 CONSTRUCTION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **4.0 MEASUREMENT.**

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

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

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

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

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

consider it incidental to the work.

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

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

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

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

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

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

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

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

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

September 16, 2016

## **PART III**

### **EMPLOYMENT, WAGE AND RECORD REQUIREMENTS**

FHWA-1273 -- Revised May 1, 2012

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

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

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

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

**ATTACHMENTS**

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

**II. NONDISCRIMINATION**

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

**I. GENERAL**

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**6. Training and Promotion:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**III. NONSEGREGATED FACILITIES**

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

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

**IV. DAVIS-BACON AND RELATED ACT PROVISIONS**

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

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

**1. Minimum wages**

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

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

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

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

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

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

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

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

## 2. Withholding

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

## 3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

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

**4. Apprentices and trainees**

a. Apprentices (programs of the USDOL).

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

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

**10. Certification of eligibility.**

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

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

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

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

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

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

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

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

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

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

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

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

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

## VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

\*\*\*\*\*

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

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

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

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

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

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

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

**2. Instructions for Certification - Lower Tier Participants:**

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

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

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

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

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

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

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

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

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

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

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

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

\* \* \* \* \*

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

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

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

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**KENTUCKY TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS**

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

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

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

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

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

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

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

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

Revised: January 25, 2017

### Standard Title VI/Non-Discrimination Assurances

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

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

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

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

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

## EXECUTIVE BRANCH CODE OF ETHICS

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

KRS 11A.040 (7) provides:

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

KRS 11A.040 (9) states:

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

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

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

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

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

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

Revised: January 27, 2017



## PROJECT WAGE RATES / FEDERAL FUNDED

The contractor shall use the Davis-Bacon Act Wage Determinations for Highway construction that are effective 10 calendar days prior to the letting date. The project wage determinations can be found at the following link.

[https://beta.sam.gov/search?index=wd&date\\_filter\\_index=0&date\\_rad\\_selection=date&wdType=dbra&construction\\_type=Highway&state=KY&page=1](https://beta.sam.gov/search?index=wd&date_filter_index=0&date_rad_selection=date&wdType=dbra&construction_type=Highway&state=KY&page=1)

The Division of Construction Procurement will post the official Wage Determinations for each Letting at <https://transportation.ky.gov/Construction-Procurement/Pages> under Lettings - Proposal Information - Wage Determinations.

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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:

<b>GOALS FOR MINORITY PARTICIPATION IN EACH TRADE</b>	<b>GOALS FOR FEMALE PARTICIPATION IN EACH TRADE</b>
2.9%	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4, 3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed. The notification shall be mailed to:

**Evelyn Teague, Regional Director  
Office of Federal Contract Compliance Programs  
61 Forsyth Street, SW, Suite 7B75  
Atlanta, Georgia 30303-8609**

4. As used in this Notice, and in the contract resulting from this solicitation, the "**covered area**" is Greenup County.

**PART IV**  
**INSURANCE**

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

**PART V**  
**BID ITEMS**

### PROPOSAL BID ITEMS

195144

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Report Date 8/29/19

#### Section: 0001 - BRIDGE - 045B00033N

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	00001		DGA BASE	200.00	TON		\$	
0020	00212		CL2 ASPH BASE 1.00D PG64-22	185.00	TON		\$	
0030	02223		GRANULAR EMBANKMENT	222.00	CUYD		\$	
0040	02351		GUARDRAIL-STEEL W BEAM-S FACE	500.00	LF		\$	
0050	02360		GUARDRAIL TERMINAL SECTION NO 1	1.00	EACH		\$	
0060	02381		REMOVE GUARDRAIL	500.00	LF		\$	
0070	02429		RIGHT-OF-WAY MONUMENT TYPE 1	7.00	EACH		\$	
0080	02432		WITNESS POST	7.00	EACH		\$	
0090	02545		CLEARING AND GRUBBING Approximately 1 acre	1.00	LS		\$	
0100	02650		MAINTAIN & CONTROL TRAFFIC	1.00	LS		\$	
0110	02651		DIVERSIONS (BY-PASS DETOURS)	1.00	LS		\$	
0120	02671		PORTABLE CHANGEABLE MESSAGE SIGN	6.00	EACH		\$	
0130	02726		STAKING	1.00	LS		\$	
0140	02731		REMOVE STRUCTURE	1.00	LS		\$	
0150	03304		BRIDGE OVERLAY APPROACH PAVEMENT	765.00	SQYD		\$	
0160	08003		FOUNDATION PREPARATION	1.00	LS		\$	
0170	08019		CYCLOPEAN STONE RIP RAP	34.00	TON		\$	
0180	08100		CONCRETE-CLASS A	331.00	CUYD		\$	
0190	08150		STEEL REINFORCEMENT	43,400.00	LB		\$	
0200	21415ND		EROSION CONTROL	1.00	LS		\$	
0210	24097EC		THERMO RUMBLE STRIPS TY 2	180.00	LF		\$	

#### Section: 0002 - DEMOBILIZATION &/OR MOBILIZATION

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0220	02568		MOBILIZATION	1.00	LS		\$	
0230	02569		DEMOBILIZATION	1.00	LS		\$	