

CALL NO. 205

CONTRACT ID. 221341

LOGAN - TODD COUNTIES

FED/STATE PROJECT NUMBER BDG 0791 (011)

DESCRIPTION RUSSELLVILLE ROAD (US 79) & CLARKSVILLE ROAD (US 79)

WORK TYPE GRADE, DRAIN & SURFACE WITH BRIDGE

PRIMARY COMPLETION DATE 11/15/2023

LETTING DATE: August 18,2022

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN DAYLIGHT TIME August 18,2022. Bids will be publicly announced at 10:00 AM EASTERN DAYLIGHT TIME.

PLANS AVAILABLE FOR THIS PROJECT.

**DBE CERTIFICATION REQUIRED - 7.50%** 

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

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#### **ADMINISTRATIVE DISTRICT - 03**

**CONTRACT ID - 221341** 

BDG 0791 (011)

**COUNTY - LOGAN** 

PCN - DE07100792200 BDG 0791 (011)

CLARKSVILLE ROAD (US 79) REPLACE AND WIDEN BRIDGE OVER VICKS BRANCH AT MP 2.921, A DISTANCE OF 0.19 MILES.BRIDGE WITH GRADE, DRAIN & SURFACE SYP NO. 03-80100.00.

GEOGRAPHIC COORDINATES LATITUDE 36:46:06.00 LONGITUDE 87:01:09.00

ADT 3.600

PCN - DE07107912241 BDG 0791 (011)

CLARKSVILLE ROAD (US 79) IMPROVE SAFETY AND BRIDGE CONDITIONS OVER WHIPPOORWILL CREEK NEAR KY1511, A DISTANCE OF 0.18 MILES.BRIDGE REPLACEMENT SYP NO. 03-10010.00.

GEOGRAPHIC COORDINATES LATITUDE 36:47:05.00 LONGITUDE -86:59:45.00

ADT 3,329

#### **COUNTY - TODD**

#### PCN - DE11000792200 BDG 0791 (011)

CLARKSVILLE ROAD (US 79) REPLACE AND WIDEN BRIDGE OVER ELK FORK CREEK AT MP 7.613, A DISTANCE OF 0.23 MILES.BRIDGE REPLACEMENT SYP NO. 03-80102.00.

GEOGRAPHIC COORDINATES LATITUDE 36:42:45.00 LONGITUDE 87:05:57.00

ADT 3,600

#### PCN - DE11000792241 BDG 0791 (011)

RUSSELLVILLE ROAD (US 79) REPLACE AND WIDEN BRIDGE OVER CSX RAILROAD AND REALIGN THE KY 346 INTERCHANGE, A DISTANCE OF 0.88 MILES.GRADE & DRAIN WITH ASPHALT SURFACE SYP NO. 03-80001.20. GEOGRAPHIC COORDINATES LATITUDE 36:39:28.00 LONGITUDE 87:10:33.00 ADT 7,500

#### **COMPLETION DATE(S):**

COMPLETED BY 11/15/2023 APPLIES TO ALL PROJECTS
50 CALENDAR Days 28430 - WHIPPOORWILL BRIDGE
100 CALENDAR Days 28466 - VICKS BRANCH BRIDGE
100 CALENDAR Days 28467 - ELK FORK CREEK BRIDGE

#### **CONTRACT NOTES**

#### PROPOSAL ADDENDA

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

#### **BID SUBMITTAL**

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

#### JOINT VENTURE BIDDING

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

#### UNDERGROUND FACILITY DAMAGE PROTECTION

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

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

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

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

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

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

#### NOTICE TO ALL BIDDERS

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

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

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

#### SECOND TIER SUBCONTRACTS

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

### DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

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

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

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

#### **DBE GOAL**

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

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

#### **OBLIGATION OF CONTRACTORS**

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

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

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

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#### **CERTIFICATION OF CONTRACT GOAL**

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

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

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

#### **DBE PARTICIPATION PLAN**

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

The DBE Participation Plan shall include the following:

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

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

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

#### FAILURE TO MEET GOOD FAITH REQUIREMENT

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

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

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

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

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

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

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

#### PROMPT PAYMENT

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

#### **CONTRACTOR REPORTING**

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

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

\*\*\*\*\* IMPORTANT \*\*\*\*\*

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

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

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

#### DEFAULT OR DECERTIFICATION OF THE DBE

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

#### PROHIBITION ON TELECOMMUNICATIONS EQUIPMENT OR SERVICES

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

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

Revised: 5/3/2022

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

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

SECTION 7 is expanded by the following new Article:

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

Pursuant to Title 46CFR Part 381, the Contractor agrees

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

#### NATIONAL HIGHWAY

Be advised this project is on the NATIONAL HIGHWAY SYSTEM.

#### 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.

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#### **DGA BASE**

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

#### DGA BASE FOR SHOULDERS

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

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

#### INCIDENTAL SURFACING

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

#### FUEL AND ASPHALT PAY ADJUSTMENT

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

#### ASPHALT PAVEMENT RIDE QUALITY CATEGORY A

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

#### **OPTION A**

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

#### **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.

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## MATERIAL TRANSFER VEHICLE (MTV)

Provide and use a MTV in accordance with Sections 403.02.10 and 403.03.05.

# Special Note for Internal Cure of Concrete Utilizing Nano Silica Admixture

#### Description

This note provides revised curing directives for concrete bridge decks based on the use of a nano silica admixture. The Class AA concrete mix will include a nano silica admixture. The nano silica admixture will provide for internal curing of the in-place concrete and thereby eliminating the need for wet cure. Additionally, the nano silica admixture is intended to retain water improving cement hydration, improve workability, and long term performance.

#### **Materials**

Nano Silica Admixture – E5 Internal Cure concrete admixture manufactured by Specification Products.

Class AA-IC Concrete- Provide Class AA concrete meeting requirement of Section 601 of the Standard Specification with the following revisions:

- Include E5 Internal Cure at a dosage of 4 oz/cwt of cementitious.
- Water/cement ratio shall be in the range of 0.42 to 0.47.
- Ensure the concrete mixture is fully wetted prior to adding the E5 Internal Cure admixture to the load.
- Perform trial batches in accordance with Section 601.03.02.G prior to furnishing the mix to demonstrate the adequacy of the design. Failure to demonstrate adequacy to the Engineer will be reason for rejection of design and require reverting to the standard Class AA mix with standard cure of the deck required.

#### **General Construction**

- A representative from Specification Products shall be on site during mix and placement unless waived due to Contractor/ready mix supplier previous experience with the batching and placement of E5 mixes.
- A minimum of two weeks prior to pouring the Class AA-IC concrete, notify the Project Engineer
  so that they may coordinate with researchers from the University of Louisville. The contractor
  shall provide access to the researchers to install sensors prior to the placement of the Class AAIC concrete. Protect the sensors from damage during placement of the concrete.
- Upon placement, no water is to be added to the deck for any reason.
- Evaporation retarders shall not be used but the finishing aid, E5 Miracle Aid manufactured by Specification Products, will be permitted as needed.

Note: This mix will have less bleed water than typical Class AA mixes although will finish easily without the finishing aid. In some cases (placements experiencing moderate to high evaporation rates) the E5 Miracle Aid finishing aid will be helpful.

• Contrary to Section 601.03.17, wet cure for the deck is eliminated and curing compound is not required on this structure, but all concrete shall be covered with white plastic sheeting (minimum 4 mil thickness) as soon as possible.

#### Measurement:

. The Department will measure the quantity in cubic yards according to the dimensions specified in the plans. No additional payment will be made for the nano silica admixture as it will be considered incidental to the Class AA-IC concrete.

#### **Payment**

• The Department will make payment for the completed and accepted quantities under the following:

Code Pay Item Pay Unit 26167EC Concrete, Class AA-IC Cubic Yard

#### SPECIAL NOTE FOR CONCRETE SEALING

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

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

#### II. MATERIALS.

**A. Sealer.** Use one of the following:

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

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

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

#### III. CONSTRUCTION.

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

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

- **D. Inspection:** Monitor all aspects of the project to assure compliance to this specification. Observe and document general conditions during the entirety of the project. Verify that each phase of work has been satisfactorily completed prior to beginning the next phase. Phases are described as follows:
  - 1. Dry cleaning to remove loose debris, verify and document:
    - a. All debris has been removed and disposed of properly.
  - 2. Removal of hydrocarbons, verify and document:
    - a. The manufacturer's recommended detergent is used for removal.
    - b. Hydrocarbons have been satisfactorily removed.
  - 3. Pressure washing, verify and document:
    - a. Washing pressure at the wand.
    - b. Tip size used.
    - c. Wash angle and stand-off distance.
    - d. The deck is satisfactorily cleaned.
  - 4. Sealer application, verify and document:
    - a. Proper cure time for new concrete.
    - b. Deck surface is dry.
      - 1. Document time since washed.
      - 2. Was deck opened to traffic after washing?
    - c. Ambient conditions.
      - 1. Document ambient temperature, surface temperature, relative humidity, and dew point.
    - d. Application and distribution method.
    - e. Coverage to be complete and even.
    - f. Material is not allowed to remain pooled.
    - g. Monitor material usage.
    - h. No traffic until proper cure time is allowed.

#### IV. MEASUREMENT

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

#### V. PAYMENT

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

#### SPECIAL NOTE FOR SUBGRADE STABILIZATION ALTERNATES

This Special Note 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.

- **1.0 DESCRIPTION.** Use one of the following two alternates for the subgrade stabilization.
  - a) Geogrid and geotextile fabric with nine additional inches of aggregate base
  - b) Twelve inches of chemical stabilization using cement

#### 2.0 MATERIALS

- **2.1 Geogrid:** Furnish Geogrid according to Section 304.
- **2.2 Type IV Geotextile Fabric:** Conform to Section 843.
- **2.3 Aggregate:** Conform to Section 805.
- 2.4 Cement, Asphalt Curing Seal, Water and Sand: Conform to Section 208.02.

#### 3.0 CONSTRUCTION

**3.1 Geogrid Alternate:** Add 9 inches of aggregate base (DGA or CSB) to the pavement structure. This will require excavating the subgrade by 9 inches more than shown on the plans. This excavation is incidental to Subgrade Stabilization.

Place the geotextile fabric first, then place the geogrid on top of the geotextile fabric so that they are at the bottom of the aggregate layer. Maintain tension on the geogrid and ensure there are no buckles or folds. Geogrid should not be completely placed before placing aggregate, but should be placed down at the front of a "paving train" consisting of the geogrid laydown equipment followed no further than 50 feet by the aggregate placement equipment. In curves and intersections, cut and overlap the geogrid. Place the geogrid and aggregate according to Sections 304 and 302. Contrary to Section 302.03.03, if the total aggregate base thickness is less than 12 inches, the aggregate base will be placed in one lift. If greater than 12 inches, place the aggregate in 5 inch to 12 inch lifts with the first lift being a minimum of 6 inches. All other construction and density requirements of Section 302 will apply.

- **3.2** Chemical Stabilization Alternate: Construct a 12 inch thick, chemically stabilized Roadbed according to section 208 using cement. See the geotechnical report for the correct percent by weight for the proper dry density of the soils on the site.
- **4.0 MEASUREMENT.** The Department will measure the quantity of Subgrade Stabilization in square yards. The square yard price will include the additional 9 inches of aggregate, the Type IV Geotextile Fabric and the Geogrid; Cement, Cement Stabilized Roadbed, Asphalt

Curing Seal, and Sand for Blotter. No separate payment will be made for the above items. The Department will not make payment for providing a geogrid manufacturer's representative and will consider it incidental to the bid item for Subgrade Stabilization. The Department will not measure excavation for an additional 9 inches of aggregate or adjusting subgrade differences between the alternates, and will consider such excavation or adjustments as incidental to Subgrade Stabilization. Fuel Price Adjustment does not apply to the subgrade stabilization bid item.

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

Code	Pay Item	<u>Pay Unit</u>
24790EC	Subgrade Stabilization	Square Yard

The Cabinet will consider payment as full compensation for all work required in this note. If the department determines a thicker stabilization section is needed once construction begins, the unit price for subgrade stabilization will be adjusted as follows:

Adjusted Unit Price = Original Unit Bid Price \* (New Thickness/Original Thickness of Alternate)

# **Special Notes for Cement Stabilization Option**

#### **DESCRIPTION**

If cement stabilization is the contractor's preferred method for this project in order to expedite construction, the curing time and testing of the subgrade have been approved to be subject to an experimental procedure. The subgrade is to be prepared and mixed per the Standard Specifications. The curing time is allowed to be lowered to 48 hours per the following items in this note

- A. The subgrade is to be tested with a nuclear density meter to ensure that the required maximum dry density and optimum moisture content have been achieved.
- B. The subgrade is to be coated with an asphalt curing seal within 12 hours of final mixing. This is to ensure that the proper moisture in maintained during this shortened curing period.
- C. After the 48 hour curing period the contractor can begin constructing the aggregate base layer. If any rutting of the treated subgrade layer is detected, it must be repaired immediately. Rutting is to be checked by driving a grader over the subgrade 5 times. If the depth of the ruts is three eights (3/8) of an inch or greater, construction of the aggregate layer is to be halted for an additional 24 hour curing period. Repair of the subgrade is defined as refilling any ruts and cutting any bulges to ensure the depth of stabilized material is 8 inches and the subgrade is at proper grade. The asphalt curing seal must be reapplied over disturbed areas so that it completely covers the stabilized area.
- D. If after 4 days of curing the subgrade is continuing to rut in excess of ½ inch it can be tested using a Dynamic Cone Pentrometer (DCP) by an approved tester. If the DCP tests result show that the subgrade has achieved 80 psi of bearing strength, or have increased in strength by at least 15 psi the contractor will be allowed to continue aggregate layer construction. The Geotechnical Branch will conduct DCP readings at the start of construction to determine a baseline bearing strength to compare DCP readings to.
- E. If DCP results do not show the required strength the contractor can attempt checking the rutting depth or wait the full 7 day curing period.

F. The Geotechnical Branch will coordinate with the district construction personnel to ensure that the core samples of the subgrade are taken. The rate of the core sampling will be determined during subgrade construction to ensure enough are taken to be representative of the entire subgrade. These core will be tested for verification of the subgrade strength.

# **Do Not Disturb - Ground Disturbance Restriction**

# US-79 Bridge over Whippoorwill Creek Logan County KYTC Item No. 3-10010.00

DUE TO THE PRESENCE ENVIRONMENTAL CONCERNS ADJACENT TO THE PROJECT, NO GROUND DISTURBANCE MUST OCCUR AT THIS LOCATION.

#### LOCATION:

Areas outside of, but adjacent to, the North end of the project on the West side of US-79, located between Stations 10+50 and 13+00. \*SEE ATTACHED MAPPING\*.

#### STIPULATIONS:

- 1 The contractor shall have access to all areas within this project, including existing and proposed rights-of-way and temporary easements. Areas outside of, but adjacent to the North end of the project on the West side of US-79 have existing environmental concerns and shall not be disturbed.
- 2 The contractor shall ensure this area is not directly or inadvertently disturbed. Ground disturbance includes digging and earthmoving activities, staging and storage of material and equipment, and staging and movement of vehicles. See attached mapping for the location of the Do Not Disturb area.
- 3 Any ground disturbance associated with this project at this location falls under the responsibility of the contractor. If it is subjected to ground disturbance, the contractor will be responsible for all reasonable costs to mitigate the damage. Please ensure on-the-ground personnel are made aware of this ground disturbance restriction.

#### If there are any questions regarding this note, please contact:

Gavin Hodges, Environmental Coordinator, KYTC District 3 Office. (270) 746-7898 Carl Shields, Environmental Scientist, Division of Environmental Analysis, (502) 782-5032 Danny Peake, Director, KYTC Division of Environmental Analysis (502) 564-7250.

For Tree Removal

Logan County US-79 Bridge Rehab Project Item No. 3-10010.00

NO CLEARING OF TREES 5 INCHES OR GREATER (DIAMETER BREAST HEIGHT) FROM JUNE 1- 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.

## For Tree Removal

# Todd County US-79 Minor Widening Project Item No. 3-80102.00

NO CLEARING OF TREES 5 INCHES OR GREATER (DIAMETER BREAST HEIGHT) FROM JUNE 1- 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.

## For Tree Removal

# Todd County US-79 Minor Widening Project from MP 1.6 to MP 2.5 Item No. 03-80001.20

NO CLEARING OF TREES 5 INCHES OR GREATER (DIAMETER BREAST HEIGHT) FROM JUNE 1- 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 PIPELINE INSPECTION

- 1.0 DESCRIPTION. The Department will perform visual inspections on all pipe on the project. A video inspection will be required on projects having more than 250 linear feet of storm sewer and/or culvert pipe and on routes with an ADT of greater than 1,000 vehicles. Conduct video inspections on all pipe located under the roadway and 50 percent of the remaining pipe not under the roadway. Storm sewer runs and outfall pipes not under the roadway take precedence over rural entrance pipes. Contractors performing this item of work must be prequalified with the Department in the work type J51 (Video Pipe Inspection and Cleaning). Deflection testing shall be completed using a mandrel in accordance with the procedure outlined below or by physical measurement for pipes greater than 36inches in diameter. Mandrel testing for deflection must be completed prior to the video inspection testing. Unless otherwise noted, Section references herein are to the Department's Standard Specifications for Road and Bridge Construction, current edition.
- **2.0 VIDEO INSPECTION.** Ensure pipe is clear of water, debris or obstructions. Complete the video inspection and any necessary measurement prior to placing the final surface over any pipe. When paving will not be delayed, take measurements 30 days or more after the completion of earthwork to within 1 foot of the finished subgrade. Notify the Engineer a minimum of 24 hours in advance of inspection and notify the Engineer immediately if distresses or locations of improper installation are logged.

#### 2.1 INSPECTION FOR DEFECTS AND DISTRESSES

- **A)** Begin at the outlet end and proceed through to the inlet at a speed less than or equal to 30 ft/minute. Remove blockages that will prohibit a continuous operation.
- **B)** Document locations of all observed defects and distresses including but not limited to: cracking, spalling, slabbing, exposed reinforcing steel, sags, joint offsets, joint separations, deflections, improper joints/connections, blockages, leaks, rips, tears, buckling, deviation from line and grade, damaged coatings/paved inverts, and other anomalies not consistent with a properly installed pipe.
- C) During the video inspection provide a continuous 360 degree pan of every pipe joint.
- **D)** Identify and measure all cracks greater than 0.1" and joint separations greater than 0.5".
- **E)** Video Inspections are conducted from junction to junction which defines a pipe run. A junction is defined as a headwall, drop box inlet, curb box inlet, manhole, buried junction, or other structure that disturbs the continuity of the pipe. Multiple pipe inspections may be conducted from a single set up location, but each pipe run must be on a separate video file and all locations are to be referenced from nearest junction relative to that pipe run.
- F) Record and submit all data on the TC 64-765 and TC 64-766 forms.

- **3.0 MANDREL TESTING.** Mandrel testing will be used for deflection testing. For use on Corrugated Metal Pipe, High Density Polyethylene Pipe, and Polyvinyl Chloride Pipe, use a mandrel device with an odd number of legs (9 minimum) having a length not less than the outside diameter of the mandrel. The diameter of the mandrel at any point shall not be less than the diameter specified in Section 3.6. Mandrels can be a fixed size or a variable size.
  - 3.1 Use a proving ring or other method recommended by the mandrel manufacturer to verify mandrel diameter prior to inspection. Provide verification documentation for each size mandrel to the Engineer.
  - **3.2** All deflection measurements are to be based off of the AASHTO Nominal Diameters. Refer to the chart in section 3.6.
  - 3.3 Begin by using a mandrel set to the 5.0% deflection limit. Place the mandrel in the inlet end of the pipe and pull through to the outlet end. If resistance is met prior to completing the entire run, record the maximum distance achieved from the inlet side, then remove the mandrel and continue the inspection from the outlet end of the pipe toward the inlet end. Record the maximum distance achieved from the outlet side.
  - 3.4 If no resistance is met at 5.0% then the inspection is complete. If resistance occurred at 5.0% then repeat 3.1 and 3.2 with the mandrel set to the 10.0% deflection limit. If the deflection of entire pipe run cannot be verified with the mandrel then immediately notify the Engineer.
  - 3.5 Care must be taken when using a mandrel in all pipe material types and lining/coating scenarios. Pipe damaged during the mandrel inspection will be video inspected to determine the extent of the damage. If the damaged pipe was video inspected prior to mandrel inspection then a new video inspection is warranted and supersedes the first video inspection. Immediately notify the Engineer of any damages incurred during the mandrel inspection and submit a revised video inspection report.
  - 3.6 AASHTO Nominal Diameters and Maximum Deflection Limits.

Base Pipe Diameter	AASHTO Nominal Diameter	Max. De	flection Limit
1		5.0%	10.0%
(inches)	(inches)	(iı	nches)
15	14.76	14.02	13.28
18	17.72	16.83	15.95
24	23.62	22.44	21.26
30	29.53	28.05	26.58
36	35.43	33.66	31.89
42	41.34	39.27	37.21
48	47.24	44.88	42.52
54	53.15	50.49	47.84
60	59.06	56.11	53.15

- **4.0 PHYSICAL MEASUREMENT OF PIPE DEFLECTION.** Alternate method for deflection testing when there is available access or the pipe is greater than 36 inches in diameter, as per 4.1. Use a contact or non-contact distance instrument. A leveling device is recommended for establishing or verifying vertical and horizontal control.
  - **4.1** Physical measurements may be taken after installation and compared to the AASHTO Nominal Diameter of the pipe as per Section 3.6. When this method is used, determine the smallest interior diameter of the pipe as measured through the center point of the pipe (D2). All measurements are to be taken from the inside crest of the corrugation. Take the D2 measurements at the most deflected portion of the pipe run in question and at intervals no greater than ten (10) feet through the run. Calculate the deflection as follows:

% Deflection = [(AASHTO Nominal Diameter - D2) / AASHTO Nominal Diameter] x 100%

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

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

- **4.2** Record and submit all data.
- **5.0 DEDUCTION SCHEDULE.** All pipe deductions shall be handled in accordance with the tables shown below.

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

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

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

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

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

CodePay ItemPay Unit24814ECPipeline InspectionLinear Foot10065NSPipe Deflection DeductionDollars

### SPECIAL NOTE FOR NON-TRACKING TACK COAT

- 1. DESCRIPTION AND USEAGE. This specification covers the requirements and practices for applying a non-tracking tack asphalt coating. Place this material on the existing pavement course, prior to placement of a new asphalt pavement layer. Use when expedited paving is necessary or when asphalt tracking would negatively impact the surrounding area. This material is not suitable for other uses. Ensure material can "break" within 15 minutes under conditions listed in 3.2.
- 2. MATERIALS, EQUIPMENT, AND PERSONNEL.
  - 2.1 Non-Tracking Tack. Provide material conforming to Subsection 2.1.1.
  - 2.1.1 Provide a tack conforming to the following material requirements:

Property	Specification	Test Procedure
Viscosity, SFS, 77 ° F	20 - 100	AASHTO T 72
Sieve, %	0.3 max.	AASHTO T 59
Asphalt Residue <sup>1</sup> , %	50 min.	AASHTO T 59
Oil Distillate, %	1.0 max.	AASHTO T 59
Residue Penetration, 77 ° F	0 - 30	AASHTO T 49
Original Dynamic Shear (G*/sin δ), 82 ° C	1.0 min.	AASHTO T 315
Softening Point, ° F	149 min.	AASHTO T 53
Solubility, %	97.5 min.	AASHTO T 44

<sup>&</sup>lt;sup>1</sup> Bring sample to 212 °F over a 10-15 minute period. Maintain 212 °F for 15-20 minutes or until 30-40 mL of water has distilled. Continue distillation as specified in T59.

- 2.2. Equipment. Provide a distributor truck capable of heating, circulating, and spraying the tack between 170 °F and 180 °F. Do not exceed 180 °F. Circulate the material while heating. Provide the correct nozzles that is recommend by the producer to ensure proper coverage of tack is obtained. Ensure the bar can be raised to between 14" and 18" from the roadway.
- 2.3. Personnel. Ensure the tack supplier has provided training to the contractor on the installation procedures for this product. Make a technical representative from the supplier available at the request of the Engineer.

### 3. CONSTRUCTION.

3.1 Surface Preparation. Prior to the application of the non-tracking tack, ensure the pavement surface is thoroughly dry and free from dust or any other debris that would inhibit adhesion. Clean the surface by scraping, sweeping, and the use of compressed air. Ensure this preparation process occurs shortly before application to prevent the return of debris on to the pavement. If rain is expected within one hour after application, do not apply material. Apply material only when the surface is dry, and no precipitation is expected.

- 3.2 Non-tracking Tack Application. Placement of non-tracking tack is not permitted from October 1<sup>st</sup> to May 15<sup>th</sup>. When applying material, ensure the roadway temperature is a minimum of 40°F and rising. Prior to application, demonstrate competence in applying the tack according to this note to the satisfaction of the Engineer. Heat the tack in the distributor to between 170 180 °F. After the initial heating, between 170 180 °F, the material may be sprayed between 165 °F and 180 °F. Do not apply outside this temperature range. Apply material at a minimum rate of 0.70 pounds (0.08 gallons) per square yard. Ensure full coverage of the material on the pavement surface. Full coverage of this material is critical. Increase material application rate if needed to achieve full coverage. Schedule the work so that, at the end of the day's production, all non-tracking tack is covered with the asphalt mixture. If for some reason the non-tracking tack cannot be covered by an asphalt mixture, ensure the non-tracking tack material is clean and reapply the non-tracking tack prior to placing the asphalt mixture. Do not heat material more than twice in one day.
- 3.3 Non-tracking Tack Certification. Furnish the tack certification to the Engineer stating the material conforms to all requirements herein prior to use.
- 3.4 Sampling and Testing. The Department will require a sample of non-tracking tack be taken from the distributor at a rate of one sample per 15,000 tons of mix. Take two 1 gallon samples of the heated material and forward the sample to the Division of Materials for testing within 7 days. Ensure the product temperature is between 170 and 180 °F at the time of sampling.
- 4. MEASUREMENT. The Department will measure the quantity of non-tracking tack in tons. The Department will not measure for payment any extra materials, labor, methods, equipment, or construction techniques used to satisfy the requirements of this note. The Department will not measure for payment any trial applications of non-tracking tack, the cleaning of the pavement surface, or furnishing and placing the non-tracking tack. The Department will consider all such items incidental to the non-tracking tack.
- 5. PAYMENT. The Department will pay for the non-tracking tack at the Contract unit bid price and apply an adjustment for each manufacturer's lot of material based on the degree of compliance as defined in the following schedule. Non-tracking tack will not be permitted for use from October 1<sup>st</sup> to May 15<sup>th</sup>. During this timeframe, the department will allow the use of an approved asphalt emulsion in lieu of a non-tracking tack product but will not adjust the unit bid price of the material. When a sample fails on two or more tests, the Department may add the deductions, but the total deduction will not exceed 100 percent.

Non-Tracking	g Tack Pri	ce Adjus	stment Sc	hedule		
Test	Specification	100% Pay	90% Pay	80% Pay	50% Pay	0% Pay
Viscosity, SFS, 77 ° F	20 – 100	19 - 102	17 - 18	15 - 16	14	≤13
			103 - 105	106 - 107	108 - 109	≥ 110
Sieve, %	0.30 max.	≤ 0.40	0.41 - 0.50	0.51 - 0.60	0.61 - 0.70	≥ 0.71
Asphalt Residue, %	50 min.	≥49.0	48.5 – 48.9	48.0 - 48.4	47.5-47.9	≤ 47.4
Oil Distillate, %	1.0 max.	≤1.0	1.1-1.5	1.6 - 1.7	1.8-1.9	>2.0
Residue Penetration, 77 ° F.	30 max.	≤ 31	32 - 33	34 - 35	36 - 37	≥ 38
Original Dynamic Shear (G*/sin δ), 82 ° C	1.0 min.	≥0.95	0.92 - 0.94	0.90 - 0.91	0.85 - 0.89	≤ 0.84
Softening Point, ° F	149 min.	≥145	142 - 144	140 - 141	138 - 139	≤ 137
Solubility, %	97.5 min.	≥ 97.0	96.8 – 96.9	96.6 – 96.7	96.4 – 96.5	≤ 96.3

Code<br/>24970ECPay Item<br/>Asphalt Material for Tack Non-TrackingPay Unit<br/>Ton

Revised: May 23, 2022

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

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

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



Andy Beshear GOVERNOR

Jim Gray SECRETARY

### **Asbestos Inspection Report**

To: Gavin Hodges

District: 3

Date: January 12, 2021

Conducted By: O'Dail Lawson

Report Prepared By: O'Dail Lawson

### **Project and Structure Identification**

Project Number: Logan 03-80100.00

Structure ID: 071B00026N

Structure Location: US-79 (Clarksville Road) over Vicks Branch.

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

Inspection Date: January 6, 2021

### **Results and Recommendations**

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

It is recommended that this report accompany the 10-Day Notice of Intent for Demolition (<u>DEP7036Form</u>) 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.

Analysis N#

Client Name:

Contract ID: 221341 Page 42 of 266



MRS, Inc. Analytical Laboratory Division

Address: Logan - 1-80100 071B00026N

Fax:

(502) 495-1212

(502) 491-7111

Histogers Menal

332 West Broadway / Suite # 902 Louisville, Kentucky - 40202 - 2133

# 3101115

KYTC

Methodology: EPA Method 600/R-93-116

11-Jan-21

Winterford Mensah

Date Analyzed:

Analyst

### **BULK SAMPLE ASBESTOS ANALYSIS**

Sampled	Ву:	O'Dail La	iwson								
				1							
	<u> </u>			1	FIBROUS A	ASBESTOS	ī		ON-ASBES	TOS FIBER	I
Sample ID	Color	Layered	Fibrous	Chrysotile	Amosite	crocidolite	Others	Cellulose	Fiberglass	Syn. Fiber	Other/Mat.
# L 1	Gray	Yes	No				None				100%
-	-	•	-	•	-	-	-	•			

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

AJHA #102459

# KENTUCKY TRANSPORTATION CABINET (502) 564-725

### Chain of Custody Record Kentucky Transportation Cabinet

200 Mero Street, 5th Floor West Frankfort, Kentucky 40622 (502) 564-7250 fax (502) 564-5655

Address: 200 Phone: 502-7 Phone: 502-7 Project ID	il Lawson o'dai C Mero Street Grott KY 782-5020 Ogaw 3-8 Oslaw 3-8	Fax: 502-564-5655 N/A = Not Applicable  Collected  Date Time  (/c/zo N.oc)  Date Time  (/c/zo N.oc)  Date Time  (/c/zo N.oc)  Date/Time:  Date/Time:  Date/Time:		45-79	Matrix Color Neepring green	Color Cont. Type	Preservative N/A
Received at Lab By:	b By:	Date/Time:	e:				
			KYTCCOC				D 20



Andy Beshear Governor

Jim Gray Secretary

### **Asbestos Inspection Report**

To: Gavin Hodges

District: 3

Date: January 22, 2020

Conducted By: O'Dail Lawson

Report Prepared By: O'Dail Lawson

### **Project and Structure Identification**

Project Number: Logan 03-10010

Structure ID: 071B00025N

Structure Location: US-79 (Clarksville Road) over Whippoorwill Creek

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

Inspection Date: January 14, 2020

### **Results and Recommendations**

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

It is recommended that this report accompany the 10-Day Notice of Intent for Demolition (<u>DEP7036 Form</u>) 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.

Analysis N#



MRS, Inc. Analytical Laboratory Division

332 West Broadway / Suite # 902 Louisville, Kentucky - 40202 - 2133

# 201214

(502) 495-1212 Fax: (502) 495-0566

Address: Logan - 3-10010 071B00025N

### **BULK SAMPLE ASBESTOS ANALYSIS**

Client Na	me:	KYTC									•
Sampled	Ву:	O'Dail La	wson			-				<u> </u>	
				%	FIBROUS	ASBESTOS	H HIT H	% N	ON-ASBES	TOS FIBE	RS
Sample ID	Color	Layered	Fibrous	Chrysotile	Amosite	crocidolite	Others	Cellulose	Fiberglass	Syn. Fiber	Other/Mat.
#L1	Black	Yes	No				None				100%
# L 2	Black	Yes	No				None				100%
						-					
<u> </u>											
	<u>                                     </u>		<u>                                     </u>			<u></u>					
		<u> </u>					-				
	<del>                                     </del>	<del> </del>									-
	<u> </u>		ļ					ļ			
									<u></u>		
Methodo	ology : EPA	Method 6	00/R-93-1	16							

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

AIHA # 102459

21-Jan-20

Winterford Mensah

Date Analyzed:

Analyst

AJHA #1 02459

Historias Meral

### KENTUCKY TRANSPORTATION CABINET

## Chain of Custody Record

Kentucky Transportation Cabinet

200 Mero Street, 5th Floor West Frankfort, Kentucky 40622 (502) 564-7250 fax (502) 564-5655

O'Dail Lawson o'dail. Tawson @ ky.gov   Client Information KY TRANSPORTATION CABINET (15-79 O'Ven (J)h'pperusi 11 Gode:  200 Mero Street Frankfort KY S02-782-5020 Fax: 502-564-5655 N/A = Not Applicable Samplers (signature):	Logan 3-10010 ON1300035N Matrix Color Cont.  Analysis Requested Matrix Color Cont.  Type Preservative  Soint Compounds  Algebra Galla  Analysis Requested birania of the NiA  Soint Compounds  Agreem Galla  Agric Lo Apowas  Agric Lo Apowas	1 Date/Fine:  The Date/Fine:  Bate/Fine:  b By:  Date/Fine:	RYTC COC
O'Dail Lawson o'c KYTC Address: 200 Mero Street Frankfort KY Phone: 502-782-5020	Project ID Logan 3- Sample ID Sample Description L1 Soint Compan L3 Soint Color	Received By: Received By: Relinquished By: Received at Lab By:	



Andy Beshear GOVERNOR

Jim Gray SECRETARY

### **Asbestos Inspection Report**

To: Gavin Hodges

District: 3

Date: January 12, 2021

Conducted By: O'Dail Lawson

Report Prepared By: O'Dail Lawson

### **Project and Structure Identification**

Project Number: Todd 03-80102.00

Structure ID: 110B00012N

Structure Location: US-79 over Elk Fork Creek.

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

Inspection Date: January 6, 2021

### **Results and Recommendations**

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

It is recommended that this report accompany the 10-Day Notice of Intent for Demolition (<u>DEP7036Form</u>) 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.

Analysis N#

Client Name:



# 3101114

KYTC

MRS, Inc. Analytical Laboratory Division

Address: Todd 3-80102 110 B00012N

(502) 495-1212

332 West Broadway / Suite # 902 Louisville, Kentucky - 40202 - 2133 Fax: (502) 491-7111

### **BULK SAMPLE ASBESTOS ANALYSIS**

Sampled	Ву:	O'Dail La	awson			_					_
				%	FIBROUS	ASBESTOS		% N	ON-ASBES	TOS FIBEI	RS
Sample ID	Color	Layered	Fibrous	Chrysotile	Amosite	crocidolite	Others	Cellulose	Fiberglass	Syn. Fiber	Other/Mat.
#T-1	Gray	Yes	No	2%	(To Be	Point Cou	ınted)	2%			96%
#T-2	Gray	Yes	No				None				100%

vietnodology :	EPA Method	600/R-93-116

Date Analyzed: 11-Jan-21

Winterford Mensah Reviewed By: Tintogaro Menage Analyst

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

AIHA # 102459 AJHA #1 02459

### MRS, INC.

### MRS, Inc. Analytical Laboratory Division

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

**Client: KYTC Project No:** #3101114 B Address: 200 Mero Street Sample ID: #T-1 Frankfort, KY Sampled: 6-Jan-21 40601 Received: 7-Jan-21 Analyzed: 11-Jan-21 - Point Count -Attention: O'Dail Lawson

Bulk Sample Analysis							
Commission Dec	. OlDail Lawren						
	: O'Dail Lawson						
Facility/Location		012N					
Field Description:	Reflector Mastic						
Laboratory Descri	ption:						
	Gray Material						
Asbestos Materia	ls:						
	Chrysotile = 1/400 = 0.25 % ( < 2	L %) Sample Is Negative					
Non-Asbestos Fibrous Materials :							
	Cellulose	0.25 %					
		99.50 %					
		99.70.70					
	Binders	33.30 /0					
	Binders	33.30 //					
	mple was analyzed for asbestos cont	ent following the EPA Methodology					
(600/F	mple was analyzed for asbestos cont R-93/116). The test relates only to th	ent following the EPA Methodology e items tested. This report does not					
(600/F	mple was analyzed for asbestos cont	ent following the EPA Methodology e items tested. This report does not					
(600/F repres	mple was analyzed for asbestos cont R-93/116). The test relates only to the sent endorsement by NVLAP or any a	ent following the EPA Methodology e items tested. This report does not					

AIHA #102459 / AIHA #102459 / AIHA #102459

## Chain of Custody Record Kentucky Transportation Cabinet 200 Mero Street, 5th Floor West Frankfort, Kentucky 40622 (502) 564-7250 fax (502) 564-5655

	O'Dail Lawson o'dail.lawson@ky.gov	Client Inf	ormation	Client Information KY TRANSPORTATION CABINET					
		Results Code:	de:			7			
Address:	Street			11. CO	MIX LORD Crosh.	200	Spale.		
	KY								
Phone:	502-782-5020 Fax: $502-564-5655$ N/A = Not Applicable	N/A = No	t Applicable						
PO#:	1			Samplers (signature):	<				
Project ID	Told 3-80103	10/1	WE1000 \$1011		Sell ferren				
		Coll	Collected			Matrix (	Color Cont.	nt.	
Sample ID	Sample ID Sample Description	Date	Time	Analysis Requested	>			Dreservative	•
F	ReFlector MASTIZ	1-6-9-1	2:11	Asberry Could		M ASIN'C	976	N/A	
4.7	Soint Compound	->	$\rightarrow$			Negrine 6	ove.		
		-			k)			(KC)	
						+			T
Relinquished By:	ed By:		Date/Time:	2					
Received Bv.	. X		Date/Time:						
	Micheles Menor	. 0	1/10/10	2					
Relinquished By:	ed By:		Date/Time:						
Received at Lab By:	t Lab By:		Date/Time:						
				- I				L oped	
				NATC COC				Page 1	

### KENTUCKY TRANSPORTATION CABINET

## Chain of Custody Record Kentucky Transportation Cabinet

Kentucky Iransportation Ca 200 Mero Street, 5th Floor West Frankfort, Kentucky 40622 (502) 564-7250 fax (502) 564-5655

O'Dail Lawson <u>o'dail lawson@ky.gov</u> KYTC Address: 200 Mero Street Frankfort KY	Ky.gov   Client Information   KY TRANS CABINET   Results Code:   ND = None Detected   FTD = Filter Tampering or Damaged				
7250 Fax:	502-564-5655 N/A = Not Applicable Samplers (signature):				
Project or Subject Reference	: 45 79 mer 1 cx RR Bridge # 110 B000 11 N	N 11 000			
. ID Sample Description	Collected Anal	Grab/ Comp.	No. of Cont.	Cont. Type	Preservative
(1) Black - Joint Compound	1 6-26-19 12:51 Asbestos (				N/A
Relinquished By:	Date/Time;				
Received By:	Date/Time: 19				
Relinquished By:	Date/Pime:				
Received at Lab By;	Date/Time:				
	KYTC COC				Page 1



### MRS, Inc. Analytical Laboratory Division

332 West Broadway / Suite # 902 Louisville, Kentucky - 40202 - 2133

4.007050

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

### **BULK SAMPLE ASBESTOS ANALYSIS**

Analysis N#	# 907059	Address: Todd County-3-80001 110B00011 N
Client Name:	KYTC	US 79 Over CSX Rail Road
Sampled By:	KYTC	

				%	FIBROUS A	ASBESTOS		% NON-ASBESTOS FIBERS		<b>RS</b>	
Sample ID	Color	Layered	Fibrous	Chrysatile	Amosite	crocidolite	Others	Cellulose	Fiberglass	Syn. Fiber	Other/Mat.
#1	Black	Yes	No				None				100%
		ľ									
	1		<del></del>								
		<del>                                     </del>					-				
		<del>                                     </del>		<del>                                     </del>							
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<u> </u>		<del>                                     </del>								<u> </u>	
	<u> </u>		J	1					1		1

Methodology:	EPA Method	l 600/	R-93-116
--------------	------------	--------	----------

5-Jul-19 Date Analyzed:

Analyst Winterford Mensah Reviewed By: interpers Mercal

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

AIHA # 102459 AJHA #1 02459 30

# ENVIRONMENTAL TRAINING CONCEPTS, INC

P.O Box 99603 Louisville, KY 40269 (502)640-2951

Certification Number: ETC-AIR-041619-00415

### O'Dail Lawson

has on 04-16-2019, attended and successfully completed the requirements and passed the examination with a score of 70% of better on the entitled course.

### **ASBESTOS INSPECTOR REFRESHER**

SOR

305

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

Conducted at: 1520 Alliant Ave., Louisville, KY

Wame - Training Manager

Expiration Date: 04-16-2020

Vame - Instructor

305

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

I. Allowable Days of Single Lane Traffic Per Structure. The Contractor has the option of selecting the starting date for each structure replacement on this Contract but will only be allowed a limited number of calendar days for one lane traffic for traffic to travel in the vicinity of and through each structure. Once selected, notify the Department in writing of the date selected at least two weeks prior to beginning work. Multiple structures can have single lane traffic at the same time, but each structure must be completed within the number of allowable single lane closure calendar days listed below. All work on the contract is to be completed by November 15, 2023. An allotted number of Calendar days allowed for single lane traffic are assigned to each structure in this contract as shown below.

<u>STRUCTURE</u>	NO. OF CALENDAR DAYS OF SINGLE LANE CLOSURE	COMPLETION DATE
28430 (Whippoorwill)	50	November 15, 2023
28424 (CSX Railroad)	n/a	November 15, 2023
28425 (Spring Creek)	n/a	November 15, 2023
28466 (Vicks Branch)	100	November 15, 2023
28467 (Elk Fork Creek)	100	November 15, 2023

Contrary to Section 108.07.02, the Engineer will begin charging calendar days for a structure on the day the Contractor starts work or sets up traffic control on that particular structure.

II. LIQUIDATED DAMAGES. Liquidated damages will be assessed the Contractor in accordance with the Transportation Cabinet, Department of Highway's 2019 Standard Specifications for Road and Bridge Construction, Section 108.09, when either the allotted number of calendar days of single lane closure or the November 15, 2023 date is exceeded. Damages may be applied concurrently for multiple structures if each are beyond the allowable number of calendar days of single lane closure.

Contrary to the Standard Specifications, liquidated damages will be assessed during the months of December, January, February and March when the contract time has expired on any individual bridge or bridges. Contract time will be charged during these months.

All construction must be completed in accordance with the weather limitations specified in Section 601. 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.

### **Project Construction Schedule**

These projects (03-10010.00, 03-80001.20, 03-80100.00, & 03-80102.00) will have a combined fixed completion date of November 15, 2023. Liquidated damages at the rate of \$4,000/day will be charged for each day or fraction of a day beyond the above completion date that construction is not complete.

LOGAN - TODD COUNTIES Contract ID: 221341 BDG\_0791 (011) Page 56 of 266



### KENTUCKY TRANSPORTATION CABINET Department of Highways

TC 62-226 Rev. 01/2016

### **DIVISION OF RIGHT OF WAY & UTILITIES**

Page 1 of 1

<b>✓</b> Original		Re-C	ertificatio	n	RIGHT O	F WAY CERTIFICATION	ON		
ITEM	#			COUNTY	PROJE	CT # (STATE)	PROJECT # (FEDERAL)		
3-80100.00			Loga	n	12F0 FD52 071 1221701R NHPP 0791 (007)				
PROJECT DESC	RIPTIC	N							
Replace and v	viden b	oridge c	on US 79, 0	Guthrie - Russellville					
	No Additional Right of Way Required								
					-	-	nce to FHWA regulations		
					isitions Policy Act o	f 1970, as amended. N	lo additional right of way or		
relocation assist									
•				of Way Required and					
				ol of access rights when					
							may be some improvements		
_	_	-			•		physical possession and the		
							n paid or deposited with the ilable to displaced persons		
				ince with the provisions			liable to displaced persons		
				of Way Required with		vit an ective.			
					• •	-of-way required for t	ne proper execution of the		
							n has not been obtained, but		
	-		•		•		s physical possession and right		
-				· ·	•		e court for most parcels. Just		
				be paid or deposited wi					
				of Way Required wit					
_					•	nplete and/or some pa	rcels still have occupants. All		
-	_			nt housing made availal	•		· · · · · · · · · · · · · · · · · · ·		
requesting author	orizatio	n to ad	vertise this	project for bids and to	proceed with bid le	tting even though the	necessary right of way will not		
be fully acquired	l, and/d	or some	occupants	will not be relocated, a	nd/or the just com	pensation will not be p	paid or deposited with the		
court for some p	arcels	until aft	ter bid lettii	ng. KYTC will fully meet	all the requirement	ts outlined in 23 CFR 6	35.309(c)(3) and 49 CFR		
	-		-	all acquisitions, relocati		ents after bid letting ar	nd prior to		
			ntract or fo	rce account construction					
Total Number of Par			2	EXCEPTION (S) Parcel #	ANTICI	PATED DATE OF POSSESSIO	N WITH EXPLANATION		
Number of Parcels 1	hat Have	e Been Ad	quired						
Signed Deed			2						
Condemnation Signed ROE									
	s (Text i	s limited	l. Use additi	onal sheet if necessary.)					
,			=	• • • • • • • • • • • • • • • • • • • •					
LPA RW Project Manager Right of Way Supervisor									
Printed Name Printed Name Mike Russell									
Signature									
Date					Date	3/24/2022			
	Rig	ht of W	/ay Directo	or		FHWA			
Printed Name					Printed Name	No Signa	ture Required		
Signature	11	1 1		Digitally signed by Kelly R. Divine	Signature		HWA-KYTC		
Date	1	un R.	Ome [	Date: 2022.03.24 13:56:35 -05'00'	Date	Current Stev	vardship Agreement		

 LOGAN - TODD COUNTIES
 Contract ID: 221341

 BDG\_0791 (011)
 Page 57 of 266



### KENTUCKY TRANSPORTATION CABINET Department of Highways

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

### DIVISION OF RIGHT OF WAY & UTILITIES

$\checkmark$	Original		Re-C	ertificatio	n	RIGHT O	F WAY CERTIFICATION	ON
	ITEM	#			COUNTY	PROJE	CT # (STATE)	PROJECT # (FEDERAL)
3-	10010.00			Loga	n	12F0 FD52 0	)71 9484301R	NHPPBRO 0791 (006)
PRO.	IECT DESCI	RIPTIO	N			•		,
				ondition o	n US 79 at Whipporwill	Creek Bridge nea	nr KY 1151	
	No Additi					Greek Bridge free		
Cons			_			The right of way w	ras acquired in accorda	nce to FHWA regulations
							•	o additional right of way or
reloc	ation assista	ance we	re req	uired for th	is project.			
	Condition	#1(A	dditio	nal Right	of Way Required and	Cleared)		
			-	_	ol of access rights when		-	
-				-	•			may be some improvements
	_	_	-			•		physical possession and the
								n paid or deposited with the
					nce with the provisions			ilable to displaced persons
					of Way Required with		va directive.	
The r						-	-of-way required for the	ne proper execution of the
						_	•	has not been obtained, but
-		-		-		•		physical possession and right
to re	nove, salva	ge, or d	emolis	h all impro	vements. Just Compens	ation has been paid	d or deposited with the	court for most parcels. Just
Comp	ensation fo	r all pe	nding բ	parcels will	be paid or deposited wi	th the court prior t	o AWARD of construct	ion contract
	Condition	n # 3 (A	dditio	nal Right	of Way Required with	n Exception)		
	-	_					·	rcels still have occupants. All
					nt housing made availal			
-	_							necessary right of way will not
								paid or deposited with the
	-				all acquisitions, relocati	-		35.309(c)(3) and 49 CFR
		-		-	rce account construction		ents after blu letting af	ia prior to
	lumber of Pard			3	EXCEPTION (S) Parcel #		PATED DATE OF POSSESSIO	N WITH EXPLANATION
Numb	er of Parcels T	hat Have	Been Ac					
Signed	Deed			3				
Conde	mnation							
Signed		/T	1::A.a.al	l lan additi				
notes	/ Comments	( <u>rext is</u>	iimited	. Use additi	onal sheet if necessary.)			
	LPA RW Project Manager Right of Way Supervisor						pervisor	
Print	ed Name			,	0	Printed Name	Mike Russell	
Sig	nature					Signature	11/1-1-17 d	
Date   Date   6/9/2022								
		Righ	t of W	/ay Directo	or		FHWA	
Print	ed Name			<u>-</u>		Printed Name	STAGE MISSES FOR	60 60 60
Sig	nature	1/ - 11			Digitally signed by Kelly Divine	Signature	No Signatur as per FHV	15
	Date	<del>vell</del>	y U		<del>Date: 2022.06.10 12:35:00</del> 05'00'	Date	Current Stewar	dship Agreement

 LOGAN - TODD COUNTIES
 Contract ID: 221341

 BDG 0791 (011)
 Page 58 of 266



### KENTUCKY TRANSPORTATION CABINET Department of Highways

### **DIVISION OF RIGHT OF WAY & UTILITIES**

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

$\boxtimes$	Original		Re-C	ertificatio	n		RIGHT OF WAY CERTIFICATION				
	ITEM	#			COUNTY		PROJE	CT # (STATE)	PROJECT # (FEDERAL)		
3-80	102.00			Todd & L	ogan.		12F0 FD52 0	71 1221702R	NHPP 0791 (007)		
PRO.	IECT DESCI	RIPTIO	N								
Repla	ace and wi	den br	idge o	n US 79, G	Guthrie - Russellv	⁄ille					
$\Box$	No Additi	onal R	ight of	Way Rec	uired						
Const			_			f way. Th	e right of way w	as acquired in accord	ance to FHWA regulations		
unde	r the Unifor	m Relo	cation	Assistance	and Real Property	/ Acquisiti	ons Policy Act o	of 1970, as amended.	No additional right of way or		
reloc	ation assista	ance we	ere req	uired for th	nis project.						
$\boxtimes$	Condition	#1(A	dditio	nal Right	of Way Required	d and Cle	eared)				
All ne	cessary righ	nt of wa	ay, inclu	uding contr	ol of access rights	when ap	plicable, have b	een acquired includin	g legal and physical		
posse	ession. Trial	or app	eal of c	ases may b	e pending in cour	t but lega	I possession has	s been obtained. Ther	e may be some improvements		
rema	ining on the	right-c	of-way,	but all occ	upants have vacat	ted the la	nds and improv	ements, and KYTC has	s physical possession and the		
rights	to remove	, salvag	e, or de	emolish all	improvements an	d enter o	n all land. Just (	Compensation has bee	en paid or deposited with the		
									ailable to displaced persons		
adeq					ance with the prov			VA directive.			
		•			of Way Required		<u> </u>				
					_		_		the proper execution of the		
		-		•			•		on has not been obtained, but		
_	-				•	-			is physical possession and right		
		•					•	•	e court for most parcels. Just		
Comp								o AWARD of construc	ction contract		
<u> </u>		-			of Way Require		•	,			
	-	_						·	arcels still have occupants. All		
				-	_				4.204. KYTC is hereby		
									e necessary right of way will not		
	-			-			-	•	paid or deposited with the 535.309(c)(3) and 49 CFR		
								ents after bid letting a			
					orce account const		s, and run paying	ents after blu letting a	ind prior to		
	Number of Parc			4	EXCEPTION (S) Parce		ANTICI	PATED DATE OF POSSESSION	ON WITH EXPLANATION		
	er of Parcels T										
Signed				4							
	mnation										
Signed											
Notes	/ Comments	( <u>Text is</u>	limited	. Use additi	onal sheet if necess	ary.)					
	LPA RW Project Manager Right of Way Supervisor										
Print	ed Name					P	Printed Name	Mike Russell			
Sig	Signature Signature										
	Date Date 3/24/2022										
		Righ	nt of W	/ay Direct	or			FHWA			
Print	ed Name					Р	rinted Name	622 229			
Sig	gnature		1 1	<u></u>	Digitally signed by Kelly R	Divine	Signature		ture Required FHWA-KYTC		
	Date		un R	Omo	Digitally signed by Kelly R. I Date: 2022.04.14 08:14:20 -	05'00'	Date		wardship Agreement		

LOGAN - TODD COUNTIES Contract ID: 221341 BDG\_0791 (011)



### KENTUCKY TRANSPORTATION CABINET Department of Highways

### **DIVISION OF RIGHT OF WAY & UTILITIES**

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

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	Original		Re-C	ertificatio	on	RIGHT C	F WAY CERTIFICATI	ON
	ITEM	#			COUNTY	PROJE	CT # (STATE)	PROJECT # (FEDERAL)
3-80	001.20			Todd		12F0 FD52 1	10 9455501R	NHPP 0791 (008)
PRO.	JECT DESC	RIPTIO	N					
US 7	9; Replace	and w	iden tl	ne bridge	over CSX railroad and	realign KY 346 in	tersection (priority s	ection)
	No Additi						" ,	·
Cons	truction wil	l be wit	hin the	limits of t	he existing right of way.	The right of way w	as acquired in accorda	ance to FHWA regulations
						sitions Policy Act o	of 1970, as amended. N	lo additional right of way or
	ation assist					al 1)		
All					of Way Required and	-	and a section of the shoulder	a la cal and about al
					rol of access rights when			g legal and physical emprovements
								physical possession and the
	_	_	-			•		n paid or deposited with the
								ilable to displaced persons
adeq	uate replac	ement	housin	g in accord	ance with the provisions	of the current FH\	NA directive.	
					of Way Required with			
						_		he proper execution of the
-		-		-		-		n has not been obtained, but
								s physical possession and right
					l be paid or deposited wi			e court for most parcels. Just
					of Way Required with		to AWAID of construc	tion contract
The a		-				•	nplete and/or some pa	arcels still have occupants. All
	-	_			ent housing made availab		•	· · · · · · · · · · · · · · · · · · ·
				-	_			necessary right of way will not
be fu	lly acquired	l, and/d	r some	occupant	s will not be relocated, a	nd/or the just com	pensation will not be p	paid or deposited with the
	-				ing. KYTC will fully meet	•		
					fall acquisitions, relocations		ents after bid letting a	nd prior to
					orce account constructio		DATED DATE OF BOSSESSIO	NI WITH EVELANIATION
	Number of Par er of Parcels T			8	EXCEPTION (S) Parcel #	ANTICI	PATED DATE OF POSSESSIO	N WITH EXPLANATION
Signed		nat nave	been A	8				
	mnation			- 0				
Signed								
Notes	s/ Comments	( <u>Text is</u>	limited	l. Use addit	ional sheet if necessary.)			
	LDA DW Draiget Manager							
Printed Name Printed Name Printed Name Right of Way Supervisor								
	Printed Name   Printed Name   Mike Russell   Signature   Signature   Mike Russell   Mike Russell					A. A. A. A.		
	// Left / Lucial/					5/22/2022		
		l Riøl	nt of W	/ay Direct	cor		FHWA	J
Print	ed Name	٥		,		Printed Name	Clara Balan	
Sig	gnature	17 11		0	Digitally signed by Kelly Divine	Signature		ature Required  FHWA-KYTC
	Date	Kel	ı <del>y D</del>	<del>ıvıne</del>	<del>Date: 2022.06.23 08:16:42</del> -05'00'	Date	Current Ste	wardship Agreement

Logan County
0NHPP0791011
FD52 071 1221701U
Mile point: 2.912 TO 2.930

Replace and widen bridges on US-79 at MP 2.921 in Logan County. (2020CCN) (BUILD) (To be let with 3-10010 & 3-80001.20) (2022CCR)

ITEM NUMBER: 03-80100.00

### **PROJECT NOTES ON UTILITIES**

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

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

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

Logan County
0NHPP0791011
FD52 071 1221701U
Mile point: 2.912 TO 2.930

Replace and widen bridges on US-79 at MP 2.921 in Logan County. (2020CCN)

(BUILD) (To be let with 3-10010 & 3-80001.20) (2022CCR)

ITEM NUMBER: 03-80100.00

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.

LOGAN - TODD COUNTIES BDG 0791 (011) Contract ID: 221341 Page 62 of 266

### UTILITIES AND RAIL CERTIFICATION NOTE

Logan County 0NHPP0791011 FD52 071 1221701U

Mile point: 2.912 TO 2.930

Replace and widen bridges on US-79 at MP 2.921 in Logan County. (2020CCN) (BUILD) (To be let with 3-10010 & 3-80001.20) (2022CCR)

ITEM NUMBER: 03-80100.00

NOTE: DO NOT DIS	TURB THE FOLLOW	ING FACILITIES LO	CATED WITHIN TH	E PROJECT DISTURE	<b>LIMITS</b>

Not Applicable

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

South Logan Water Association, Inc. - Water

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

AT&T-KY - Telephone

AT&T is relocating facilities from approx. Sta. 1+30 to 13+50 RT of mainline. AT&T is anticipating relocation to be complete by October 31, 2022.

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

Logan County 0NHPP0791011 FD52 071 1221701U

Mile point: 2.912 TO 2.930

Replace and widen bridges on US-79 at MP 2.921 in Logan County. (2020CCN)

(BUILD) (To be let with 3-10010 & 3-80001.20) (2022CCR)

ITEM NUMBER: 03-80100.00

### **AREA FACILITY OWNER CONTACT LIST**

Facility Owner	Address	Contact	Phone	Email
		Name		
AT&T-KY - Telephone	1150 State Street Bowling Green KY 42101	Travis Parsley	2708463196	tp2087@att.com
South Logan Water Association, Inc Water		Rebecca Ferguson	2705396730	slwa@logantele.com

Logan County STP 079 1006 FD56 071 079 004-005 Mile point: 4.350 TO 4.850

REPLACE BRIDGE ON US. 79 OVER WHIPPOORWILL CREEK AT MP 4.65 (2020CCR)

ITEM NUMBER: 03-10010.00

### **PROJECT NOTES ON UTILITIES**

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

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

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

Logan County STP 079 1006 FD56 071 079 004-005 Mile point: 4.350 TO 4.850

REPLACE BRIDGE ON US. 79 OVER WHIPPOORWILL CREEK AT MP 4.65 (2020CCR)

ITEM NUMBER: 03-10010.00

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.

LOGAN - TODD COUNTIES BDG 0791 (011) Contract ID: 221341 Page 66 of 266

### UTILITIES AND RAIL CERTIFICATION NOTE

Logan County STP 079 1006 FD56 071 079 004-005 Mile point: 4.350 TO 4.850

REPLACE BRIDGE ON US. 79 OVER WHIPPOORWILL CREEK AT MP 4.65 (2020CCR)

ITEM NUMBER: 03-10010.00

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

South Logan Water Association, Inc. - Water

Pennyrile Rural Electric Cooperative Corporation - Electric

AT&T-KY - Telephone

\*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

South Logan Water Association, Inc. - Water

SLWA has relocated a service line crossing at approx. Sta. 10+50.

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

Logan County STP 079 1006 FD56 071 079 004-005 Mile point: 4.350 TO 4.850

REPLACE BRIDGE ON US. 79 OVER WHIPPOORWILL CREEK AT MP 4.65 (2020CCR)

ITEM NUMBER: 03-10010.00

### **AREA FACILITY OWNER CONTACT LIST**

Facility Owner	Address	Contact	Phone	Email
		Name		
AT&T-KY - Telephone	1150 State Street Bowling Green KY 42101	Travis Parsley	2708463196	tp2087@att.com
Pennyrile Rural Electric Cooperative Corporation - Electric	P.O. Box 2900 Hopkinsville KY 42241	Allen Gates	2708862555	agates@precc.com
South Logan Water Association, Inc Water	114 South Main Street Adairville KY 42202	Rebecca Ferguson	2705396730	slwa@logantele.com

Todd County 0NHPP0791011 FD52 110 1221702U

Mile point: 7.597 TO 7.629

REPLACE AND WIDEN BRIDGE ON US-79 AT MP 7.613 (BRIDGE OVER ELK FORK CREEK)

(2020CCN)(SEE ITEM NO. 3-80100) ITEM NUMBER: 03-80102.00

### **PROJECT NOTES ON UTILITIES**

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

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Todd County 0NHPP0791011 FD52 110 1221702U

Mile point: 7.597 TO 7.629

REPLACE AND WIDEN BRIDGE ON US-79 AT MP 7.613 (BRIDGE OVER ELK FORK CREEK)

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LOGAN - TODD COUNTIES BDG 0791 (011) Contract ID: 221341 Page 70 of 266

### UTILITIES AND RAIL CERTIFICATION NOTE

Todd County 0NHPP0791011 FD52 110 1221702U

Mile point: 7.597 TO 7.629

REPLACE AND WIDEN BRIDGE ON US-79 AT MP 7.613 (BRIDGE OVER ELK FORK CREEK)

(2020CCN)(SEE ITEM NO. 3-80100) ITEM NUMBER: 03-80102.00

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

Todd County Water District – Water

Pennyrile Rural Electric Cooperative Corporation – Electric

\*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

AT&T-KY - Telephone

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

Pennyrile Rural Electric Cooperative Corporation – Electric

PRECC is relocating facilities from approx. Sta. 9+50 to 23+00 LT of mainline. PRECC will have crossings at approx. Sta. 9+50 and Sta. 22+25. PRECC is anticipating relocation to be complete by April 30, 2023.

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

Contract ID: 221341 Page 71 of 266

### **UTILITIES AND RAIL CERTIFICATION NOTE**

Todd County 0NHPP0791011 FD52 110 1221702U

Mile point: 7.597 TO 7.629

REPLACE AND WIDEN BRIDGE ON US-79 AT MP 7.613 (BRIDGE OVER ELK FORK CREEK)

(2020CCN)(SEE ITEM NO. 3-80100) ITEM NUMBER: 03-80102.00

### **AREA FACILITY OWNER CONTACT LIST**

Facility Owner	Address	Contact Name	Phone	Email
AT&T-KY - Telephone	1340 E. John Rowan Boulevard Bardstown KY 40004	Scott Roche	5023484528	sr8832@att.com
Pennyrile Rural Electric Cooperative Corporation - Electric	P.O. Box 2900 Hopkinsville KY 42241	Allen Gates	2708862555	agates@precc.com
Todd County Water District - Water	P.O. Box 520 Elkton KY 42220	John Haley	2702652229	jqhaley@hotmail.com

Todd County 0NHPP0791011 FD52 110 9455501U

Mile point: 1.600 TO 2.480

Replace and Widen the bridge over CSX Railroad and realign the KY 346 intersection. (2020BOP)(BUILD)(TO BE LET WITH 3-10010 & 3-80100) (2022CCR)

ITEM NUMBER: 03-80001.20

### **PROJECT NOTES ON UTILITIES**

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# UTILITIES AND RAIL CERTIFICATION NOTE

Todd County 0NHPP0791011 FD52 110 9455501U

Mile point: 1.600 TO 2.480

Replace and Widen the bridge over CSX Railroad and realign the KY 346 intersection. (2020BOP)(BUILD)(TO BE LET WITH 3-10010 & 3-80100) (2022CCR)

ITEM NUMBER: 03-80001.20

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#### Contract ID: 221341 Page 74 of 266

# UTILITIES AND RAIL CERTIFICATION NOTE

Todd County 0NHPP0791011 FD52 110 9455501U

Mile point: 1.600 TO 2.480

Replace and Widen the bridge over CSX Railroad and realign the KY 346 intersection. (2020BOP)(BUILD)(TO BE LET WITH 3-10010 & 3-80100) (2022CCR)

ITEM NUMBER: 03-80001.20

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

Todd County Water District - Water

Tennessee Valley Authority – Electric

City of Guthrie, Kentucky - Gas, Water and Sewer Department - Natural Gas

\*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

City of Guthrie, Kentucky - Gas, Water and Sewer Department - Water

# 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

Pennyrile Rural Electric Cooperative Corporation – Electric

PRECC is relocating facilities from approx. Sta. 99+50 to 149+50 LT of Mainline. PRECC is relocating facilities that cross the mainline at approx. Sta. 115+00, Sta. 116+75, and Sta. 149+44. PRECC is relocating facilities from approx. Sta. 151+20 to 154+50 RT of Mainline. PRECC is relocating facilities that cross the KY 346 at approx. Sta. 59+75. PRECC is anticipating relocation to be complete by October 31, 2022.

AT&T-KY - Telephone

AT&T is relocating facilities from approx. Sta. 99+50 to 149+50 LT of Mainline. AT&T is relocating facilities that cross the mainline at approx. 149+44. AT&T is relocating facilities from approx. Sta. 151+20 to 154+50 RT of Mainline. AT&T is anticipating relocation to be complete by April 30, 2023.

LOGAN - TODD COUNTIES BDG 0791 (011) Contract ID: 221341 Page 75 of 266

# **UTILITIES AND RAIL CERTIFICATION NOTE**

Todd County 0NHPP0791011 FD52 110 9455501U

Mile point: 1.600 TO 2.480

Replace and Widen the bridge over CSX Railroad and realign the KY 346 intersection. (2020BOP)(BUILD)(TO BE LET WITH 3-10010 & 3-80100) (2022CCR)

ITEM NUMBER: 03-80001.20

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 NO	<b>JTED</b>
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 $\square$  No Rail Involvement  $\ oxtimes$  Rail Involved  $\ oxtimes$  Rail Adjacent

# **UTILITIES AND RAIL CERTIFICATION NOTE**

Todd County 0NHPP0791011 FD52 110 9455501U

Mile point: 1.600 TO 2.480

Replace and Widen the bridge over CSX Railroad and realign the KY 346 intersection. (2020BOP)(BUILD)(TO BE LET WITH 3-10010 & 3-80100) (2022CCR)

ITEM NUMBER: 03-80001.20

# **AREA FACILITY OWNER CONTACT LIST**

Facility Owner	Address	Contact Name	Phone	Email
AT&T-KY - Telephone	801 Richard Street Hopkinsville Ky 42240	Scott Roche	2708899782	mf6322@att.com
City of Guthrie, Kentucky - Gas, Water and Sewer Department - Natural Gas		James Covington	2704832511	aaustin@cityofguthrie.org
City of Guthrie, Kentucky - Gas, Water and Sewer Department - Water		James Covington	2704832511	aaustin@cityofguthrie.org
Pennyrile Rural Electric Cooperative Corporation - Electric	P.O. Box 2900 Hopkinsville KY 42241	Joshua Johnson	2708862555	agates@precc.com
Tennessee Valley Authority - Electric	6045 Russellville Road Bowling Green KY 42101	William Mills	2708467049	wfmills@tva.gov
Todd County Water District - Water	P.O. Box 520 Elkton KY 42220	John Haley	2702652229	jqhaley@hotmail.com
CSX Transportation, Inc.	500 Water St J180, Jacksonville, FL 32202	Kevin Clark	9042793876	Kevin_clark@csx.com



# SPECIAL NOTES FOR PROTECTION OF RAILROAD INTEREST

# CSX TRANSPORTATION, INC.

#### I. AUTHORITY OF RAILROAD ENGINEER AND STATE ENGINEER:

- A. The authorized representative of the Railroad Company, hereinafter referred to as Railroad Engineer, shall have final authority in all matters affecting the safe maintenance of Railroad operations and property.
- B. The authorized representative of the State, hereinafter referred to as the Engineer, shall have authority over all other matters as prescribed herein and in the Project Specifications.

# II. NOTICE OF STARTING WORK:

- A. The Contractor shall not commence any work on Railroad rights of way until he has complied with the following conditions:
  - 1. Given the Railroad written notice, with copy to the Engineer who has been designated to be in charge of the work, at least ten (10) days in advance of the date he proposes to begin work on Railroad rights of way. The notice must refer to Railroad Agreement with the State by the date of the Agreement. If flagging service is required, such notice shall be submitted at least thirty (30) days in advance of the date scheduled to commence work. The Railroad's Contact information is on the Summary Sheet.
  - 2. Obtain written authorization from the Railroad to begin work on Railroad rights of way, such authorization to include an outline of specific conditions with which he must comply.
  - 3. Obtain written approval from the Railroad of Railroad Protective Insurance Liability coverage as required by paragraph 14 herein.
  - 4. Furnish a schedule for all work within the Railroad rights of way as required by paragraph 7, B, 1.
- B. The Railroad's written authorization to proceed with the work shall include the names, addresses, and telephone numbers of the Railroad's representatives who are to be notified as hereinafter required. Where more than one representative is designated, the area of responsibility of each representative shall be specified.

#### III. INTERFERENCE WITH RAILROAD OPERATIONS:

- A. The Contractor shall so arrange and conduct his work that there will be no interference with Railroad operations, including train, signal, telephone and telegraphic services, or damage to the property of the Railroad Company or to poles, wires, and other facilities of tenants on the rights of way of the Railroad Company. The Contractor shall store materials so as to prevent trespassers from causing damage to trains or Railroad property and shall not use Railroad property without written permission from the Railroad. Whenever work is to affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad Engineer for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor which requires flagging service or inspection service (watchman) shall be deferred by the Contractor until the flagging protection required by the Railroad is available at the job site.
- B. Should conditions arising from, or in connection with the work, require that immediate and unusual provisions be made to protect train operations and property of the Railroad, the Contractor shall make such provisions. If in the judgment of the Railroad Engineer, or his representative, such provisions are insufficient, the Railroad Engineer may require or provide such provisions, as he deems necessary at Contractor's cost and expense. In any event, such unusual provisions shall be at the Contractor's expense and without cost and/or time to the Railroad or the State.

# IV. TRACK CLEARANCES

- A. The minimum track clearances to be maintained by the Contractor during construction are shown on the Project Plans. However, before undertaking any work within Railroad rights of way, or before placing any obstruction over any track, the Contractor shall:
  - 1. Notify the Railroad's representative <u>at least 72 hours in advance</u> of the work
  - 2. Receive assurance from the Railroad's representative that arrangements have been made for flagging service as necessary.
  - 3. Receive permission from the Railroad's representative to proceed with the work.
  - 4. Ascertain that the State Engineer has received copies of notice to the Railroad and of the Railroad's response thereto, and has approved the contractor's methods.

#### V. CONSTRUCTION PROCEDURES

#### A. General:

- 1. Construction work on Railroad property shall be:
  - a) Subject to the inspection and approval of the Railroad.
  - b) In accord with the Railroad's written outline of specific conditions.
  - c) In accord with the Railroad's general rules, regulations and requirements including those relating to safety, fall protection and personal protective equipment, which the Contractor shall obtain from the Railroad.
  - d) In accord with all Special Notes, Summaries, and Addendums.
- 2. The Railroad requires a submission of construction procedure that meets the requirements of these Special Notes and attachments. The Railroad's submittal review period is thirty (30) days. Resubmissions will be reviewed within (30) days.
- 3. All requirements of the *Construction Submission Criteria* shall be met. Requirements in addition to those in the *Construction Submission* Criteria are listed below in this document:

#### B. Excavation:

- 1. The sub grade of an operated track shall be <u>maintained with edge of</u>
  <u>berm at least 15'0" from centerline of track and not more than 24</u>
  <u>inches below top of rail.</u> Contractor will not be required to make existing section meet this specification if substandard, in which case the existing section will be maintained.
- 2. Additionally, the Railroad Engineer may require installation of orange construction fencing for protection of the work area located on Railroad right of way.

# C. Excavation of Structures:

1. The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles, or sheeting for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material. The procedure for doing such work, including need of and plans for shoring, shall first be submitted, with the stamp of an Engineer in the State of Kentucky, and approved by

- the Engineer and the Railroad Engineer, but such approval shall not relieve the Contractor from liability.
- 2. Additionally, a walkway with handrail protection may be required as noted in Section XI herein.

#### D. Demolition, Erection, Hoisting

- 1. Railroad tracks and other railroad property must be protected from damage during the procedure. No crane or equipment may be set on the rails or track structure and no material may be dropped on Railroad property.
- 2. Loads shall not be supported while any trains are passing if that piece of equipment has the capacity to **foul a 50' envelope.**
- 3. The Railroad may require the Contractor to install filter fabric over the track and ballast to prevent any concrete dust or other construction debris from fouling the ballast. This will be determined during actual construction activities by the Railroad or its representatives. Fabric should extend at least 25 feet beyond the outside edges of the bridge. Fabric will remain in place until all construction activities are complete.
- 4. Temporary construction clearance: Ensure all falsework, bracing, or forms have a minimum vertical clearance of 23 feet above the top of the highest rail and a minimum horizontal clearance of 12 feet measured perpendicular to the centerline of the nearest track.

# E. Blasting:

- 1. The Contractor shall obtain advance written approval of the Railroad Engineer and the Engineer for use of explosive on or adjacent to Railroad property. The request for permission to use explosives shall include a detailed blasting plan. If permission for use of explosives is granted, the Contractor will be required to comply with the following:
  - a) No blasting shall be done without the presence of an authorized representative of the Railroad. <u>At least 10 days advance notice</u> to the person designated in the Railroad's notice of authorization to proceed (see Section II.B above) will be required to arrange for the presence of an authorized Railroad representative and such flagging as the Railroad may require.

- 2. The Railroad representative will:
  - a) Determine the approximate location of trains and advise the Contractor the approximate amount of time available for the blasting operation and clean-up.
  - b) Have the authority to order discontinuance of blasting if, in his opinion, blasting is too hazardous or is not in accord with these Special Notes.

# *F. Maintenance of Railroad Facilities:*

- 1. The Contractor will be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from his operations and provide and maintain any erosion control measures as required. The Contractor shall provide erosion control measures during construction and use methods that accord with applicable state standard specifications for road and bridge construction, including either (1) silt fence; (2) berm or temporary ditches; (3) sediment basin; (4) aggregate checks; and (5) channel lining. The Contractor will promptly repair eroded areas with Railroad rights of way and to repair any other damage to the property of the Railroad or its tenants at the Contractor's expense.
- 2. All maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.

# *G. Storage of Materials and Equipment:*

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

# H. Cleanup:

1. Upon completion of the work, the Contractor shall remove from within the limits of the Railroad rights of way, all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of the Contractor, and leave said rights of way in a neat condition satisfactory to the Railroad Engineer or his authorized representative.

#### VI. DAMAGES:

- A. The Contractor shall assume all liability for any and all damages to his/her work, employees, equipment and materials caused by Railroad traffic.
- B. Any cost incurred by the Railroad for repairing damages to its property or to property of its tenants, caused by or resulting from the operations of the Contractor, shall be paid directly to the Railroad by the Contractor.

#### VII. FLAGGING SERVICES:

- A. When Required:
  - 1. Flagging services will not be provided until the contractor's insurance has been reviewed & approved by the Railroad.
  - 2. Under the terms of the agreement between the Department and the Railroad, the Railroad has sole authority to determine the need for flagging required to protect its operations. In general, the requirements of such services will be whenever the Contractor's personnel or equipment are likely to be, working on the Railroad's rights of way, or across, over, adjacent to, or under a track, or when such work has disturbed or is likely to disturb a railroad structure or the railroad roadbed or surface and alignment of any track to such extent that the movement of trains must be controlled by flagging. If any element (workers, equipment, tools, scaffolding, etc.) may exist or fall within 50 -feet of the edge of track, a flagman is necessary.
  - 3. Normally, the Railroad will assign one flagman to a project; but in some cases, more than one may be necessary, such as yard limits where three-(3) flagmen may be required. However, if the Contractor works within distances that violate instructions given by the Railroad's authorized representative or performs work that has not been scheduled with the Railroad's authorized representative, a flagman or flagmen may be required until the project has been completed.

# B. Scheduling and Notification:

- 1. Not later than the time that approval is initially requested to begin work on Railroad rights of way, Contractor shall furnish to the Railroad and the Department a schedule for all work required to complete the portion of the project within Railroad rights of way and arrange for a job site meeting between the Contractor, the Department, and the Railroad's authorized representative. Flagman or Flagmen may not be provided until the job site meeting has been conducted and the Contractor's work scheduled.
- 2. The Contractor will be required to give the Railroad representative at least 10 working days of advance written notice of intent to begin work within Railroad rights of way. If it is necessary for the Railroad to advertise a flagging job for bid, it may take up to 30-days to obtain **service**. Once begun, when work is suspended at any time for any reason, the Contractor will be required to give the Railroad representative at least **72 hours in advance** before resuming work on Railroad rights of way. Such notice shall include sufficient details of the proposed work to enable the Railroad representative to determine if flagging will be required. If such notice is in writing, the Contractor shall furnish the Engineer a copy: if notice is given verbally it shall be confirmed in writing with copy to the Engineer. If flagging is required, no work shall be undertaken until the flagman, or flagmen is present at the job site. It may take up to 30 days to obtain flagging initially from the Railroad. When flagging begins the flagman is usually assigned by the Railroad to work at the project site on a continual basis until no longer needed and may be unable to be called for on a spot basis. If flagging becomes unnecessary and is suspended, it may take up to 30 days to again obtain flagging services from the Railroad. Due to labor agreements, it is necessary to give **5 working days notice** before flagging service may be discontinued and responsibility for payment stopped.
- 3. If, after the flagman is assigned to the project site, emergencies arise which require the flagman's presence elsewhere, and then the Contractor shall delay work on Railroad rights of way until such time as the flagman is again available. Any additional costs resulting from such delay shall be borne by the Contractor and not the Department or Railroad.
- 4. When demobilizing, the Contractor shall contact the flagman to avoid unnecessary flagging charges. This communication shall be documented.

# C. Payment:

- 1. The Cabinet will be responsible for paying the Railroad directly for any and all costs of flagging, which may be required to accomplish the construction. The Contractor shall adhere to the Special Note for Railroad Flagging, if applicable, and may be charged for flagging in excess of the allowable days, per said Special Note.
- 2. The estimated cost of flagging is listed on the Summary Sheet. The charge to the Cabinet by the Railroad will be the actual cost based on the rate of pay for the Railroad's employees who are available for flagging service at the time the service is required.
- 3. Work by a flagman (M/W) in excess of 8 hours per day or 40 hours per week or on rest days, but not more than 16 hours a day will result in overtime pay at 1 ½ times the appropriate rate. Work by a flagman (M/W) in excess of 16 hours per day will result in overtime pay at 2 times the appropriate rate. Flagman (M/W) working in excess of 16 hours must receive a minimum of 5 hours of rest between shifts or their next shift of work is paid at the overtime rate of 2 times the appropriate rate. If work is performed on a holiday, the flagging rate is 2 ½ times the normal rate.

Work by a flagman (T&E) in excess of 8 hours per day or 40 hours per week, but not more than 12 hours a day will result in overtime pay at 1 ½ times the appropriate rate. After a 12 hour work day the flagman (T&E) must be provided with 12 hours of rest. Flagman (T&E) who work six days consecutive days must receive two days off.

Flagman's work day begins and ends at his reporting location.

4. Railroad work involved in preparing and handling bills will also be charged to the Contractor. Charges to the Department by the Railroad shall be in accordance with applicable provisions of Subchapter B, Part 140, Subpart I and Subchapter G, Part 646, Subpart B of the Federal-Aid Policy Guide issued by the Federal Highway Administration on December 9, 1991, including all current amendments. Flagging costs are subject to change. The above estimates of flagging cost are provided for information only and are not binding in any way.

# D. Verification:

- 1. The Contractor and Project Engineer will review and sign the Railroad flagman's time sheet, attesting that the flagman was present during the time recorded. Flagman may be removed by Railroad if form is not signed. If flagman is removed, the Contractor will not be allowed to reenter the Railroad rights of way until the issue is resolved. Any complaints concerning flagman or flagmen must be resolved in a timely manner. If need for flagman or flagmen is questioned, please contact the Railroad's Representative listed on the Project Summary Sheet. All verbal complaints must be confirmed in writing by the Contractor within 5 working days with copy to the Highway Engineer. All written correspondence should be addressed to the Railroad's Representative listed on the Project Summary Sheet.
- 2. The Railroad flagman assigned to the project will be responsible for notifying the Project Engineer upon arrival at the job site on the first day (or as soon thereafter as possible) that flagging services begin and on the last day that he performs such services for each separate period that services are provided. The Project Engineer will document such notification in the project records. When requested, the Project Engineer will also sign the flagman's diary showing daily time spent and activity at the project site.

#### VIII. HAUL ACROSS RAILROAD:

- A. Where the plans show or imply that materials of any nature must be hauled across a Railroad, unless the plans clearly show that the State has included arrangements for such haul in its agreement with the Railroad, the Contractor will be required to make all necessary arrangements with the Railroad regarding means of transporting such materials across the Railroad. The Contractor will be required to bear all costs incidental, including flagging, to such crossings whether services are performed by his own forces or by Railroad personnel.
- B. No crossing may be established for use of the Contractor for transporting materials or equipment across the tracks of the Railroad Company unless a license agreement or right of entry is granted and executed for its installation, maintenance, necessary watching and flagging thereof and removal, all at the expense of the Contractor. The approval process for an agreement normally takes 90-days.

# IX. WORK FOR THE BENEFIT OF THE CONTRACTOR:

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

#### X. COOPERATION AND DELAYS:

- A. It shall be the Contractor's responsibility to arrange a schedule with the Railroad for accomplishing stage construction involving work by the Railroad or tenants of the Railroad. In arranging his schedule he shall ascertain, from the Railroad, the lead time required for assembling crews and materials and shall make due allowance therefore.
- B. Train schedules cannot be provided to the Contractor. It is the Contractor's responsibility to contact the Railroad in order to arrange "Track Time." This "Track Time" will be an agreed upon prearranged time period (duration) that the Railroad will, without undue burden, schedule no train traffic to facilitate the Contractor's work on or near Railroad right-of-way. This track time must be arranged during the submission review process.
- C. No charge or claims of the Contractor against either the Department or the Railroad will be allowed for hindrance or delay on account of railroad traffic; any work done by the Railroad or other delay incident to or necessary for safe maintenance of Railroad traffic or for any delays due to compliance with these Special Notes.
- D. The Contractor shall cooperate with others participating in the construction of the Project to the end that all work may be carried on to the best advantage.
- E. The Railroad does not assume any responsibility for work performed by others in connection with the Project. No claims of the Contractor against the Railroad for any inconvenience, delay, or additional cost incurred by the Contractor on account of operations by others shall be filed.

#### XI. TRAINMAN'S WALKWAYS:

A. Along the outer side of each exterior track of multiple operated track, and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending to a line not less than 12-10 feet from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while Railroad's protective service is provided shall be removed before the close of each day. If there is any excavation near the walkway, a handrail, with 12'-0" minimum clearance from centerline of track, shall be placed.

#### XII. GUIDELINES FOR PERSONNEL ON RAILROAD RIGHTS OF WAY:

- A. All persons shall wear hard hats and reflective vest. Appropriate eye and hearing protection must be used. Working in shorts is prohibited. Shirts must cover shoulders, back and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip on type boots is prohibited. High top (6-inch or more) safety-toe shoes with laces, oil-resistant soles, and a distinct separation between heel and sole are required.
- B. No one is allowed within <u>25' of the centerline of the track</u> without specific authorization from the flagman.
- C. All persons working near track when train is passing are to look out for dragging bands, chains and protruding or shifting cargo.
- D. No one is allowed to cross tracks without specific authorization from the flagman.
- E. All work within 25' of track must stop when train is passing.
- *F.* No steel tape or chain will be allowed to cross or touch rails without permission.

# XIII. GUIDELINES FOR EQUIPMENT ON RAILROAD RIGHTS OF WAY:

- A. No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15' of centerline of track without specific permission from Railroad Engineer.
- B. No crane or boom equipment will be allowed to foul track or lift a load over the track without flag protection and track time.
- C. All employees will stay with their machines when crane or boom equipment is pointed toward track.
- D. All cranes and boom equipment under load will stop work while a train is passing (including pile driving).

- E. Swinging loads must be secured to prevent movement while train is passing.
- F. No loads will be suspended above a moving train.
- G. No equipment will be allowed within <u>50' of centerline of track</u> without specific authorization of the flagman.
- H. Trucks, tractors or any equipment will not touch ballast line without specific permission from railroad official and flagman.
- I. No equipment or load movement <u>within 50' or above a standing train or other</u> <u>equipment</u> without specific authorization of the flagman.
- J. All operating equipment within <u>50' of track must halt operations when a train is</u> <u>passing</u>. All other operating equipment may be halted by the flagman if the flagman views the operation to be dangerous to the passing train.
- *K. All equipment, loads and cables are prohibited from touching rails.*
- L. While clearing and grubbing, no vegetation will be removed from railroad embankment with heavy equipment without specific permission from the Railroad Engineer and flagman.
- M. No equipment or materials will be parked or stored on Railroad's property unless specific permission is granted from the Railroad Engineer.
- N. All unattended equipment that is left parked on Railroad property shall be effectively immobilized so that it cannot be moved by unauthorized persons.
- O. All cranes and boom equipment will be turned away from track after each work day or whenever unattended by an operator.

#### XIV. INSURANCE:

- A. In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Contractor will be required to carry insurance of the following kinds:
  - 1. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name the Railroad as an additional insured.
  - 2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against the Railroad and its affiliates.

- 3. Commercial automobile liability insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name the Railroad as an additional insured.
- 4. Railroad Protective Liability (RPL) insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:
  - a. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance Insurance Services Office (ISO) Form CG 00 35.
  - b. The Railroad must be the named insured on the Railroad Protective Insurance Policy
  - c. Name and Address of the Contractor must be shown on the Declarations page.
  - d. Description of operations must appear on the Declarations page and must match the Project description, including project or contract identification numbers.
  - e. Terrorism Risk Insurance Act (TRIA) coverage must be included.
  - f. Authorized endorsements must include:
    - (i). Pollution Exclusion Amendment CG 28 31, unless using form CG 00 35 version 96 and later.
  - g. Authorized endorsements may include:
    - (i). Broad form Nuclear Exclusion IL 00 21
    - (ii). 30-day Advance Notices of Non-renewal or cancellation
    - (iii). Required State Cancellation Endorsement
    - (iv). Quick Reference or Index CL/IL 240
  - h. Authorized endorsements may not include:
    - (i). A Pollution Exclusion Endorsement except CG 28 31
    - (ii). An Endorsement that excludes TRIA coverage
    - (iii). An Endorsement that limits or excludes Professional Liability coverage
    - (iv). A Non-Cumulation of Liability or Pyramiding of Limits Endorsement

- (v). A Known Injury Endorsement
- (vi). A Sole Agent Endorsement
- (vii). A Punitive or Exemplary Damages Exclusion
- (viii). A 'Commong Policy Conditions' Endorsement
- (ix). Policies that contain any type of deductible
- (x). Any endorsement that is not named in Section 4 (f) or (g) above that the Railroad deems unacceptable
- 5. All insurance companies must be A. M. Best rated A- and Class VII or better.
- 6. Such additional or different insurance as the Railroad may require.

#### B. Additional Terms:

- 1. Contractor must submit the original Railroad Protective Liability policy, Certificates of Insurance, and all notices and correspondence regarding the insurance policy to the contact listed on the Project Summary Sheet.
- 2. The Contractor may not begin work on the Project until it has received the Railroad's written approval or the required insurance.
- C. Insurance policies shall follow the requirements of Subchapter G, Part 646, Subpart A of the Federal-Aid Policy Guide issued by the Federal Highway Administration on December 9, 1991, including all current amendments.
- D. If any part of the work is sublet, similar insurance and evidence thereof in the same amounts as required of the Prime Contractor shall be provided by or in behalf of the subcontractor to cover his operations. Endorsements to the Prime Contractor's policies specifically naming subcontractors and describing their operations will be acceptable for this purpose.
- E. All insurance herein before specified shall be carried until all work required to be performed under the terms of the contract has been satisfactorily completed within the limits of the rights of way of the Railroad as evidenced by the formal acceptance by the Department. Insuring Companies may cancel insurance by permission of the Department and Railroad or on thirty (30) days written notice to the Department and Railroad Insurance Contacts as listed on the Project Summary Sheet.

#### XV. FAILURE TO COMPLY:

- A. These Special Notes are supplemental and amendatory to the current version of the Kentucky Department of Highways' Standard Specifications for Road and Bridge Construction and amendments thereof, and where in conflict therewith, these Special Notes shall govern.
- B. In the event the Contractor violates or fails to comply with any of the requirements of these Special Notes:
  - 1. The Railroad Engineer may require that the Contractor vacate Railroad property.
  - 2. The Engineer may withhold any and all monies due the Contractor on pay estimates.
  - 3. Any such orders shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Engineer.

# XVI. PAYMENT FOR COST OF COMPLIANCE:

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



# Kentucky Transportation Cabinet Division of Right of Way & Utilities

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Contract ID: 221341

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# SUMMARY FOR KYTC PROJECTS THAT INVOLVE A RAILROAD

**Date:** 4/20/2022 (enter using mm/dd/yyyy format)

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

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

County: Todd

Federal Number: NHPP 0791 (011)
State Number: FD52 110 94555 01U

Route: US 79

Project Description: REDUCE CONGESTION AND IMPROVE MOBILITY ON US 79 FROM MP 0

TO 3 IN GUTHRIE INCLUDING WIDENING THE BRIDGE OVER CSX RAILROAD

Item Number: 3 - 80001.00 Highway Milepost: 0.000-3.000

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

Rail Company Name: CSX Transportation, Inc.

**DOT#** (if applicable): # 345 230F **Railroad Milepost**: 00H-216.60

Freight: Train Count (6am to 6pm): 13 Train Count (6pm to 6am): 10 Train Count (24 hr total): 23 Max Speed: 60mph

Passenger: Train Cnt. (6am to 6pm): 0 Train Cnt. (6pm to 6am): 0 Train Cnt. (24 hr total): 0 Max Speed: N/A (This information is necessary to acquire the necessary insurances when working with Railroad Right of Way)

#### INSURANCE REQUIREMENTS

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

- (a) Named Insured: CSX Transportation, Inc.
- (b) The project description should be as indicated in the General Road Project Information section.
- (c) The designation of the jobsite is the route, Milepost, and AAR-DOT# listed above.

#### FLAGGING INFORMATION

#### Flagging Estimate:

Flagging will be paid to the RR by KYTC. Contractor shall adhere to the Special Note for Railroad Flagging, if applicable.

#### **Hourly Rate:**

\$1421.28 per based on a hour day effective as of the date of this document.

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

#### **Forecasted Rate Increases:**

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

#### RAILROAD CONTACTS

(to be provided by Railroad Company)

#### **General Railroad Contact:**

Michael Liebelt, Project Manager - Public Projects 4900 Old Osborne Tpk Richmond, VA 23231 (Phone) (804) 226-7718 (Email) Michael Liebelt@csx.com

#### Regional Representative (Roadmaster):

(Phone) (Email)

#### **Insurance contact:**

(Phone)

(Email) InsuranceDocuments@CSX.com

#### **Railroad Designer Contact:**

#### Contractor □

Larry Shaw, Project Manager - Rail Division Alfred Benesch & Company 201 N. Illinois St., 16th Floor South Tower Indianapolis, IN 46204

**(Phone)** (317) 417 1902 **(Email)** LShaw@benesch.com

#### **Railroad Construction Contact:**

#### Contractor **☑**

Wayne Bolen, Project Manager, Rails Division
Alfred Benesch & Company 201 E Fifth Street, Suite 1900 Cincinnati, OH 45202 (Phone) (859) 250 5483
(Email) WBolen@benesch.com

#### KENTUCKY TRANSPORTATION

<u>CABINET CONTACTS</u> (to be provided by KYTC)

#### **KYTC Railroad Coordinator:**

Allen Rust, PE Div. of Right of Way & Utilities Kentucky Transportation Cabinet 200 Mero Street, 5<sup>th</sup> Floor East Frankfort, Kentucky 40622 (**Phone**) 502-782-4950 (**Email**) allen.rust@ky.gov

#### **KYTC Construction Procurement Director:**

Rachel Mills, Director Div. of Construction Procurement Kentucky Transportation Cabinet 200 Mero Street, 3<sup>rd</sup> Floor West Frankfort, Kentucky 40622 (**Phone**) 502-782-5152 (**Email**) Rachel.Mills@ky.gov

#### **KYTC Construction Director:**

Matt Simpson, Director Div. of Construction Kentucky Transportation Cabinet 200 Mero Street, 3<sup>rd</sup> Floor West Frankfort, Kentucky 40622 (**Phone**) 502-564-4780 (**Email**) Matt.Simpson@ky.gov



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

LOGAN - TODD COUNTIES BDG 0791 (011)

# **APPENDIX**

# **CSX TRANSPORTATION**

# CONSTRUCTION SUBMISSION CRITERIA

# INTRODUCTION

SECTION I: Definitions

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#### INTRODUCTION

The intent of this document is to guide outside agencies and their Contractors when performing work on, over, or with potential to impact CSX property (ROW). Work plans shall be submitted for review to the designated CSX Engineering Representative for all work which presents the potential to affect CSX property or operations; this document shall serve as a guide in preparing these work plans. All work shall be performed in a manner that does not adversely impact CSX operations or safety; as such, the requirements of this document shall be strictly adhered to, in addition to all other applicable standards associated with the construction. Applicable standards include, but are not limited to, CSX Standards and Special Provisions, CSX Insurance Requirements, CSX Pipeline Occupancy Criteria, as well as the governing local, county, state and federal requirements. It shall be noted that this document and all other CSX standards are subject to change without notice, and future revisions will be made available at the CSX website: www.csx.com.

#### I. DEFINITIONS

- 1. Agency The project sponsor (i.e., State DOT, Local Agencies, Private Developer, etc.)
- 2. AREMA American Railway Engineering and Maintenance-of-Way Association the North American railroad industry standards group. The use of this term shall be in specific reference to the AREMA Manual for Railway Engineering.
- 3. Construction Submission The Agency or its representative shall submit six (6) sets of plans, supporting calculations, and detailed means and methods procedures for the specific proposed activity. All plans, specifications, and supporting calculations shall be signed/sealed by a Professional Engineer as defined below.
- 4. Controlled Demolition Removal of an existing structure or subcomponents in a manner that positively prevents any debris or material from falling, impacting, or otherwise affecting CSX employees, equipment or property. Provisions shall be made to ensure that there is no impairment of railroad operations or CSX's ability to access its property at all times.
- 5. Contractor The Agency's representative retained to perform the project work.
- 6. Engineer CSX Engineering Representative or a GEC authorized to act on the behalf of CSX.
- 7. Flagman A qualified CSX employee with the sole responsibility to direct or restrict movement of trains, at or through a specific location, to provide protection for workers.
- 8. GEC General Engineering Consultant who has been authorized to act on the behalf of CSX.
- 9. Horizontal Clearance Distance measured perpendicularly from centerline of any track to the nearest obstruction at any elevation between TOR and the maximum vertical clearance of the track.
- 10. Professional Engineer An engineer who is licensed in State or Commonwealth in which the project is to occur. All plans, specifications, and supporting calculations shall be prepared by the Licensed Professional Engineer and shall bear his/her seal and signature.
- 11. Potential to Foul Work having the possibility of impacting CSX property or operations; defined as one or more of the following:
  - a. Any activity where access onto CSX property is required.

- b. Any activity where work is being performed on CSX ROW.
- c. Any excavation work adjacent to CSX tracks or facilities, within the Theoretical Railroad Live Load Influence Zone, or where the active earth pressure zone extends within the CSX property limits.
- d. The use of any equipment where, if tipped and laid flat in any direction (360 degrees) about its center pin, can encroach within twenty five feet (25'-0") of the nearest track centerline. This is based upon the proposed location of the equipment during use, and may be a function of the equipment boom length. Note that hoisting equipment with the potential to foul must satisfy the 150% factor of safety requirement for lifting capacities.
- e. Any work where the scatter of debris, or other materials has the potential to encroach within twenty five feet (25'-0") of the nearest track centerline.
- f. Any work where significant vibration forces may be induced upon the track structure or existing structures located under, over, or adjacent to the track structure.
- g. Any other work which poses the potential to disrupt rail operations, threaten the safety of railroad employees, or otherwise negatively impact railroad property, as determined by CSX.
- 12. ROW Right of Way; Refers to CSX Right-of-Way as well as all CSX property and facilities. This includes all aerial space within the property limits, and any underground facilities.
- 13. Submission Review Period a minimum of thirty (30) days in advance of start of work. Up to thirty (30) days will be required for the initial review response. Up to an additional thirty (30) days may be required to review any/all subsequent submissions or resubmission.
- 14. Theoretical Railroad Live Load Influence Zone A 1 horizontal to 1 vertical theoretical slope line starting at bottom corner of tie.
- 15. TOR Top of Rail. This is the base point for clearance measurements. It refers to the crown (top) of the steel rail; the point where train wheels bear on the steel rails.
- 16. Track Structure All load bearing elements which support the train. This includes, but is not limited to, the rail, ties, appurtenances, ballast, sub-ballast, embankment, retaining walls, and bridge structures.
- 17. Vertical Clearance Distance measured from TOR to the lowest obstruction within six feet (6'-0") of the track centerline, in either direction.

#### II. GENERAL SUBMISSION REQUIREMENTS

- A. A construction work plan is required to be submitted by the Agency or its Contractor, for review and acceptance, prior to accessing or performing any work with Potential to Foul.
- B. The Agency or its representative shall submit six (6) sets of plans, specifications, supporting calculations, and detailed means and methods procedures for the specific proposed work activity.

- C. Construction submissions shall include all information relevant to the work activity, and shall clearly and concisely explain the nature of the work, how it is being performed, and what measures are being taken to ensure that railroad property and operations are continuously maintained.
- D. All construction plans shall include a map of the work site, depicting the CSX tracks, the CSX right of way, proposed means of access, proposed locations for equipment and material staging (dimensioned from nearest track centerline), as well as all other relevant project information. An elevation drawing may also be necessary in order to depict clearances or other components of the work.
- E. Please note that CSX will not provide pricing to individual contractors involved in bidding projects. Bidding contractors shall request information from the agency and not CSX.
- F. The Contractor shall install a geotextile fabric ballast protection system to prevent construction or demolition debris and fines from fouling ballast. The geotextile ballast protection system shall be installed and maintained by the Contractor to the satisfaction of the Engineer.
- G. The Engineer shall be kept aware of the construction schedule. The Contractor shall provide timely communication to the Engineer when scheduling the work such that the Engineer may be present during the work. The Contractor's schedule shall not dictate the work plan review schedule, and flagging shall not be scheduled prior to receipt of an accepted work plan.
- H. At any time during construction activities, the Engineer may require revisions to the previously approved procedures to address weather, site conditions or other circumstances that may create a potential hazard to rail operations or CSX facilities. Such revisions may require immediate interruption or termination of ongoing activities until such time the issue is resolved to the Engineer's satisfaction. CSX and its GEC shall not be responsible for any additional costs or time claims associated with such revisions.
- I. Blasting will not be permitted to demolish a structure over or within CSX's right-of-way. When blasting off of CSX property but with Potential to Foul, vibration monitoring, track settlement surveying, and/or other protective measures may be required as determined by the Engineer.
- J. Blasting is not permitted adjacent to CSX right-of-way without written approval from the Chief Engineer, CSX.
- K. Mechanical and chemical means of rock removal must be explored before blasting is considered. If written permission for the use of explosives is granted, the Agency or Contractor must submit a work plan satisfying the following requirements:
  - 1. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the Agency or Contractor.
  - 2. Electronic detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.
  - 3. No blasting shall be done without the presence of an authorized representative of CSX. Advance notice to the Engineer is required to arrange for the presence of an authorized CSX representative and any flagging that CSX may require.

- 4. Agency or Contractor must have at the project site adequate equipment, labor and materials, and allow sufficient time, to clean up debris resulting from the blasting and correct any misalignment of tracks or other damage to CSX property resulting from the blasting. Any corrective measures required must be performed as directed by the Engineer at the Agency's or Contractor's expense without any delay to trains. If Agency's or Contractor's actions result in the delay of any trains including passenger trains, the Agency or Contractor shall bear the entire cost thereof.
- 5. The Agency or Contractor may not store explosives on CSX property.
- 6. At any time during blasting activities, the Engineer may require revisions to the previously approved procedures to address weather, site conditions or other circumstances that may create a potential hazard to rail operations or CSX facilities. Such revisions may require immediate interruption or termination of ongoing activities until such time the issue is resolved to the Engineer's satisfaction. CSX and its GEC shall not be responsible for any additional costs or time claims associated with such revisions.

#### III. HOISTING OPERATIONS

- A. All proposed hoisting operations with Potential to Foul shall be submitted in accordance with the following:
  - 1. A plan view drawing shall depict the work site, the CSX track(s), the proposed location(s) of the lifting equipment, as well as the proposed locations for picking, any intermediate staging, and setting the load(s). All locations shall be dimensioned from centerline of the nearest track. Crane locations shall also be dimensioned from a stationary point at the work site for field confirmation.
  - 2. Computations showing the anticipated weight of all picks. Computations shall be made based upon the field-verified plans of the existing structure. Pick weights shall account for the weight of concrete rubble or other materials attached to the component being removed; this includes the weight of subsequent rigging devices/components. Rigging components shall be sized for the subsequent pick weight.
  - 3. All lifting equipment, rigging devices, and other load bearing elements shall have a rated (safe lifting) capacity that is greater than or equal to 150% of the load it is carrying, as a factor of safety. Supporting calculations shall be furnished to verify the minimum capacity requirement is maintained for the duration of the hoisting operation.
  - 4. Dynamic hoisting operations are prohibited when carrying a load with the Potential to Foul. Cranes or other lifting equipment shall remain stationary during lifting. (i.e., no moving picks).
  - 5. For lifting equipment, the manufacturer's capacity charts, including crane, counterweight, maximum boom angle, and boom nomenclature is to be submitted.
  - 6. A schematic rigging diagram must be provided to clearly call out each rigging component from crane hook to the material being hoisted. Copies of catalog or information sheets shall be provided to verify rigging weights and capacities.
  - 7. For built-up rigging devices, the contractor shall submit the following:
    - i. Details of the device, calling out material types, sizes, connections and other properties.
    - ii. Load test certification documents and/or design computations bearing the seal and signature of a Professional Engineer. Load test shall be performed in the configuration of its intended use as part of the subject demolition procedure.

- iii. Copies of the latest inspection reports of the rigging device. The device shall be inspected within one (1) calendar year of the proposed date for use.
- 8. A detail shall be provided showing the crane outrigger setup, including dimensions from adjacent slopes or facilities. The detail shall indicate requirements for bearing surface preparation, including material requirements and compaction efforts. As a minimum, outriggers and/or tracks shall bear on mats, positioned on level material with adequate bearing capacity.
- 9. A complete written narrative that describes the sequence of events, indicating the order of lifts and any repositioning or re-hitching of the crane(s).

#### IV. DEMOLITION PROCEDURE

- A. The Agency or its Contractor shall submit a detailed procedure for a controlled demolition of any structure on, over, or adjacent to the ROW. The controlled demolition procedure must be approved by the Engineer prior to beginning work on the project.
- B. Existing Condition of structure being demolished:
  - 1. The Contractor shall submit as-built plans for the structure(s) being demolished
  - 2. If as-built plans are unavailable, the Contractor shall perform an investigation of the structure, including any foundations, substructures, etc. The field measurements are to be made under the supervision of the Professional Engineer submitting the demolition procedure. Findings shall be submitted as part of the demolition means and methods submittal for review by the Engineer.
  - 3. Any proposed method for temporary stabilization of the structure during the demolition shall be based on the existing plans or investigative findings, and submitted as part of the demolition means and methods for review by the Engineer.
- C. Demolition work plans shall include a schematic plan depicting the proposed locations of the following, at various stages of the demolition:
  - 1. All cranes and equipment, calling out the operating radii.
  - 2. All proposed access and staging locations with all dimensions referenced from the center line of the nearest track
  - 3. Proposed locations for stockpiling material or locations for truck loading
  - 4. The location, with relevant dimensions, of all tracks, other railroad facilities; wires, poles, adjacent structures, or buried utilities that could be affected, showing that the proposed lifts are clear of these obstructions.
  - 5. Note that no crane or equipment may be set on the CSX rails or track structure and no material may be dropped on CSX property.

- D. Demolition submittal shall also include the following information:
  - 1. All hoisting details, as dictated by Section III of this document.
  - 2. A time schedule for each of the various stages must be shown as well as a schedule for the entire lifting procedure. The proposed time frames for all critical subtasks (i.e., torch/saw cutting various portions of the superstructure or substructure, dismantling splices, installing temporary bracing, etc.) shall be furnished so that the potential impact(s) to CSX operations may be assessed and eliminated or minimized.
  - 3. The names and experience of the key Contractor personnel involved in the operation shall be included in the Contractor's means and methods submission.
  - 4. Design and supporting calculations shall be prepared, signed, and sealed by the Professional Engineer for items including the temporary support of components or intermediate stages shall be submitted for review. A guardrail will be required to be installed in a track in the proximity of temporary bents or shoring towers, when located within twelve feet (12'-0") from the centerline of the track. The guardrail will be installed by CSX forces, at the expense of the Agency or its contractor.
- E. Girders or girder systems shall be stable at all times during demolition. Temporary bracing shall be provided at the piers, abutments, or other locations to resist overturning and/or buckling of the member(s). The agency shall submit a design and details of the proposed temporary bracing system, for review by the Engineer. Lateral wind forces for the temporary conditions shall be considered in accordance with AREMA, Chapter 8, Section 28.6.2. The minimum lateral wind pressure shall be fifteen pounds per square foot (15 psf).
- F. Existing, obsolete, bridge piers shall be removed to a minimum of three feet (3'-0") below the finished grade, final ditch line invert, or as directed by the Engineer.
- G. A minimum quantity of twenty five (25) tons of CSX approved granite track ballast may be required to be furnished and stockpiled on site by the Contractor, or as directed by the Engineer.
- H. The use of acetylene gas is prohibited for use on or over CSX property. Torch cutting shall be performed utilizing other materials such as propane.
- I. CSX's tracks, signals, structures, and other facilities shall be protected from damage during demolition of existing structure or replacement of deck slab.
- J. Demolition Debris Shield
  - 1. On-track or ground-level debris shields (such as crane mats) are prohibited for use by CSX.
  - 2. Demolition Debris Shield shall be installed prior to the demolition of the bridge deck or other relevant portions of the structure. The demolition debris shield shall be erected from the underside of the bridge over the track area to catch all falling debris. The debris shield shall not be the primary means of debris containment.
    - i. The demolition debris shield design and supporting calculations, all signed/sealed by a Professional Engineer, shall be submitted for review and acceptance.
    - ii. The demolition debris shield shall have a minimum design load of 50 pounds per square foot (50 psf) plus the weight of the equipment, debris, personnel, and all other loads.

- iii. The Contractor shall verify the maximum particle size and quantity of the demolition debris generated during the procedure does not exceed the shield design loads. Shield design shall account for loads induced by particle impact; however the demolition procedure shall be such that impact forces are minimized. The debris shield shall not be the primary means of debris containment.
- iv. The Contractor shall include installation/removal means and methods for the demolition debris shield as part of the proposed Controlled Demolition procedure submission.
- v. The demolition debris shield shall provide twenty three feet (23'-0") minimum vertical clearance, or maintain the existing vertical clearance if the existing clearance is less than twenty three feet (23'-0").
- vi. Horizontal clearance to the centerline of the track should not be reduced unless approved by the Engineer.
- vii. The Contractor shall clean the demolition debris shield daily or more frequently as dictated either by the approved design parameters or as directed by the Engineer.

#### K. Vertical Demolition Debris Shield

- 1. This type of shield may be required for substructure removals in close proximity to CSX track and other facilities, as determined by the Engineer.
- 2. The Agency or its Contractor shall submit detailed plans with detailed calculations, prepared, signed, and sealed by a Professional Engineer, of the protection shield.

#### V. ERECTION PROCEDURE

- A. The Agency or its Contractor shall submit a detailed procedure for erection of a structure with Potential to Foul. The erection procedure must be approved by the Engineer prior to beginning work on the project.
- B. Erection work plans shall include a schematic plan depicting the following, at all stages of the construction:
  - 1. All proposed locations of all cranes and equipment, calling out the operating radii.
  - 2. All proposed access and staging locations with all dimensions referenced from the center line of the nearest track.
  - 3. All proposed locations for stockpiling material or locations for truck loading.
  - 4. The location, with relevant dimensions, of all tracks, other railroad facilities; wires, poles, adjacent structures, or buried utilities that could be affected, showing that the proposed lifts are clear of these obstructions.
- C. No crane or equipment may be set on the CSX rails or track structure and no material may be dropped on CSX property.
- D. For erection of a structure over the tracks, the following information shall be submitted for review and acceptance by the Engineer, at least thirty (30) days prior to erection:
  - 1. As-built beam seat elevations field surveyed upon completion of pier/abutment construction.
  - 2. Current Top of Rail (TOR) elevations field measured at the time of as-built elevation collection.
  - 3. Computations verifying the anticipated minimum vertical clearance in the final condition which accounts for all deflection and camber, based upon the current TOR and as-built beam seat elevations. The anticipated minimum

vertical clearance shall be greater than or equal to that which is indicated by the approved plans. Vertical clearance (see definitions) is measured from TOR to the lowest point on the overhead structure at any point within six feet (6'-0") from centerline of the track. Calculations shall be signed and sealed by a Professional Engineer.

- E. Girders or girder systems shall be stable at all times during erection. No crane may unhook prior to stabilizing the beam or girder.
  - 1. Lateral wind forces for the temporary conditions shall be considered in accordance with AREMA, Chapter 8, Section 28.6.2. The minimum lateral wind pressure shall be fifteen pounds per square foot (15 psf).
  - 2. Temporary bracing shall be provided at the piers, abutments, or other locations to resist overturning and/or buckling of the member(s). The agency shall submit a design and details of the proposed temporary bracing system, for review by the Engineer.
  - 3. Temporary bracing shall not be removed until sufficient lateral bracing or diaphragm members have been installed to establish a stable condition. Supporting calculations, furnished by the Professional Engineer, shall confirm the stable condition.
- F. Erection procedure submissions shall also include the following information:
  - 1. All hoisting details, as dictated by Section III of this document.
  - 2. A time schedule for each of the various stages must be shown as well as a schedule for the entire lifting procedure. The proposed time frames for all critical subtasks (i.e., performing aerial splices, installing temporary bracing, installation of diaphragm members, etc.) shall be furnished so that the potential impact(s) to CSX operations may be assessed and eliminated or minimized.
  - 3. The names and experience of the key Contractor personnel involved in the operation shall be included in the Contractor's means and methods submission.
  - 4. A guardrail will be required to be installed in a track in the proximity of temporary bents or shoring towers, when located within twelve feet (12'-0") from the centerline of the track. The guardrail will be installed by CSX forces, at the expense of the Agency or its Contractor.
  - 5. Design and supporting calculations prepared by the Professional Engineer for items including the temporary support of components or intermediate stages shall be submitted for review.

#### VI. TEMPORARY EXCAVATION AND SHORING

A. The Agency or its Contractor shall submit a detailed design and procedure for the installation of a sheeting/shoring system adjacent to the tracks. Shoring protection shall be provided when excavating with Potential to Foul, or as otherwise determined by CSX. Shoring shall be provided in accordance with the AREMA, except as noted below.

- B. Shoring may not be required if all of the following conditions are satisfied:
  - 1. The excavation does not encroach within the Theoretical Live Load Influence Zone. Please refer to Figure 1.
  - 2. The track structure is situated on level ground, or in a cut section, and on stable soil.
  - 3. The excavation does not adversely impact the stability of a CSX facility (i.e., signal bungalow, drainage facility, undergrade bridge, building, etc), or the stability of any structure on, over, or adjacent to CSX property with potential to foul.
  - 4. Shoring is not required by any governing federal, state, local or other construction code.

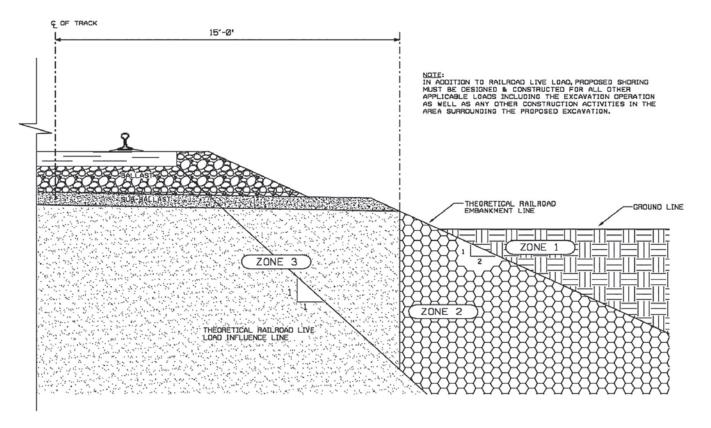
- C. Shoring is required when excavating the toe of an embankment. Excavation of any embankment which supports an active CSX track structure without shoring will not be permitted.
- D. Trench boxes are not an acceptable means of shoring. Trench boxes are prohibited for use on CSX property or within the Theoretical Railroad Live Load Influence Zone.
- E. Shoring shall be a cofferdam-type, which completely encloses the excavation. However, where justified by site or work conditions, partial cofferdams with open sides away from the track may be permissible, as determined by the Engineer.
- F. Cofferdams shall be constructed using interlocking steel sheet piles, or when approved by the Engineer, steel soldier piles with timber lagging. Wales and struts shall be included when dictated by the design.
- G. The use of tiebacks can be permissible for temporary shoring systems, when conditions warrant. Tiebacks shall have a minimum clear cover of 6'-0", measured from the bottom of the rail. Upon completion of the work, tiebacks shall be grouted, cut off, and remain in place.
- H. All shoring systems on, or adjacent to CSX right-of-way, shall be equipped with railings or other fall protection, compliant with the governing federal, state or local requirements. Area around pits shall be graded to eliminate all potential tripping hazards.
- I. Interlocking steel sheet piles shall be used for shoring systems qualifying one or more of the following conditions:
  - 1. Within 18'-0" of the nearest track centerline
  - 2. Within the live load influence zone
  - 3. Within slopes supporting the track structure
  - 4. As otherwise deemed necessary by the Engineer.
- J. Sheet piles qualifying for one or more of the requirements listed in Section VI.I (above) of this document shall not be removed. Sheet piles shall be left in place and cut off a minimum of 3'-0" below the finished grade, the ditch line invert, or as otherwise directed by the Engineer. The ground shall be backfilled and compacted immediately after sheet pile is cut off.
- K. The following design considerations shall be considered when preparing the shoring design package:
  - 1. Shoring shall be designed to resist a vertical live load surcharge of 1,880 lbs. per square foot, in addition to active earth pressure. The surcharge shall be assumed to act on a continuous strip, eight feet six inches (8'-6") wide. Lateral pressures due to surcharge shall be computed using the strip load formula shown in AREMA Manual for Railway Engineering, Chapter 8, Part 20.
  - 2. Allowable stresses in materials shall be in accordance with AREMA Chapter 7, 8, and 15.3.
  - 3. A minimum horizontal clearance of ten feet (10'-0") from centerline of the track to face of nearest point of shoring shall be maintained, provided a twelve feet (12'-0") roadbed is maintained with a temporary walkway and handrail system.

- 4. For temporary shoring systems with Potential to Foul, piles shall be plumb under full dead load. Maximum deflection at the top of wall, under full live load, shall be as follows:
  - i. One-half (1/2) inch for walls within twelve feet (12'-0") of track centerline (Measured from centerline of the nearest track to the nearest point of the supporting structure).
  - ii. One (1) inch for walls located greater than twelve feet (12'-0") from track centerline
- L. Shoring work plans shall be submitted in accordance with Section II of this document, as well as the following additional requirements:
  - 1. The work plan shall include detailed drawings of the shoring systems calling out the sizes of all structural members, details of all connections. Both plan and elevation drawings shall be provided, calling out dimensions from the face of shoring relative to the nearest track centerline. The elevation drawing shall also show the height of shoring, and track elevation in relation to bottom of excavation.
  - 2. Full design calculations for the shoring system shall be furnished.
  - 3. A procedure for cutting off the sheet pile, backfilling and restoring the embankment.

#### VII. TRACK MONITORING

- A. When work being performed has the potential to disrupt the track structure, a work plan must be submitted detailing a track monitoring program which will serve to monitor and detect both horizontal and vertical movement of the CSX track and roadbed.
- B. The program shall specify the survey locations, the distance between the location points, and frequency of monitoring before, during, and after construction. CSX reserves to the right to modify the survey locations and monitoring frequency as necessary during the project.
- C. The survey data shall be collected in accordance with the approved frequency and immediately furnished to the Engineer for analysis.
- D. If any movement has occurred as determined by the Engineer, CSX will be immediately notified. CSX, at its sole discretion, shall have the right to immediately require all contractor operations to be ceased, have the excavated area immediately backfilled and/or determine what corrective action is required. Any corrective action required by CSX or performed by CSX including the monitoring of corrective action of the contractor will be at project expense.

FIGURE 1: Theoretical Live Load Influence Zone



NORMAL REQUIREMENTS FOR SHORING ADJACENT TO TRACK

ZONE 1 - EXCAVATIONS ABOVE AND OUTSIDE OF THE THEORETICAL RAILROAD EMBANKMENT LINE - DO NOT NORMALLY REQUIRE SHORING TO PROTECT RAILROAD ROADBED, SHORING MAY BE REQUIRED FOR OTHER REASONS.

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ZONE 2 - EXCAYATIONS WHOSE BOTTOMS EXTEND INTO ZONE 2 REQUIRE SHORING, BUT THE SHORING MAY NORMALLY BE PULLED AFTER THE EXCAYATION HAS BEEN BACKFIELD.

500 Sec.

ZONE 3 - EXCAVATIONS WHOSE BOTTOMS EXTEND INTO ZONE 3 MILL NORMALLY REQUIRE THE SHORING TO BE LEFT IN PLACE AND CUT-OFF 3' BELOW BASE OF RAIL. SHORING MUST BE DESIGNED FOR COOPER E88 LIVE LOAD

Guthrie, Todd County, KY KYTC Project No. FD52 110 94555 01U CSXT Milepost: 00H-216.60

CSXT OP No.: KY0482

# **EXHIBIT D**

# **CONTRACTOR'S ACCEPTANCE**

To and for the benefit of the <i>Company</i> , ("C	Company")	and to induce the <i>Company</i> to
permit Contractor on or about <i>Company's</i> property	for the pu	urposes of performing work in
accordance with the Agreement dated	, 20_	_, between the Commonwealth of
Kentucky Transportation Cabinet, Department of F	Highways	and the <i>Company</i> , Contractor
hereby agrees to abide by and perform all applicab	le terms o	f the Agreement, including,
particularly Exhibits B and C as included herein.		
Contr	actor: _	
	By:	
	Name:	
	Title: _	
	Date:	

# SPECIAL NOTE FOR RAILROAD FLAGGING

Unless otherwise noted, Section references herein are to the Department's Standard Specifications for Road and Bridge Construction. All applicable portions of the Department's Standard Specifications apply unless specifically modified herein.

- 1. **DESCRIPTION.** It is estimated this project will require 130 days of railroad flagging. Guidelines for determining when flagging protection will be needed are included in the Special Provisions for Protection of Railroad Interest. The Daily Rate for this project will be \$1,500.00
- **2. DEFINITION OF FLAGGING.** The particular Railroad(s) involved in this project will define when flagging is required (see <u>Summary for KYTC Projects That Involve a Railroad and Special Provisions for Protection of Railroad Interest</u>) and the number of flaggers needed. At least 2 weeks notice is required before flagging will be provided, but it could take up to 30 days. It will remain the Contractor's responsibility to schedule work including any down time (such as winter) so as to minimize the use of flagging services. The Department retains no responsibility for coordinating flagging services between the Railroad and the Contractor.
- 3. REDUCTION AND EXTENSION OF RAILROAD FLAGGING TIME. Based upon the Kentucky Standard Specifications, any changes in contract time for this project will be by change order. If the nature of the work in the change order necessitates additional use of railroad flagging services, then that shall be identified in that change order and the number of calendar days for railroad flagging services shall be increased. By signing the change order, the contractor waives all rights to any future request to change the number of days of railroad flagging associated with the work in that change order. Since the number of days involves the cost to the Department and not the Contractor, the number of days of railroad flagging shall not be reduced.
- 4. **MEASUREMENT.** The Department will keep track of calendar days that railroad flagging is performed. This will include any day that any railroad flagger charges a minimum of 5 hours of onsite flagging. Except that from April 1<sup>st</sup> thru November 30<sup>th</sup> this will not include days where the Contractor cannot perform at least 5 hours of the work that necessitates railroad flagging due to weather, seasonal, or temperature limitations of the Specifications, or other conditions beyond the control of the Contractor as judged by the Engineer. From Dec 1<sup>st</sup> thru March 30<sup>th</sup> any day that any railroad flagger charges a minimum of 5 hours of onsite flagging then a calendar day of railroad flagging will be counted; without regard to weather, seasonal or temperature limitations of the Specifications. The Engineer will furnish the Contractor bi-weekly statements showing the number of railroad flagging days charged for the period. The Contractor acknowledges acceptance of, and agreement with, all bi-weekly statements unless the Contractor submits a written protest containing supporting evidence for a change within 14 calendar days of receiving the bi-weekly statement.

If the number of calendar days of railroad flagging has exceeded 130 days, then the Contractor will be charged for each day that additional flagging is needed multiplied by the Daily Rate. This will be in addition to any liquidated damages or other reimbursements that the contract or the Kentucky Standard Specifications may require. This charge will continue, based upon actual flagging use, until Formal Acceptance.

If upon Formal Acceptance the total number of calendar days that railroad flagging is performed is less than 130 days no additional monies will be given to the Contractor.

ANDY BESHEAR
GOVERNOR



Contract ID: 221341

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REBECCA W. GOODMAN
SECRETARY

# ENERGY AND ENVIRONMENT CABINET DEPARTMENT FOR ENVIRONMENTAL PROTECTION

ANTHONY R. HATTON

COMMISSIONER

300 SOWER BOULEVARD FRANKFORT, KENTUCKY 40601

June 1, 2022

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

Re: §401 Water Quality Certification

Letter of Permission No.: WQCLOP2022-053-1

US 79 - Todd Co

US 79 Widening & CSX Bridge Replacement AI No.: 172743; Activity ID: APE20220001

KYTC Item No.: 3-80001.2

USACE ID No.: LRL-2022-291-ncc

UTs to Spring Creek Todd County, Kentucky

Dear Mr. Peake:

Pursuant to Section 401 of the Clean Water Act (CWA) and 40 CFR 121.7(c), the Commonwealth of Kentucky certifies it has reasonable assurances that applicable water quality standards under Kentucky Administrative Regulations Title 401, Chapter 10, established pursuant to Sections 301, 302, 303, 304, 306, and 307 of the CWA, will not be violated by the above referenced project provided that the U.S. Army Corps of Engineers authorizes the activity under a federal license or permit, and the attached conditions are met. An individual Water Quality Certification is not necessary for this activity provided that this project has satisfies the Transportation Letter of Permission from the U.S. Army Corps of Engineers (Letter of Permission for Transportation Projects, Corps ID No. LRL-2006-259, issued October 03, 2007 and revised October 28, 2010 and September 11, 2020) and all conditions of the attached Water Quality Certification - Letter of Permission Authorizing Transportation Projects are met. If construction does not commence within five years of the date of this letter, this certification will become void.

This letter transmits to you a copy of our Water Quality Certification (WQC) for the Letter of Permission Authorizing Transportation Projects for the Kentucky Transportation Cabinet – US 79 Widening & CSX Bridge Replacement in Todd County, Kentucky, in accordance with plans included in the "Application for Permit to Construct Across or Along a Stream and/or Water Quality Certification" received 4/11/2022, Pre-Filing Meeting Request received 4/15/2022, application package received 4/11/2022, Certification Request received 6/1/2022, and Notice of Deficiency #1 response received 5/23/2022, including impacts to 130 linear feet of ephemeral stream and 880 linear feet of perennial stream. Compensatory mitigation will be accomplished through purchasing 1,385 stream AMUs from an approved mitigation bank or purchasing 1,662 stream AMUs from an approved in-lieu fee program. A receipt of purchase must be submitted to the Kentucky 401 Water Quality Certification Section before construction begins.



Although an Individual WQC is not needed, other permits from the Division of Water may be required. If the project will disturb one acre or more of land, or is part of a larger common plan of development or sale that will ultimately disturb one acre or more of land, a Kentucky Pollution Discharge Elimination System (KPDES) stormwater permit shall be required from the Surface Water Permits Branch. This permit requires the development of a Stormwater Pollution Prevention Plan (SWPPP). The SWPPP must include erosion prevention and sediment control measures. Contact: Surface Water Permits Branch (SWPB) Support (502-564-3410 or <a href="mailto:swPBSupport@ky.gov">swPBSupport@ky.gov</a>). If the project needs to develop a Groundwater Protection Plan (GPP), impacts a Wellhead Protection Areas (WHPAs) or Sinkhole contact the Watershed Management Brach (502-564-3410).

All future correspondence on this project must reference **AI No. 172743**. Please contact Wesley Harrod by phone at 502-782-6589 or email at Wesley.Harrod@ky.gov if you have any questions.

Sincerely,

Samantha Vogeler, Supervisor

Samantha Vogeler

Water Quality Certification Section Kentucky Division of Water

SV:WH Attachment

cc: Adam Michels, KYTC: Frankfort (via email: adam.michels@ky.gov)

Andrew Logsdon, KYTC: Frankfort (via email: Andrew.Logsdon@ky.gov)

Dave Harmon, KYTC: Frankfort (via email: Dave.Harmon@ky.gov)

Norma Condra, USACE: Louisville District (via email: Norma.C.Condra@usace.army.mil)

Lee Andrews, USFWS: Frankfort (via email: kentuckyes@fws.gov)

Rhonda Lamb, Four Rivers Basin Coordinator (via email: rlamb@murraystate.edu) Bill Baker, Bowling Green Regional Field Office (via email: william.Baker@ky.gov)

# <u>Water Quality Certification -- Letter of Permission Authorizing</u> <u>Transportation Projects (LRL-2006-259-pgj- Date: 11 Sept 2020)</u>

This Water Quality Certification is issued December 28, 2020, by the Kentucky Division of Water, 401 Water Quality Certification Program in conformity with the requirements of Sections 301, 302, 304, 306 and 401, as amended (33 U.S.C. §1341), of the Clean Water Act, as well as Kentucky Statute KRS 224.16-050 and Kentucky Administrative Regulations Title 401, Chapter 9 and 10.

The Commonwealth of Kentucky hereby certifies under Section 401 of the Clean Water Act (CWA) that it has reasonable assurances that applicable water quality standards under Kentucky Administrative Regulations Title 401, Chapter 10, established pursuant to Sections 301, 302, 304, 306 and 307 of the CWA, will not be violated for the activities covered by this general certification, provided that the conditions in this general certification are met. Activities that do not meet the conditions of this certification require an Individual Section 401 Water Quality Certification.

For this and all permits, the definition of surface water is as per 401 KAR 10:001 Chapter 10, Section 1(80): Surface Waters mean those waters having well-defined banks and beds, either constantly or intermittently flowing; lakes and impounded waters; marshes and wetlands; and any subterranean waters flowing in well-defined channels and having a demonstrable hydrologic connection with the surface. Lagoons used for waste treatment and effluent ditches that are situated on property owned, leased, or under valid easement by a permitted discharger are not considered surface waters of the commonwealth.

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

In addition to all the restrictions and conditions of the U.S. Army Corps of Engineers, Louisville District Letter of Permission Issuance (LRL-2006-259-pgj) hereby incorporated into this certification (included herein), the following 401 Water Quality Certification criteria applies to all transportation projects certified under a Certified Letter of Permission issued by the Kentucky Division of Water, 401 Water Quality Certification Program:

- 1. The Kentucky Division of Water shall be notified of the scheduled start of construction activities at least two weeks before the start of construction and upon the substantial completion of construction no later than two week post-construction. [Statement G and citations KRS 224.10-100, KRS 224.70-110, 401 KAR 10:030 Section 1; and 401 KAR 10:031 Section 2(1)(a)]
- 2. As-built drawings shall be submitted to the Kentucky Division of Water within 90 days after substantial completion of construction. [Statement H and citations KRS 224.10-100, KRS 224.70-110, 401 KAR 10:030 Section 1; and 401 KAR 10:031 Section 2(1)(a)]

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- 3. A copy of the receipt for purchase of credits for compensatory mitigation shall be submitted to the Division of Water prior to any construction activity for projects requiring mitigation. [Statement I and citations KRS 224.10-100, KRS 224.70-110, 401 KAR 10:030 Section (1); and 401 KAR 10:031 Section 2(1)(a)]
- 4. Activities occurring within surface waters identified by the Kentucky Division of Water as designated or candidate Outstanding State or National Resource Waters, Cold Water Aquatic Habitat, or Exceptional Waters are not authorized under this General Certification and require an Individual Certification. [Statement A and citations KRS 224.70-110, 401 KAR 10:030, Section 1(1), Section 1(2), & Section 1(3); and 401 KAR 10:031, Section 4(2) & Section 8]
- 5. The activity will not occur within surface waters identified as perpetually-protected mitigation sites (e.g., deed restriction or conservation easement). [Statement C and citations KRS 224.70-110, 401 KAR 10:030, Section 1(3); and 40 C.F.R. 230.97]
- 6. The Kentucky Division of Water may require submission of a formal application for an individual certification for any project if the project has been determined to likely have a significant adverse effect upon water quality or degrade the waters of the Commonwealth so that existing uses of the water body or downstream waters are precluded. [Statement A and citations KRS 224.70-110, 401 KAR 10:030, Section 1(3)(b) & Section 1(4)(b); and 401 KAR 10:031, Section 2 & Section 4]
- 7. The proposed relocation of an existing stream or channel will be designed and constructed to ensure the stability of the relocated stream or channel. Stream habitat enhancements, such as bioengineering methods and/or best management practices for protecting water quality will be considered, on a case-by-case basis, during the design process. Documentation must be provided if stream habitat enhancements will not be used for the proposed stream relocation. [Statement A and B and citations KRS 224.70-110, 401 KAR 10:030, Section 1(3)(b) & Section 1(4)(b); and 401 KAR 10:031, Section 2 & Section 4]
- 8. Erosion and sedimentation pollution control plans and Best Management Practices must be designed, installed, and maintained in effective operating condition at all times during construction activities so that violations of state water quality standards do not occur. [Statements A and D and citations KRS 224.70-110, 401 KAR 10:030, Section 1(3)(b) & Section 1(4)(b); and 401 KAR 10:031, Section 2 & Section 4]
- 9. Sediment and erosion control measures, such as check-dams constructed of any material, silt fencing, hay bales, etc., shall not be placed within surface waters of the Commonwealth, either temporarily or permanently, without prior approval by the Kentucky Division of Water's Water Quality Certification Section. If placement of sediment and erosion control measures in surface waters is unavoidable, design and placement of temporary erosion control measures shall not be conducted in such a manner that may result in instability of streams that are adjacent to, upstream, or downstream of the structures. All sediment and erosion control devices shall be removed and the natural grade restored within the completion timeline of the activities. [Statements A and D and citations KRS 224.70-110, 401 KAR 10:030, Section 1(3)(b) & Section 1(4)(b); and 401 KAR 10:031, Section 2 & Section 4]

# **Certification of Transportation Letter of Permission**

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

This Water Quality Certification does not have an expiration date, however if the need for changes develop or if the U.S. Army Corps of Engineers, Louisville District makes modifications to the Letter of Permission (LRL-2006-259-pgj- Date: 11 Sept 2020) then a new certification may be issued.

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#### **Certification of Transportation Letter of Permission**

Statements of Necessity:

- A. This condition is necessary to protect waters categorized under the anti-degradation policy to protect the designated and existing uses and to maintain the associated water quality criteria necessary to protect these water resources.
- B. This condition is necessary to protect existing uses and the level of water quality necessary to protect those existing uses shall be assured in impaired water.
- C. This condition is necessary for long-term protection of compensatory mitigation sites.
- D. This condition is necessary to provide for the prevention, abatement, and control of all water pollution and to conserve water resources for legitimate uses, safeguard from pollution the uncontaminated waters, prevent the creation of any new pollution, and abate any existing pollution.
- E. This condition is necessary to protect domestic water supply use.
- F. This condition is necessary to evaluate, develop, and improve best-management practices in conservation plans, compliance plans, and forest stewardship management plans; establish statewide and regional agriculture water quality plans; and otherwise promote soil and water conservation activities that protect waters of the Commonwealth from the adverse impacts of agriculture operations within the Commonwealth.
- G. This condition is necessary for the Division of Water to be informed of the ongoing activity for the purposes of site visits to ensure implementation of Kentucky Regulatory Statutes and Administrative Regulations; the Division will monitor the environment to afford more effective and efficient control practices, to identify changes and conditions in ecological systems, and to warn of emergency conditions.
- H. This condition is necessary for the Division of Water to monitor the environment to afford more effective and efficient control practices, to identify changes and conditions in ecological systems, and to warn of emergency conditions.
- I. This condition is necessary to allow the impact to occur. Compensatory mitigation is the method to approve impacts and entire loss of a water resource. The Division can approve necessary impacts and loss based on the confidence that the resource will be replaced and not taken form the watershed entirely. Compensatory mitigation is the method of compliance for the Commonwealth's water quality standards.

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



# **Kentucky Transportation Cabinet**

**Highway District \_3\_** 

#### And

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

**Groundwater protection plan** 

For Highway Construction Activities

For

3-80100; Logan County; Replace and widen bridge at MP 2.921

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

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# **Project information**

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

- 1. Owner Kentucky Transportation Cabinet, District \_3\_
- 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) US 79
- 6. Latitude/Longitude (project mid-point): 36° 46' 5.95, -87° 1' 9.41"
- 7. County (project mid-point) Logan
- 8. Project start date (date work will begin): (2)
- 9. Projected completion date: (2)

# A. Site description:

- 1. Nature of Construction Activity (from letting project description) Replace and widen the bridge on US 79 at MP 2.921
- 2. Order of major soil disturbing activities (2) and (3)
- 3. Projected volume of material to be moved 2087 cu yd
- 4. Estimate of total project area (acres) 1.924 acres
- 5. Estimate of area to be disturbed (acres) 1.924 acres
- Post construction runoff coefficient will be included in the project drainage folder. Persons needing information pertaining to the runoff coefficient will contact the resident engineer to request this information.
- 7. Data describing existing soil condition Some of the soil horizons and slopes on the project are subject to erosion. The soil in this area is well drained and medium runoff class. & (2)
- 8. Data describing existing discharge water quality (if any) None known. & (2)
- 9. Receiving water name Vicks Branch
- 10. TMDLs and Pollutants of Concern in Receiving Waters: No TMDLs were involved on this project.
- 11. Site map Project layout sheet plus the erosion control sheets in the project plans that depict Disturbed Drainage Areas (DDAs) and related information. These sheets depict the existing project conditions with areas delineated by DDA (drainage area bounded by watershed breaks and right of way limits), the storm water discharge locations (either as a point discharge or as overland flow) and the areas that drain to each discharge point. These plans define the limits of areas to be disturbed and the location of control measures. Controls will be either site specific as designated by the designer or will be annotated by the contractor and resident engineer before disturbance commences. The project layout sheet shows the surface waters and wetlands.

#### 12. Potential sources of pollutants:

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

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

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

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

- 2. Following award of the contract, the contractor and resident engineer will annotate the erosion control sheets showing location and type of BMPs for each of the DDAs that will be disturbed at the outset of the project. This annotation will be accompanied by an order of work that reflects the order or sequence of major soil moving activities. The remaining DDAs are to be designated as "Do Not Disturb" until the contractor and resident engineer prepare the plan for BMPs to be employed. The initial 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.

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

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- ➤ 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.
  - 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: None

#### 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.

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#### 4. Spill Prevention

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

# Good Housekeeping:

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

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

#### Hazardous Products:

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

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

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

#### Petroleum Products:

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

The contractor shall prepare an Oil Pollution Spill Prevention Control and Countermeasure plan when the project that involves the storage of petroleum products in 55 gallon or larger containers with a total combined storage capacity of 1,320 gallons. This is a requirement of 40 CFR 112.

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

#### > Fertilizers:

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

#### > Paints:

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

#### Concrete Truck Washout:

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

#### > Spill Control Practices

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

- Manufacturers' recommended methods for spill cleanup will be clearly posted. All personnel will be made aware of procedures and the location of the information and cleanup supplies.
- Materials and equipment necessary for spill cleanup will be kept in the material storage area. Equipment and materials will include as appropriate, brooms, dust pans, mops, rags, gloves, oil absorbents, sand, sawdust, and plastic and metal trash containers.
- All spills will be cleaned up immediately after discovery.
- The spill area will be kept well ventilated and personnel will wear appropriate protective clothing to prevent injury from contract with a hazardous substance.
- Spills of toxic or hazardous material will be reported to the appropriate state/local agency as required by KRS 224 and applicable federal law.
- The spill prevention plan will be adjusted as needed to prevent spills from reoccurring and improve spill response and cleanup.
- Spills of products will be cleaned up promptly. Wastes from spill clean up will be disposed in accordance with appropriate regulations.

#### D. Other State and Local Plans

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

# E. Maintenance

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

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water BMPs. The project manager shall identify any BMPs that will be for the purpose of post construction storm water management with specific guidance for any non-routine maintenance.

# F. Inspections

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.

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# **G. Non – Storm Water discharges**

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

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

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applied to roads or parking lots);

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

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

\_\_\_\_\_ 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.)

Contractor and Resident Engineer Plan certification

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

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

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or

KPDES BMP Plan Page 12 of 14

persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. Further, this plan complies with the requirements of 401 KAR 5:037. By this certification, the undersigned state that the individuals signing the plan have reviewed the terms of the plan and will implement its provisions as they pertain to ground water protection.

(2) Resident Engineer signature		
Signedtitl Typed or printed name		signature
(3) Signed	_title	_,
Typed or printed name <sup>1</sup>		signature

- 1. Contractors Note: to be signed by a person who is the owner, a responsible corporate officer, a general partner or the proprietor or a person designated to have the authority to sign reports by such a person in accordance with 401 KAR 5:060 Section 9. This delegation shall be in writing to: Manager, Surface Water Permits Branch, Division of Water, 300 Sower Boulevard, 3<sup>rd</sup> Floor, Frankfort, Kentucky 40601. Reference the Project Control Number (PCN) and KPDES number when one has been issued.
- 2. KyTC note: to be signed by the Chief District Engineer or a person designated to have the authority to sign reports by such a person (usually the resident engineer) in accordance with 401 KAR 5:060 Section 9. This delegation shall be in writing to: Manager, Surface Water Permits Branch, Division of Water, 300 Sower Boulevard, 3<sup>rd</sup> Floor, Frankfort, Kentucky 40601. Reference the Project Control Number (PCN) and KPDES number when one has been issued.

# **Sub-Contractor Certification**

Resident Engineer and Contractor Certification:

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

Subcontractor

Name: Address:

KPDES BMP Plan Page 13 of 14

	Address:	
	Phone:	
The par	rt of BMP plan this subcontractor is responsible to impler	nent is:
Kentucl dischar dischar	under penalty of law that I understand the terms and ky Pollutant Discharge Elimination System permit that a ges, the BMP plan that has been developed to manage ged as a result of storm events associated with the con ement of non-storm water pollutant sources identified as	uthorizes the storm water the quality of water to be astruction site activity and
Signed	title, Typed or printed name <sup>1</sup>	signature

1. Sub Contractor Note: to be signed by a person who is the owner, a responsible corporate officer, a general partner or the proprietor or a person designated to have the authority to sign reports by such a person in accordance with 401 KAR 5:060 Section 9. This delegation shall be in writing to: Manager, Surface Water Permits Branch, Division of Water, 300 Sower Boulevard, 3<sup>rd</sup> Floor, Frankfort, Kentucky 40601. Reference the Project Control Number (PCN) and KPDES number when one has been issued.

# SPECIAL NOTE

# Filing of eNOI for KPDES Construction Stormwater Permit

County: Logan Route: US 79

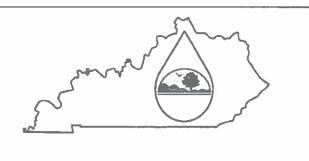
Item No.: 3-80100.00 KDOW Submittal ID: 298357

Project Description: Replace bridge on US 79 at MP 2.921

A Notice of Intent for obtaining coverage under the Kentucky Pollutant Discharge Elimination System (KPDES) General Permit for Stormwater Discharges Associated with Construction Activities (KYR10) has been drafted, copy of which is attached. Upon award, the Contractor will be identified in Section III of the form as the "Building Contractor" and it will be submitted for approval to the Kentucky Division of Water. The Contractor shall be responsible for advancing the work in a manner that is compliant with all applicable and appropriate KYTC specifications for sediment and erosion control as well as meeting the requirements of the KYR10 permit and the KDOW.

If there are any questions regarding this note, please contact David Waldner, Director, Division of Environmental Analysis, TCOB, 200 Mero Street, Frankfort, KY 40622, Phone: (502) 564-7250.

Contract ID: 221341 Page 131 of 266



#### KENTUCKY POLLUTION DISCHARGE

# **ELIMINATION SYSTEM (KPDES)**

Notice of Intent (NOI) for coverage of Storm Water Discharge Associated with Construction Activities Under the KPDES Storm Water General Permit KYR100000

Click here for Instructions (Controls/KPDES\_FormKYR10\_Instructions.htm)

Click here to obtain information and a copy of the KPDES General Permit. (http://dep.ky.gov/formslibrary/Documents/KYR10PermitPage.pdf)

(\*) indicates a required field;  $\{\checkmark\}$  indicates a field may be required based on user input or is an optionally required field

Page 1 for Cub-sidel (%)	Annau Inter	and ID:	-		D		
Reason for Submittal:(*)	Agency Interest ID:			Permit Number:(√)			
Application for New Permit Coverage	ation for New Permit Coverage Agency Interest ID KPDES Permit Number						
If change to existing permit coverage is requested, descri	be the changes	for which mod	ification of cove	erage is being s	ought:(√)		
ELIGIBILITY: Stormwater discharges associated with construction active construction activities that cumulatively equal one (1) acres	-		(1) acre or mo	re, including, ir	the case of a	common plan o	of development, contiguous
EXCLUSIONS: The following are excluded from coverage under this general.  1) Are conducted at or on properties that have obtained a implementation of a Best Management Practices (BMP) p.  2) Any operation that the DOW determines an individual p.  3) Any project that discharges to an Impaired Water listed developed.	n individual KP plan permit would be	tter address the	e discharges fro	om that operation	on;		
SECTION I FACILITY OPERATOR INFORMATION (PE	RMITTEE)						
Company Name:(√)		First Name:(√)			M.L:	Last Name:(	√)
Kentucky Transportation Cabinet District 3		Gavin			MI	Hodges	
Mailing Address:(*)	City:(*)	**************************************		State:(*)			Zip:(*)
900 Morgantown Road	Bowling G	reen		Kentucky		•	42101
eMail Address:(*)	receive and a refer		Business Phone (*)			Alternate Phone:	
gavin,hodges@ky.gov			2707467898			Phone	
SECTION II - GENERAL SITE LOCATION INFORMATION	DN						
Project Name:(*) 3-80100.00 Replace and Widen Bridge on US 79 at MF	2.921		Status of Ow State Gov	ner/Operator(* ernment	<b>&gt;</b>	SIC Code(*) 1611 High	nway and Street Const 👻
Company Name:(√)		First Name (	(V) M.L.:			Last Name:(√)	
KYTC D3		Gavin		MI	Hodges		
Site Physical Address:(*)	dan da						
US 79 MP 2.921							
City:(*)		State:(*)		Zip:(*)			
Russellville			Kentucky		~	42276	
County:(*)	Latitude(dec	imal degrees)(*	*)DMS to DD Converter Longitude(		Longitude(de	decimal degrees)(*)	
Logan	(https://www.fcc.gov/media/radio/dms 36,768306			dio/dms-decimal) -87.0193			
SECTION III - SPECIFIC SITE ACTIVITY INFORMATIO	N 7						
Project Description:(*)							
3-80100,00 Replace and Widen Bridge on US 79 at MF	2.921						
a. For single projects provide the following information	i						
other liden gateway by govieForme/Default serv2For	10-4886 15	D=44EB464 -	de07 4960 -	346 4445-1-0	720/9		4.5

Anticipated Start Date (*/)  Anticipated Start Date (*/)  Anticipated Start Date (*/)  Anticipated Completion Date (*/)  Anticipated Completion Date (*/)  Anticipated Completion Date (*/)  Anticipated Completion Date (*/)  B Accelc)  Number of individual lots in development, if applicable (*/)  B Accelc)  Number of individual lots in development, if applicable (*/)  B locity  B locity  F locity  Number of provided lots in development, if applicable (*/)  B locity  F locity  F locity  Number of provided lots in development, if applicable (*/)  B locity  F locity  Anticipated Start Date (*/)  Anticipated Completion Date (*/)  P locity  Anticipated Completion Date (*/)  P locity  Anticipated Completion Date (*/)  Anticipated Completion Date (*/)  P locity  Anticipated Completion Date (*/)  Anticipated Completion Date (*/)  Anticipated Completion Date (*/)  Anticipated Completion Date (*/)  P locity  Anticipated Completion Date (*/)  A	Intal Number of Acres in Proje	-1 ( )	Kentucky EEC eForms	Page 1	
Anticipated Start Date (*/)  b. For common plans of development provide the following information  Total Number of Acres in Project (*/)  # Acres(s)  Number of Individual lots in development, If applicable (*/)  # Acres(s)  Number of Individual lots in development, If applicable (*/)  # Acres(s)  Total acrossos of folia intended to be developed; (*/)  # Project Acres  Anticipated Start Date (*/)  List Building Contractor(s) at the time of Application (*)    Company Name    Company Name   Company	Total Number of Acres in Project:(√)  1.924				
E. For common plans of development provide the following information  Total Number of Acres in Project(-/)  # Acres(s)    Acres(s)		The same of the sa	2007		
Total Number of Acres in Project (**)  # Acres (**)  # Acr	Anticipated Start Date:(V)		Anticipated Completion Date (V)		
# Acre(s)  # Number of Individual lots in development, if applicable (/)  # Bot(s)  # Antidipated Start Date(*/)  # Antidipated Completion Date(*/)  # List Building Contractor(s) at the time of Application(*)  # List Building Contractor(s) at the time of Application(*)  # Cempany Name  # # # Bot(s)	b. For common plans of dev	velopment provide the following information			
Number of Individual lots in development, if applicable (*)	Total Number of Acres in Proje	ct:(✓)	Total Number of Acres Disturbed:(√)		
# folia)  # folia creage of lots Intended to be developed (*/)  Project Acres  Anticipated Start Date (*/)  List Building Contractor(s) at the time of Application:(*)    Company Name			# Acre(s)		
Total acreage of lots Intended to be developed (*/) Project Across  Anticipated Start Date (*/)  List Building Contractor(s) at the time of Application (*)  Company Name  SECTION IV – IF THE PERMITTED SITE DISCHARGES TO A WATER BODY THE FOLLOWING INFORMATION IS REQUIRED (**)  Discharge Point(s):  Unmined TRUZARY  Long Body Start Date (**)  Discharge Point(s):  Unmined TRUZARY  Long Body Start Date (**)  Discharge Point(s):  Unmined TRUZARY  Long Body Start Date (**)  Discharge Point(s):  Long Body Start Date (**)  Discharge Point(s):  Long Body Start Date (**)  Discharge Point(s):  Discharge Point(s):  SECTION IV – IF THE PERMITTED SITE DISCHARGES TO A WATER BODY THE FOLLOWING INFORMATION IS REQUIRED (**)  Discharge Point(s):  SECTION V – IF THE PERMITTED SITE DISCHARGES TO A MS4 THE FOLLOWING INFORMATION IS REQUIRED (**)  Discharge Point(s):  LARTVICE  Discharge Point(s):  Lartvice  Lartvice  Discharge Point(s):  Lartvice  Lartvice  Long Tude  Lartvice  Long Tude  Lartvice  Lartvice  Long Tude  Lartvice  Lartvice  Long Tude  Lartvice  Lart	Number of individual lots in development, if applicable (✓)		100 Published to the Common Co		
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List Bulkling Contractor(s) at the time of Applications(*)  SECTION IV — IF THE PERMITTED SITE DISCHARGES TO A WATER BODY THE FOLLOWING INFORMATION IS REQUIRED (2)  Discharge Point(s):    Unmand Tributary?	Total acreage of lots intended to be developed:(✓)  Project Acres				
SECTION IV — IF THE PERMITTED SITE DISCHARGES TO A WATER BODY THE FOLLOWING INFORMATION IS REQUIRED (2)  Discharge Point(s):    Unnamed Tributary?	Anticipated Start Date:(√)		Anticipated Completion Date:(√)		
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SECTION VI — WILL THE PROJECT REQUIRE CONSTRUCTION ACTIVITIES IN A WATER BODY OR THE RIPARIAN ZONE?  Will the project require construction activities in a water body or the riparian zone?:  Yes  If Yes, describe scope of activity: (✓)  Bridge Replacement	3 Yes 4 Yes +  SECTION V IF THE PERMIT Name of MS4:	36.7683588 -87.019138 - Vick 36.7682470 -87.019265 Vick	WING INFORMATION IS REQUIRED  Discharge Point(s):(*)		
Will the project require construction activities in a water body or the riparian zone?:  Yes  Yes  Bridge Replacement	3 Yes 4 Yes +  SECTION V IF THE PERMIT  Name of MS4:  Date of application/notification	36.7683588 -87.019138 - Vick 36.7682470 -87.019265 Vick	WING INFORMATION IS REQUIRED ②  Discharge Point(s) (*)  Latitude Longitude		
Will the project require construction activities in a water body or the riparian zone?:  Yes  Yes  Bridge Replacement	3 Yes 4 Yes +  SECTION V IF THE PERMIT  Name of MS4:  Date of application/notification	36.7683588 -87.019138 - Vick 36.7682470 -87.019265 Vick	WING INFORMATION IS REQUIRED ②  Discharge Point(s) (*)  Latitude Longitude		
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(*)  If Yes, describe scope of activity; (/)  Bridge Replacement  Is a Clean Water Act 404 permit required? (*)	3 Yes 4 Yes +  SECTION V IF THE PERMIT  Name of MS4:  Date of application/notification  Date	36.7683588 -87.019138 - Vick 36.7682470 -87.019265 Vick  TTED SITE DISCHARGES TO A MS4 THE FOLLO  to the MS4 for construction site permit coverage:	WING INFORMATION IS REQUIRED 7  Discharge Point(s) (*)  Latitude   Longitude   +		
ls a Clean Water Act 404 permit required? (*)	SECTION V IF THE PERMIT Name of MS4:  Date of application/notification Date  SECTION VI WILL THE PRO	36.7683588 -87.019138 - Vick 36.7682470 -87.019265 Vick  TED SITE DISCHARGES TO A MS4 THE FOLLO  to the MS4 for construction site permit coverage:	WING INFORMATION IS REQUIRED   Discharge Point(s) (*)  Latitude   Longitude   +		
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	SECTION V IF THE PERMIT Name of MS4:  Date of application/notification  Date  SECTION VI WILL THE PRO  Will the project require construct (*)	36.7683588 -87.019138 - Vick 36.7682470 -87.019265 Vick  TTED SITE DISCHARGES TO A MS4 THE FOLLO  to the MS4 for construction site permit coverage:  DJECT REQUIRE CONSTRUCTION ACTIVITIES If	Delete  WING INFORMATION IS REQUIRED (?)  Discharge Point(s) (*)  Latitude   Longitude   +  N A WATER BODY OR THE RIPARIAN ZONE?  Yes		
	3 Yes 4 Yes + Hes  SECTION V tF THE PERMIT Name of MS4:  Date of application/notification Date  SECTION VI WILL THE PRO Will the project require constru	36.7683588 -87.019138 - Vick 36.7682470 -87.019265 Vick  TED SITE DISCHARGES TO A MS4 THE FOLLO  to the MS4 for construction site permit coverage:  DJECT REQUIRE CONSTRUCTION ACTIVITIES If ction activities in a water body or the riparian zone?	Delete  WING INFORMATION IS REQUIRED (?)  Discharge Point(s) (*)  Latitude   Longitude   +  N A WATER BODY OR THE RIPARIAN ZONE?  Yes		

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SECTION VIII. MOLDDEDADED INC.				•			
SECTION VII - NOI PREPARER INF	ORMATION						
First Name (*)	M.L.	Last Name:(*)			Company Name:(*)		
Gavin	MI	Hodges			кутс		
Malling Address:(*)		City:(*)			State (*) Zip (		Zlp (*)
900 Morgantown Road		Bowling Green		9	Kentucky	•	42101
eMail Address (*)			Business Ph	Business Phone (*)		Alternate Phone:	
gavin.hodges@ky.gov	gavin.hodges@ky.gov		27074678	2707467898		Phone	
SECTION VIII ATTACHMENTS							
Facility Location Map (*)			Upload file				
Supplemental Information:			Upload file				
SECTION IX CERTIFICATION							
I certify under penalty of law that this qualified personnel properly gather an	nd evaluate the infi ion submitted is, t	ormation submitt o the best of my	ied, Based on i knowledge and	my inquiry of the d belief, true, ac	person or persons wh	no manage the system	_
	the possibility of		######################################	mg violations.			
submitting false information, including	the possibility of		anoth for show	mg violations.	Title:(*)		
submitting false information, including	the possibility of			ing violations.	Title:(*) Environmental Co	pordinator	
submitting false information, including Signature:(*)	the possibility of		M.I.:	mg violations.		pordinator	
submitting false information, including Signature:(*) Gavin Hodges	the possibility of				Environmental Co	pordinator	
submitting false information, including Signature:(*) Gavin Hodges First Name:(*) Gavin	the possibility of	Business Pl	M.I.:	The state of the s	Environmental Co	pordinator	Signature Date:(*)
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0.5 km

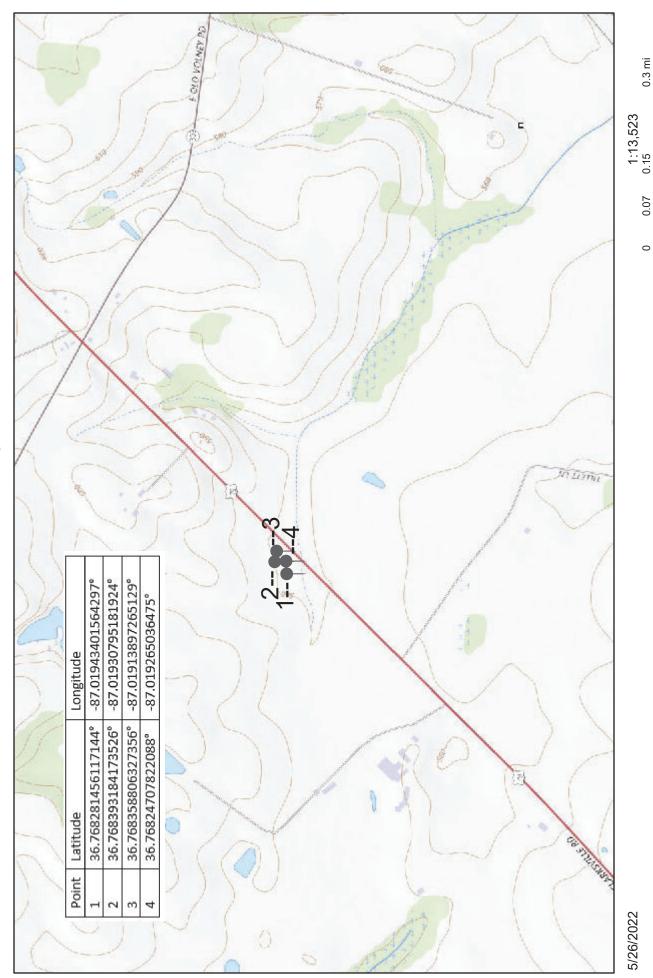
0.13

0.3 mi

0.07

USGS The National Map: National Boundaries Dataset, 3DEP Elevation Program, Geographic Names Information System, National Hydrography

# 3-80100 Discharge Points





# **Kentucky Transportation Cabinet**

**Highway District \_3\_** 

# And

(2), Co	nstruction
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# Kentucky Pollutant Discharge Elimination System Permit KYR10 Best Management Practices (BMP) plan

**Groundwater protection plan** 

For Highway Construction Activities

For

3-100.10 Logan County; US 79 Bridge Replacement; MP4.65

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

KPDES BMP Plan Page 1 of 14

# **Project information**

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

- 1. Owner Kentucky Transportation Cabinet, District \_3\_
- 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) US 79
- 6. Latitude/Longitude (project mid-point): Long: -86° 59' 45.60", Lat: 36° 47' 5.53"
- 7. County (project mid-point) Logan
- 8. Project start date (date work will begin): (2)
- 9. Projected completion date: (2)

# A. Site description:

- Nature of Construction Activity (from letting project description) Replace bridge on US 79 to widen to 4 lanes for freight movement and improve safety.
- 2. Order of major soil disturbing activities (2) and (3)
- 3. Projected volume of material to be moved NA
- 4. Estimate of total project area (acres) 1.48 acres
- 5. Estimate of area to be disturbed (acres) 1.26 acres
- 6. Post construction runoff coefficient will be included in the project drainage folder. Persons needing information pertaining to the runoff coefficient will contact the resident engineer to request this information.
- 7. Data describing existing soil condition Some of the soil horizons and slopes on the project are subject to erosion. The soil in this area is well drained and medium runoff class. & (2)
- 8. Data describing existing discharge water quality (if any) None known. & (2)
- 9. Receiving water name Whippoorwill Creek
- 10. TMDLs and Pollutants of Concern in Receiving Waters: No TMDLs were involved on this project.
- 11. Site map Project layout sheet plus the erosion control sheets in the project plans that depict Disturbed Drainage Areas (DDAs) and related information. These sheets depict the existing project conditions with areas delineated by DDA (drainage area bounded by watershed breaks and right of way limits), the storm water discharge locations (either as a point discharge or as overland flow) and the areas that drain to each discharge point. These plans define the limits of areas to be disturbed and the location of control measures. Controls will be either site specific as designated by the designer or will be annotated by the contractor and resident engineer before disturbance commences. The project layout sheet shows the surface waters and wetlands.

#### 12. Potential sources of pollutants:

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

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

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

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

- 2. Following award of the contract, the contractor and resident engineer will annotate the erosion control sheets showing location and type of BMPs for each of the DDAs that will be disturbed at the outset of the project. This annotation will be accompanied by an order of work that reflects the order or sequence of major soil moving activities. The remaining DDAs are to be designated as "Do Not Disturb" until the contractor and resident engineer prepare the plan for BMPs to be employed. The initial 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.

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

KPDES BMP Plan Page 5 of 14

- ➤ 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.
  - 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: None

#### 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.

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#### 4. Spill Prevention

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

# Good Housekeeping:

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

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

#### Hazardous Products:

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

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

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

#### Petroleum Products:

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

The contractor shall prepare an Oil Pollution Spill Prevention Control and Countermeasure plan when the project that involves the storage of petroleum products in 55 gallon or larger containers with a total combined storage capacity of 1,320 gallons. This is a requirement of 40 CFR 112.

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

#### > Fertilizers:

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

#### > Paints:

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

#### Concrete Truck Washout:

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

#### > Spill Control Practices

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

- Manufacturers' recommended methods for spill cleanup will be clearly posted. All personnel will be made aware of procedures and the location of the information and cleanup supplies.
- Materials and equipment necessary for spill cleanup will be kept in the material storage area. Equipment and materials will include as appropriate, brooms, dust pans, mops, rags, gloves, oil absorbents, sand, sawdust, and plastic and metal trash containers.
- All spills will be cleaned up immediately after discovery.
- The spill area will be kept well ventilated and personnel will wear appropriate protective clothing to prevent injury from contract with a hazardous substance.
- Spills of toxic or hazardous material will be reported to the appropriate state/local agency as required by KRS 224 and applicable federal law.
- The spill prevention plan will be adjusted as needed to prevent spills from reoccurring and improve spill response and cleanup.
- Spills of products will be cleaned up promptly. Wastes from spill clean up will be disposed in accordance with appropriate regulations.

#### D. Other State and Local Plans

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

# E. Maintenance

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

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water BMPs. The project manager shall identify any BMPs that will be for the purpose of post construction storm water management with specific guidance for any non-routine maintenance.

# F. Inspections

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.

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# **G. Non – Storm Water discharges**

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

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

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applied to roads or parking lots);

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

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

\_\_\_\_\_ 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.)

Contractor and Resident Engineer Plan certification

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

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

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or

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persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. Further, this plan complies with the requirements of 401 KAR 5:037. By this certification, the undersigned state that the individuals signing the plan have reviewed the terms of the plan and will implement its provisions as they pertain to ground water protection.

(2) Resident Engine	er signature		
Signed Typed or	title printed name²	,signature	
(3) Signed	title_	,	
Typed or pr	inted name <sup>1</sup>	signature	

- 1. Contractors Note: to be signed by a person who is the owner, a responsible corporate officer, a general partner or the proprietor or a person designated to have the authority to sign reports by such a person in accordance with 401 KAR 5:060 Section 9. This delegation shall be in writing to: Manager, Surface Water Permits Branch, Division of Water, 300 Sower Boulevard, 3<sup>rd</sup> Floor, Frankfort, Kentucky 40601. Reference the Project Control Number (PCN) and KPDES number when one has been issued.
- 2. KyTC note: to be signed by the Chief District Engineer or a person designated to have the authority to sign reports by such a person (usually the resident engineer) in accordance with 401 KAR 5:060 Section 9. This delegation shall be in writing to: Manager, Surface Water Permits Branch, Division of Water, 300 Sower Boulevard, 3<sup>rd</sup> Floor, Frankfort, Kentucky 40601. Reference the Project Control Number (PCN) and KPDES number when one has been issued.

# **Sub-Contractor Certification**

Resident Engineer and Contractor Certification:

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

Subcontractor

Name: Address:

KPDES BMP Plan Page 13 of 14

	Address:	
	Phone:	
The pa	rt of BMP plan this subcontractor is responsible to impler	nent is:
Kentuc dischar dischar	y under penalty of law that I understand the terms and ky Pollutant Discharge Elimination System permit that au- rges, the BMP plan that has been developed to manage rged as a result of storm events associated with the con ement of non-storm water pollutant sources identified as	uthorizes the storm water the quality of water to be astruction site activity and
Signed		signature

1. Sub Contractor Note: to be signed by a person who is the owner, a responsible corporate officer, a general partner or the proprietor or a person designated to have the authority to sign reports by such a person in accordance with 401 KAR 5:060 Section 9. This delegation shall be in writing to: Manager, Surface Water Permits Branch, Division of Water, 300 Sower Boulevard, 3<sup>rd</sup> Floor, Frankfort, Kentucky 40601. Reference the Project Control Number (PCN) and KPDES number when one has been issued.

# SPECIAL NOTE

# Filing of eNOI for KPDES Construction Stormwater Permit

County: Logan Route: US 79

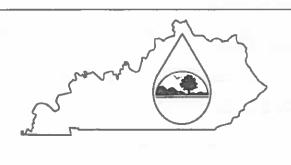
Item No.: 3-10010.00 KDOW Submittal ID: 294117

Project Description: Replace bridge on US 79 at MP 4.65

A Notice of Intent for obtaining coverage under the Kentucky Pollutant Discharge Elimination System (KPDES) General Permit for Stormwater Discharges Associated with Construction Activities (KYR10) has been drafted, copy of which is attached. Upon award, the Contractor will be identified in Section III of the form as the "Building Contractor" and it will be submitted for approval to the Kentucky Division of Water. The Contractor shall be responsible for advancing the work in a manner that is compliant with all applicable and appropriate KYTC specifications for sediment and erosion control as well as meeting the requirements of the KYR10 permit and the KDOW.

If there are any questions regarding this note, please contact David Waldner, Director, Division of Environmental Analysis, TCOB, 200 Mero Street, Frankfort, KY 40622, Phone: (502) 564-7250.

Contract ID: 221341 Page 150 of 266



# KENTUCKY POLLUTION DISCHARGE

# **ELIMINATION SYSTEM (KPDES)**

Notice of Intent (NOI) for coverage of Storm Water Discharge Associated with Construction Activities Under the KPDES Storm Water General Permit KYR100000

Click here for Instructions (Controls/KPDES\_FormKYR10\_Instructions.htm)

Click here to obtain information and a copy of the KPDES General Permit. (http://dep.ky.gov/formslibrary/Documents/KYR10PermitPage.pdf)

(\*) Indicates a required field; ( $\checkmark$ ) indicates a field may be required based on user input or is an optionally required field

Reason for Submittal:(*)	Agency Inte	Agency Interest ID:			Permit Number:(√)		
Application for New Permit Coverage	→ Agency Interest ID				KPDES Permit Number		
f change to existing permit coverage is requested, des	cribe the change	s for which mod	ification of cove	rage is being	sought:(√)		
ELIGIBILITY: Stormwater discharges associated with construction acconstruction acconstruction activities that cumulatively equal one (1) a	_		(1) acre or mo	re, including, i	n the case of a	common plan (	of development, contiguou
EXCLUSIONS:  The following are excluded from coverage under this griph following are excluded from coverage under this griph for the following are excluded from coverage under this griph for the following are sent from the following from the from the following from the from the following from the from the following from the from the following from the following from the following from the from the following f	d an individual KF ) plan; al permit would be	etter address th	e discharges fro	om that operati	ion;		
SECTION I FACILITY OPERATOR INFORMATION (	PERMITTEE)					V	
Company Name:(✓)  Kentucky Transportation Cabinet District 3			√)		M.L.:	Last Name:	<b>√</b> )
Mailing Address:(*)	City:(*)	·		State:(*)	\		Zip:(*)
900 Morgantown Road	Bowling G	Green		Kentucky		~	42101
eMail Address:(*) gavin.hodges@ky.gov			Business Phone:(*) 2707467898			Alternate Phone:	
SECTION II GENERAL SITE LOCATION INFORMA	TION					Security and artists of	
Project Name:(*)			Status of Ow	ner/Operator(	*)	SIC Code(*)	
3-10010 US 79 Bridge Replacement	d vallet van de kerker fill valle vale vir vale vide verde verde kerker verde liede van de kerker verde liede De van verde verde de verde verde verde van de verde verd		State Gov		•		nway and Street Const
Company Name:(√)		First Name:(	e:(√) M.I.:		M.I.:	Last Name:(√)	
KYTC D3		Gavin	B		В	Hodges	
Site Physical Address:(*)							kaladah-jaga - Sadoronado sanadassanora sanadas dosar-doradassanadas debidad ababe St- A
US 79 MP. 4.65							
Dity:(*)			State:(*)			Zip:(*)	
Russellville			Kentucky		~	42276	
County:(*)  Latitude(decimal degrees (https://www.fcc.gov/med			as)(*)DMS to DD Converter dia/radio/dms-decimal)			Longitude(decimal degrees)(*) -86.995964	
PERTINAL IN APPROPRIATE AND AP	36.78791	6			in the first of the section of	- And Annales I would be seen to be	
SECTION III - SPECIFIC SITE ACTIVITY INFORMAT	ION (3)						
Project Description:(*) 3-10010 US 79 Bridge Replacement							

Contract ID: 221341 Page 151 of 266

Total Number of Acres in Project:(√)	Total Number of Acres Disturbed (√)		
1.48	1.26		
Anticipated Start Date:(√)	Anticipated Completion Date:(√)		
b. For common plans of development provide the following information	G. D. Carrier		
Total Number of Acres in Project:(√)	Total Number of Acres Disturbed:(√)		
#Acre(s)	# Acre(s)		
Number of individual lots in development, if applicable:(√)	Number of lots in development:(√)		
# lot(s)	# lot(s)		
Total acreage of lots intended to be developed ⟨√⟩	Number of acres intended to be disturbed at any one time:(√)		
Project Acres	Disturbed Acres		
Anticlpated Start Date:(√)	Anticipated Completion Date:(√)		
List Building Contractor(s) at the time of Application:(*)			
*			
SECTION IV IF THE PERMITTED SITE DISCHARGES TO A WATER BODY THE I	SOLLOWING INFORMATION IS DECLIDED (A)		
Discharge Point(s):	OLLOWING INFORMATION IS REQUIRED (5)		
1 No 36,7850643 -86,995792 Whippo 2 No 36,7849912 -86,995894 Whippo 3 No 36,789246 -86,996061 Whippo	ng Water Name rwill Creek Delete		
SECTION V IF THE PERMITTED SITE DISCHARGES TO A MS4 THE FOLLOWIN	G INFORMATION IS REQUIRED ②		
Name of MS4:			
Date of application/notification to the MS4 for construction site permit coverage:  Date	Discharge Point(s) (*)    Latitude   Longitude   +		
SECTION VI WILL THE PROJECT REQUIRE CONSTRUCTION ACTIVITIES IN A	WATER BODY OR THE RIPARIAN ZONE?		
Will the project require construction activities in a water body or the riparian zone?:			
(*)	Yes		
If Yes, describe scope of activity: (✓)	Bridge Replacement		
Is a Clean Water Act 404 permit required?:(*)	Yes		

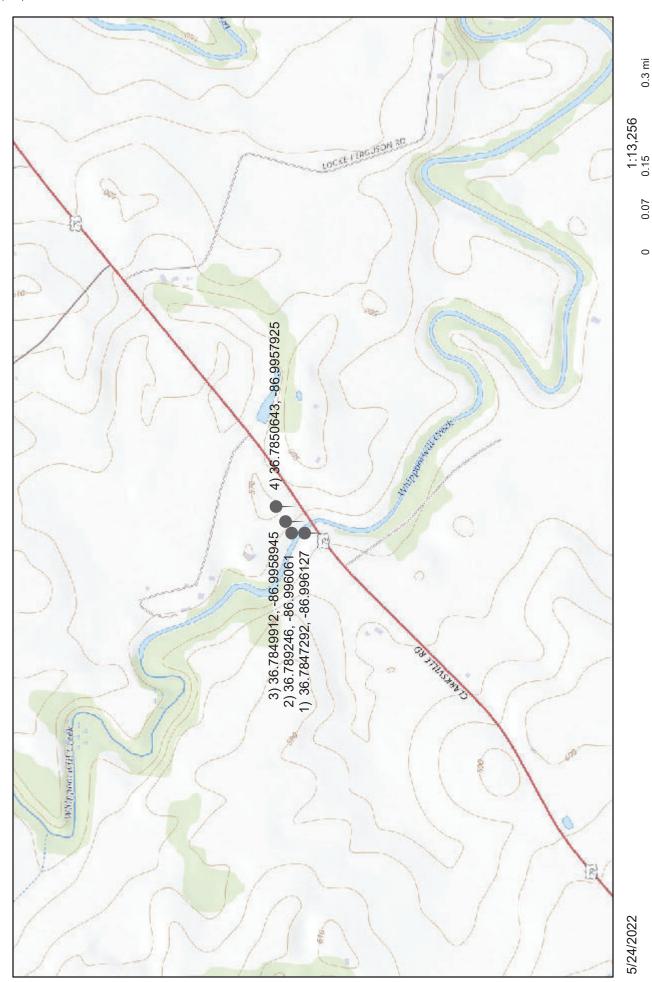
Is a Clean Water Act 401 Water Q	tuality Certification re	equired?:(*)		Yes					
SECTION VII NOI PREPARER	INFORMATION								
First Name:(*)	M.I.:	Last Name:	(*)		Company Name:(*)				
Gavin	MI	Hodges	Hodges		Kentucky Transportation Cabinet District 3				
Mailing Address:(*)		City:(*)		State (*)		Zip:(*)			
900 Morgantown Road		Bowling G	Bowling Green		Kentucky		42141		
eMail Address:(*)		Business F		Business Pt	hone (*) Alternate		Phone:		
gavin.hodges@ky.gov				27074678	98	Phone			
SECTION VIII – ATTACHMENTS	***								
Facility Location Map:(*)				Upload file					
Supplemental Information:				Upload file	Uptoad file				
SECTION IX CERTIFICATION									
I certify under penalty of law that t qualified personnel properly gathe responsible for gathering the infor submitting false information, include	er and evaluate the in mation submitted is,	formation submit to the best of my	ted. Based or knowledge a	n my inquiry of the nd belief, true, ac	e person or persons who ma	anage the system	, or those persons directly		
Signature:(*)				Title (*)					
Gavin Hodges					Environmental Coordin	ator			
First Name:(*)			M.L.		Last Name:(*)				
Gavin			Hodges						
eMail Address:(*)		Business Phone (*)			Alternate Phone:		Signature Date:(*)		
gavin.hodges@ky.gov		2707467898			Phone		Date		
Click to Save Values for Future	re Retrieval Click	to Submit to EEC							
		North Contract							

0.5 km

0.3 mi

0.07

3-10010 Discharge Points



USGS The National Map: National Boundaries Dataset, 3DEP Elevation Program, Geographic Names Information System, National Hydrography



# **Kentucky Transportation Cabinet**

**Highway District \_3\_** 

# And

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

**Groundwater protection plan** 

For Highway Construction Activities

For

3-80102; Todd County; Replace and widen bridge at MP 7.613

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

KPDES BMP Plan Page 1 of 14

# **Project information**

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

- 1. Owner Kentucky Transportation Cabinet, District \_3\_
- 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) US 79
- 6. Latitude/Longitude (project mid-point): 36.712578° / -87.099244°
- 7. County (project mid-point) Todd County
- 8. Project start date (date work will begin): (2)
- 9. Projected completion date: (2)

# A. Site description:

- 1. Nature of Construction Activity (from letting project description) Replace and widen the bridge on US 79 at MP 7.613
- 2. Order of major soil disturbing activities (2) and (3)
- 3. Projected volume of material to be moved 3557 cu yd
- 4. Estimate of total project area (acres) 2.465 acres
- 5. Estimate of area to be disturbed (acres) 2.465 acres
- Post construction runoff coefficient will be included in the project drainage folder. Persons needing information pertaining to the runoff coefficient will contact the resident engineer to request this information.
- 7. Data describing existing soil condition Some of the soil horizons and slopes on the project are subject to erosion. The soil in this area is well drained and medium runoff class. & (2)
- 8. Data describing existing discharge water quality (if any) None known. & (2)
- 9. Receiving water name Elk Fork Creek
- 10.TMDLs and Pollutants of Concern in Receiving Waters: No TMDLs were involved on this project.
- 11. Site map Project layout sheet plus the erosion control sheets in the project plans that depict Disturbed Drainage Areas (DDAs) and related information. These sheets depict the existing project conditions with areas delineated by DDA (drainage area bounded by watershed breaks and right of way limits), the storm water discharge locations (either as a point discharge or as overland flow) and the areas that drain to each discharge point. These plans define the limits of areas to be disturbed and the location of control measures. Controls will be either site specific as designated by the designer or will be annotated by the contractor and resident engineer before disturbance commences. The project layout sheet shows the surface waters and wetlands.

# 12. Potential sources of pollutants:

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

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

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

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

- 2. Following award of the contract, the contractor and resident engineer will annotate the erosion control sheets showing location and type of BMPs for each of the DDAs that will be disturbed at the outset of the project. This annotation will be accompanied by an order of work that reflects the order or sequence of major soil moving activities. The remaining DDAs are to be designated as "Do Not Disturb" until the contractor and resident engineer prepare the plan for BMPs to be employed. The initial 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.

KPDES BMP Plan Page 4 of 14

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

KPDES BMP Plan Page 5 of 14

- ➤ 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.
  - 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: None

# C. Other Control Measures

 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.

KPDES BMP Plan Page 6 of 14

# 4. Spill Prevention

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

# Good Housekeeping:

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

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

#### Hazardous Products:

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

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

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

#### > Petroleum Products:

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

The contractor shall prepare an Oil Pollution Spill Prevention Control and Countermeasure plan when the project that involves the storage of petroleum products in 55 gallon or larger containers with a total combined storage capacity of 1,320 gallons. This is a requirement of 40 CFR 112.

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

#### > Fertilizers:

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

#### > Paints:

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

#### Concrete Truck Washout:

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

### > Spill Control Practices

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

- Manufacturers' recommended methods for spill cleanup will be clearly posted. All personnel will be made aware of procedures and the location of the information and cleanup supplies.
- Materials and equipment necessary for spill cleanup will be kept in the material storage area. Equipment and materials will include as appropriate, brooms, dust pans, mops, rags, gloves, oil absorbents, sand, sawdust, and plastic and metal trash containers.
- All spills will be cleaned up immediately after discovery.
- The spill area will be kept well ventilated and personnel will wear appropriate protective clothing to prevent injury from contract with a hazardous substance.
- Spills of toxic or hazardous material will be reported to the appropriate state/local agency as required by KRS 224 and applicable federal law.
- The spill prevention plan will be adjusted as needed to prevent spills from reoccurring and improve spill response and cleanup.
- Spills of products will be cleaned up promptly. Wastes from spill clean up will be disposed in accordance with appropriate regulations.

# D. Other State and Local Plans

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

# E. Maintenance

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

KPDES BMP Plan Page 9 of 14

water BMPs. The project manager shall identify any BMPs that will be for the purpose of post construction storm water management with specific guidance for any non-routine maintenance.

# F. Inspections

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.

KPDES BMP Plan Page 10 of 14

# G. Non – Storm Water discharges

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

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

KPDES BMP Plan Page 11 of 14

applied to roads or parking lots);

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

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

\_\_\_\_\_ 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.)

Contractor and Resident Engineer Plan certification

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

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

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or

KPDES BMP Plan Page 12 of 14

persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. Further, this plan complies with the requirements of 401 KAR 5:037. By this certification, the undersigned state that the individuals signing the plan have reviewed the terms of the plan and will implement its provisions as they pertain to ground water protection.

(2) Resident Engin	eer signature		
Signed Typed or	title printed name²	signature	
(3) Signed	title rinted name¹	,signature	

- 1. Contractors Note: to be signed by a person who is the owner, a responsible corporate officer, a general partner or the proprietor or a person designated to have the authority to sign reports by such a person in accordance with 401 KAR 5:060 Section 9. This delegation shall be in writing to: Manager, Surface Water Permits Branch, Division of Water, 300 Sower Boulevard, 3<sup>rd</sup> Floor, Frankfort, Kentucky 40601. Reference the Project Control Number (PCN) and KPDES number when one has been issued.
- 2. KyTC note: to be signed by the Chief District Engineer or a person designated to have the authority to sign reports by such a person (usually the resident engineer) in accordance with 401 KAR 5:060 Section 9. This delegation shall be in writing to: Manager, Surface Water Permits Branch, Division of Water, 300 Sower Boulevard, 3<sup>rd</sup> Floor, Frankfort, Kentucky 40601. Reference the Project Control Number (PCN) and KPDES number when one has been issued.

# **Sub-Contractor Certification**

Resident Engineer and Contractor Certification:

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

Subcontractor

Name: Address:

KPDES BMP Plan Page 13 of 14

	Address:	
	Phone:	
The pa	rt of BMP plan this subcontractor is responsible to impler	nent is:
Kentud dischar	y under penalty of law that I understand the terms and ky Pollutant Discharge Elimination System permit that au- rges, the BMP plan that has been developed to manage rged as a result of storm events associated with the con ement of non-storm water pollutant sources identified as	uthorizes the storm water the quality of water to be struction site activity and
Signed	title, Typed or printed name <sup>1</sup>	signature

1. Sub Contractor Note: to be signed by a person who is the owner, a responsible corporate officer, a general partner or the proprietor or a person designated to have the authority to sign reports by such a person in accordance with 401 KAR 5:060 Section 9. This delegation shall be in writing to: Manager, Surface Water Permits Branch, Division of Water, 300 Sower Boulevard, 3<sup>rd</sup> Floor, Frankfort, Kentucky 40601. Reference the Project Control Number (PCN) and KPDES number when one has been issued.

# SPECIAL NOTE

# Filing of eNOI for KPDES Construction Stormwater Permit

County: Todd Route: US 79

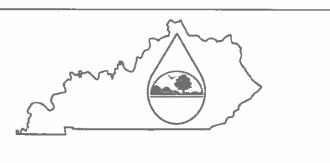
Item No.: 3-80102.00 KDOW Submittal ID: 298395

Project Description: Replace bridge on US 79 at MP 7.613

A Notice of Intent for obtaining coverage under the Kentucky Pollutant Discharge Elimination System (KPDES) General Permit for Stormwater Discharges Associated with Construction Activities (KYR10) has been drafted, copy of which is attached. Upon award, the Contractor will be identified in Section III of the form as the "Building Contractor" and it will be submitted for approval to the Kentucky Division of Water. The Contractor shall be responsible for advancing the work in a manner that is compliant with all applicable and appropriate KYTC specifications for sediment and erosion control as well as meeting the requirements of the KYR10 permit and the KDOW.

If there are any questions regarding this note, please contact David Waldner, Director, Division of Environmental Analysis, TCOB, 200 Mero Street, Frankfort, KY 40622, Phone: (502) 564-7250.

Contract ID: 221341 Page 169 of 266



# KENTUCKY POLLUTION DISCHARGE

# **ELIMINATION SYSTEM (KPDES)**

Notice of Intent (NOI) for coverage of Storm Water Discharge Associated with Construction Activities Under the KPDES Storm Water General Permit KYR100000

Click here for Instructions (Controls/KPDES\_FormKYR10\_Instructions.htm)

Click here to obtain information and a copy of the KPDES General Permit, (http://dep.ky.gov/formslibrary/Documents/KYR10PermitPage.pdf)

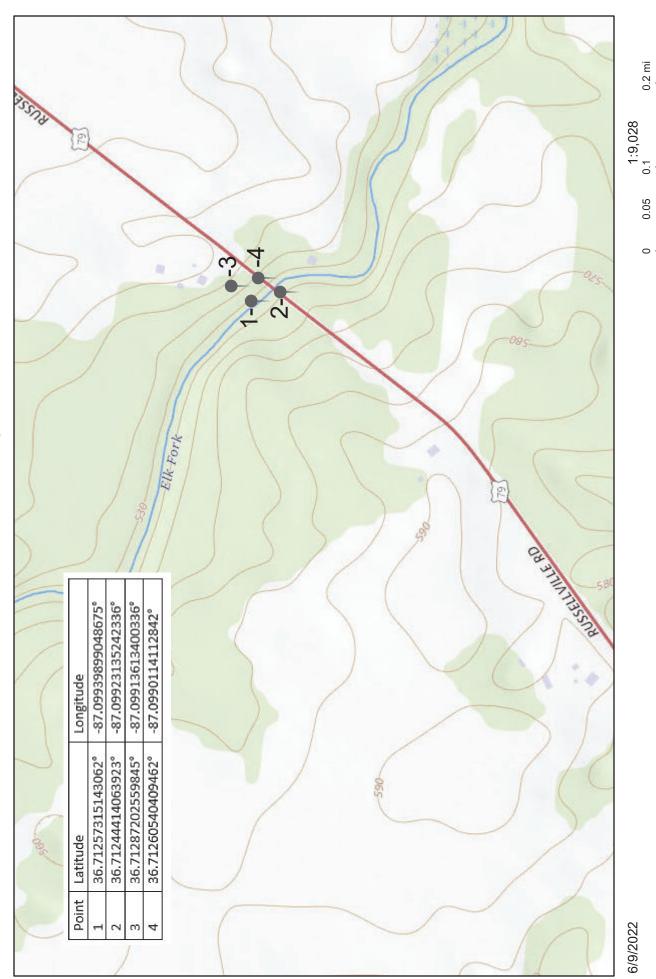
(\*) Indicates a required field; (</) Indicates a field may be required based on user input or is an optionally required field

Reason for Submittal:(*)	Agency Inter	rest ID:			Permit Num	her:(./\	
Application for New Permit Coverage	Agency Int			KPDES Permit Number			
If change to existing permit coverage is requested, descri	be the changes	for which mod	diffication of cover	erage is being s	ought:(✓)	(1711)	
ELIGIBILITY: Stormwater discharges associated with construction activities that cumulatively equal one (1) acres			e (1) acre or mo	ore, including, in	n the case of a	common plan o	of development, contiguous
EXCLUSIONS: The following are excluded from coverage under this generally are conducted at or on properties that have obtained a implementation of a Best Management Practices (BMP) p. 2) Any operation that the DOW determines an individual p. 3) Any project that discharges to an Impaired Water listed developed.	n Individual KP lan; ermit would be	etter address th	e discharges fr	om that operation	on,		
SECTION I FACILITY OPERATOR INFORMATION (PE	RMITTEE)						
Company Name:(√)	-14. TV	First Name	(V)		M.I.;	Last Name:(	V)
Kentucky Transportation Cabinet District 3		Gavin			ME	Hodges	
Mailing Address (*) 900 Morgantown Road	City (*)  Bowling G	reen		State:(*) Kentucky		~	Zip (*) 42101
eMail Address.(*) gavin.hodges@ky.gov			Business Phone:(*) 2707467898		Atternate Phone:		
SECTION II – GENERAL SITE LOCATION INFORMATIO	N						
Project Name:(*) 3-80102.00 US 79 MP 7.613			Status of Ow State Gov	ner/Operator(* remment	) <b>~</b>	SIC Code(*) 1611 High	way and Street Const 👻
Company Name (√)  KYTC D3		First Name (	M.L.:		Last Name (√) Hodges		
Site Physical Address (*) US 79 MP 7.613							
City:(*) Guthrie			State (*)  Kentucky			Zip:(*) 42234	
County:(*)  Todd  Latitude(decimal degrees (https://www.fcc.gov/medians/s6.712587)		.fcc.gov/media	nedia/radio/dme-decimal)		Longitude(d -87,0992	decimal degrees)(*) 23	
SECTION III - SPECIFIC SITE ACTIVITY INFORMATION	N [?]						
Project Description: (*)  Replace and Widen bridge on US 79 at MP 7.613			2.0000000000000000000000000000000000000				
a. For single projects provide the following information	-		1				

	Kentucky EEC eForms	Page 1
Total Number of Acres in Project(√)  2.465	Total Number of Acres Disturbed:(\(\sigma\)  2.465	
Anticipated Start Date:(√)	Anticipated Completion Date:(√)	
b. For common plans of development provide the following information		
Total Number of Acres in Project:(√)	Total Number of Acres Disturbed:(√)	<del></del>
# Acre(s)	# Acre(s)	
Number of individual lots in development, if applicable (√)	Number of lots in development:(√)	
# lot(s)	# lot(s)	
Total acreage of lots intended to be developed (//)	Number of acres intended to be disturbed at any one time (√)	
Project Acres	Disturbed Acres	
Anticipated Start Date (✓)	Anticipated Completion Date:(√)	
		was
List Building Contractor(s) at the time of Application (*)		
Company Name + Kytc		
	*	
The second secon	The state of the s	
SECTION IV IF THE PERMITTED SITE DISCHARGES TO A WATER BOD	NATURE FOLLOWING INFORMATION IS DECURED TO	
	THE FOLLOWING INFORMATION IS REQUIRED (2)	
Discharge Point(s):		
Unnamed Tributary? Latitude Longitude	Receiving Water Name	
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1 No 36.7125731 -87.099939 2 No 36.712444 -87.099231	Elk Creek Delete	
	Elk Creek Delete	
2 No 36.712444 -87.099231	Elk Creek Delete Elk Creek Delete	
2 No 36.712444 -87.099231 3 No 36.712872 -87.099135 4 No 36.712605 -87.099011 5	Elk Creek Delete Elk Creek Delete Elk Creek Delete	
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11 (011) Is a Clean Water Act 401 Water Quality Certification required?:(*)		uired?:(*)		Yes			
				163			
SECTION VII – NOI PREPARE	R INFORMATION						
First Name:(*)	M.I.:	Last Name:	(*)		Company Name (*	)	
Gavin	MI	Hodges			KYTC D3		
Mailing Address:(*)		City:(*)		State (*)			Zip:(*)
900 Morgantown Road		Bowling Green			Kentucky		42101
eMail Address:(*)				Business Ph	one:(*)	Alternate Pl	none:
gavin.hodges@ky.gov				27074678	98	Phone	and the second s
SECTION VIII – ATTACHMEN	TS						
Facility Location Map:(*)				Uptoad file	<u> </u>		
Supplemental Information:				Uptoad file			
					-		
SECTION IX CERTIFICATIO					W		
I certify under penalty of law th qualified personnel properly ga				-			_
responsible for gathering the in	nformation submitted is, to	the best of my	knowledge ar	nd belief, true, acc			
submitting false information, in	cluding the possibility of fi	ne and imprisor	ment for know	wing violations.			
Signature:(*)				Title:(*)			
					Environmental C	oordinator	
Gavin Hodges			M.J.;	Last Name:(*)			
First Name:(*)	Gavin				Hodges		
First Name:(*)		Business Phone:(*)			Alternate Phone:		Signature Date (*)
First Name:(*)		Business Pt	none:(")				Date
First Name:(*) Gavin		Business Pt 27074678			Phone		Date
First Name:(*) Gavin eMail Address:(*)					Phone		uate

# 3-80102.00 Discharge Points



USGS The National Map: National Boundaries Dataset, 3DEP Elevation Program, Geographic Names Information System, National Hydrography

0.3 km

0.15

0.07



# **Kentucky Transportation Cabinet**

**Highway District \_3\_** 

# And

(2),	Construction
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# Kentucky Pollutant Discharge Elimination System Permit KYR10 Best Management Practices (BMP) plan

**Groundwater protection plan** 

For Highway Construction Activities

For

3-80001.20 Todd County; Bridge Replacement over CSX Railroad; MP 1.6-2.5

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

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# **Project information**

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

- 1. Owner Kentucky Transportation Cabinet, District \_3\_
- 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) US 79
- 6. Latitude/Longitude (project mid-point): Lat: 36° 39' 28" Long: -87° 10' 30"
- 7. County (project mid-point) Todd
- 8. Project start date (date work will begin): (2)
- 9. Projected completion date: (2)

# A. Site description:

- Nature of Construction Activity (from letting project description) Replace and widen the bridge over CSX Railroad and realign the KY 346 intersection.
- 2. Order of major soil disturbing activities (2) and (3)
- 3. Projected volume of material to be moved 94,660 cuyds
- 4. Estimate of total project area (acres) 30.00 acres
- 5. Estimate of area to be disturbed (acres) 27.26 acres
- 6. Post construction runoff coefficient will be included in the project drainage folder. Persons needing information pertaining to the runoff coefficient will contact the resident engineer to request this information.
- 7. Data describing existing soil condition Some of the soil horizons and slopes on the project are subject to erosion. The soil in this area is well drained and medium runoff class. & (2)
- 8. Data describing existing discharge water quality (if any) None known. & (2)
- 9. Receiving water name Spring Creek
- 10. TMDLs and Pollutants of Concern in Receiving Waters: No TMDLs were involved on this project.
- 11. Site map Project layout sheet plus the erosion control sheets in the project plans that depict Disturbed Drainage Areas (DDAs) and related information. These sheets depict the existing project conditions with areas delineated by DDA (drainage area bounded by watershed breaks and right of way limits), the storm water discharge locations (either as a point discharge or as overland flow) and the areas that drain to each discharge point. These plans define the limits of areas to be disturbed and the location of control measures. Controls will be either site specific as designated by the designer or will be annotated by the contractor and resident engineer before disturbance commences. The project layout sheet shows the surface waters and wetlands.

# 12. Potential sources of pollutants:

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

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

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

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

- 2. Following award of the contract, the contractor and resident engineer will annotate the erosion control sheets showing location and type of BMPs for each of the DDAs that will be disturbed at the outset of the project. This annotation will be accompanied by an order of work that reflects the order or sequence of major soil moving activities. The remaining DDAs are to be designated as "Do Not Disturb" until the contractor and resident engineer prepare the plan for BMPs to be employed. The initial 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.

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

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- ➤ 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.
  - 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: None

# C. Other Control Measures

 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.

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# 4. Spill Prevention

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

# Good Housekeeping:

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

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

#### Hazardous Products:

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

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

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

#### Petroleum Products:

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

The contractor shall prepare an Oil Pollution Spill Prevention Control and Countermeasure plan when the project that involves the storage of petroleum products in 55 gallon or larger containers with a total combined storage capacity of 1,320 gallons. This is a requirement of 40 CFR 112.

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

#### > Fertilizers:

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

#### > Paints:

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

#### Concrete Truck Washout:

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

### > Spill Control Practices

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

- Manufacturers' recommended methods for spill cleanup will be clearly posted. All personnel will be made aware of procedures and the location of the information and cleanup supplies.
- Materials and equipment necessary for spill cleanup will be kept in the material storage area. Equipment and materials will include as appropriate, brooms, dust pans, mops, rags, gloves, oil absorbents, sand, sawdust, and plastic and metal trash containers.
- All spills will be cleaned up immediately after discovery.
- The spill area will be kept well ventilated and personnel will wear appropriate protective clothing to prevent injury from contract with a hazardous substance.
- Spills of toxic or hazardous material will be reported to the appropriate state/local agency as required by KRS 224 and applicable federal law.
- The spill prevention plan will be adjusted as needed to prevent spills from reoccurring and improve spill response and cleanup.
- Spills of products will be cleaned up promptly. Wastes from spill clean up will be disposed in accordance with appropriate regulations.

#### D. Other State and Local Plans

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

## E. Maintenance

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

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water BMPs. The project manager shall identify any BMPs that will be for the purpose of post construction storm water management with specific guidance for any non-routine maintenance.

# F. Inspections

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.

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# **G. Non – Storm Water discharges**

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

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

KPDES BMP Plan Page 11 of 14

applied to roads or parking lots);

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

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

\_\_\_\_\_ 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.)

Contractor and Resident Engineer Plan certification

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

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

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or

KPDES BMP Plan Page 12 of 14

persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. Further, this plan complies with the requirements of 401 KAR 5:037. By this certification, the undersigned state that the individuals signing the plan have reviewed the terms of the plan and will implement its provisions as they pertain to ground water protection.

(2) Resident Engine	er signature		
Signed Typed or p	title printed name²	,signature	
(3) Signed	title	,	
Typed or pri	nted name <sup>1</sup>	signature	

- 1. Contractors Note: to be signed by a person who is the owner, a responsible corporate officer, a general partner or the proprietor or a person designated to have the authority to sign reports by such a person in accordance with 401 KAR 5:060 Section 9. This delegation shall be in writing to: Manager, Surface Water Permits Branch, Division of Water, 300 Sower Boulevard, 3<sup>rd</sup> Floor, Frankfort, Kentucky 40601. Reference the Project Control Number (PCN) and KPDES number when one has been issued.
- 2. KyTC note: to be signed by the Chief District Engineer or a person designated to have the authority to sign reports by such a person (usually the resident engineer) in accordance with 401 KAR 5:060 Section 9. This delegation shall be in writing to: Manager, Surface Water Permits Branch, Division of Water, 300 Sower Boulevard, 3<sup>rd</sup> Floor, Frankfort, Kentucky 40601. Reference the Project Control Number (PCN) and KPDES number when one has been issued.

## **Sub-Contractor Certification**

Resident Engineer and Contractor Certification:

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

Subcontractor

Name: Address:

KPDES BMP Plan Page 13 of 14

	Address:	
	Phone:	
The pa	art of BMP plan this subcontractor i	responsible to implement is:
Kentud dischar	cky Pollutant Discharge Elimination rges, the BMP plan that has been rged as a result of storm events a	rstand the terms and conditions of the general System permit that authorizes the storm water developed to manage the quality of water to be associated with the construction site activity and a sources identified as part of this certification.
Signed		
	Typed or printed name <sup>1</sup>	signature

1. Sub Contractor Note: to be signed by a person who is the owner, a responsible corporate officer, a general partner or the proprietor or a person designated to have the authority to sign reports by such a person in accordance with 401 KAR 5:060 Section 9. This delegation shall be in writing to: Manager, Surface Water Permits Branch, Division of Water, 300 Sower Boulevard, 3<sup>rd</sup> Floor, Frankfort, Kentucky 40601. Reference the Project Control Number (PCN) and KPDES number when one has been issued.

# Filing of eNOI for KPDES Construction Stormwater Permit

County: Todd Route: US 79

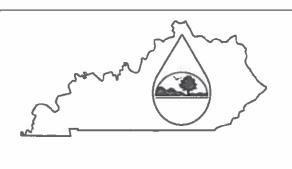
Item No.: 3-80001.20 KDOW Submittal ID: 294790

Project Description: Replace bridge on US 79 over CSX Raiload

A Notice of Intent for obtaining coverage under the Kentucky Pollutant Discharge Elimination System (KPDES) General Permit for Stormwater Discharges Associated with Construction Activities (KYR10) has been drafted, copy of which is attached. Upon award, the Contractor will be identified in Section III of the form as the "Building Contractor" and it will be submitted for approval to the Kentucky Division of Water. The Contractor shall be responsible for advancing the work in a manner that is compliant with all applicable and appropriate KYTC specifications for sediment and erosion control as well as meeting the requirements of the KYR10 permit and the KDOW.

If there are any questions regarding this note, please contact David Waldner, Director, Division of Environmental Analysis, TCOB, 200 Mero Street, Frankfort, KY 40622, Phone: (502) 564-7250.

Contract ID: 221341 Page 188 of 266



#### KENTUCKY POLLUTION DISCHARGE

#### **ELIMINATION SYSTEM (KPDES)**

Notice of Intent (NOI) for coverage of Storm Water Discharge Associated with Construction Activities Under the KPDES Storm Water General Permit KYR100000

Click here for Instructions (Controls/KPDES\_FormKYR10\_Instructions.htm)

Click here to obtain information and a copy of the KPDES General Permit. (http://dep.ky.gov/formslibrary/Documents/KYR10Permit/Page.pdf)

(\*) indicates a required field; (</) indicates a field may be required based on user input or is an optionally required field

Reason for Submittal:(*)	Agency Inte	rest ID:			Permit Num	ber:(√)	
Application for New Permit Coverage	Agency In	iterest ID			KPDES P	ermit Number	
If change to existing permit coverage is requested, descri	be the change:	s for which mod	ification of cov	erage is being	sought:(√)		
ELIGIBILITY: Stormwater discharges associated with construction activities that cumulatively equal one (1) acre	_	330 400	(1) acre or m	ore, including, i	in the case of a	common plan o	of development, contiguous
EXCLUSIONS: The following are excluded from coverage under this general part of the following are excluded from coverage under this general part of the following are excluded from coverage under this general part of the following that the power determines an individual part of the following part of the foll	n individual KF blan; bermit would be	etter address the	e discharges fr	om that operat	ion;	700	
SECTION I FACILITY OPERATOR INFORMATION (PE	RMITTEE)						
Company Name:(<')  Kentucky Transportation Cabinet District 3		First Name:(	<b>/</b> )		M.L.:	Last Name ( Hodges	<b>√</b> )
Mailing Address:(*) 900 Morgantown Road				State:(*)  Green Kentucky		Zip:(*)	
eMail Address (*) gavin.hodges@ky.gov			Business Phone.(*) 2707467898		Alternate Phone:		
SECTION II - GENERAL SITE LOCATION INFORMATION	ON						
Project Name:(*)  3-80001.20- Replace and widen bridge on US 79 over	CSX railroad			wner/Operator( vernment	*)	SIC Code(*) 1611 High	nway and Street Const 🗸
Company Name (✓)  KYTC D3		First Name (	9:(√) M.L.:			Last Name:(√) Hodges	
Site Physical Address (*) US 79 MP 1.6-2.5			resulte Prince de Audit de Missiale de Messade de discolar de de Articolar de Artic	had tarethald the salary hand of the SPA that the SPA			
City:(*) Guthrie	and deader -		State (*) Kentucky		<b>~</b>	Zip:(*) 42234	
County:(*) Todd		cimal degrees)(' v.fcc.gov/media/			Longitude(d -87.17508	l lecimal degrees 35	)(°)
SECTION III SPECIFIC SITE ACTIVITY INFORMATIO	N 3						
Project Description:(*) 3-80001.20- Replace and widen bridge on US 79 over	CSX railroad			met mår skundstallskilde kallanskamet miller de skundsmåre kan	eth dalari Maria - Production and Arthur dalari Arthur dal		
a. For single projects provide the following information	)						

Contract ID: 221341 Page 189 of 266

Total Number of Acres in Project:(√) 30.00	Total Number of Acres Disturbed (√)  27.26
Anticipated Start Date:(✓)	Anticipated Completion Date:(√)
b. For common plans of development provide the following information	
Total Number of Acres in Project:( )</td <td>Total Number of Acres Disturbed:(√)</td>	Total Number of Acres Disturbed:(√)
#Acre(s)	# Acre(s)
Number of individual lots in development, if applicable:(√)	Number of lots in development:(✓)
# lot(s)	# lot(s)
Total acreage of lots intended to be developed ( )  Project Acres</td <td>Number of acres Intended to be disturbed at any one time:(√)  Disturbed Acres</td>	Number of acres Intended to be disturbed at any one time:(√)  Disturbed Acres
470.0000 + 240.0000 + 240.0000 + 240.0000	
Anticipated Start Date:(✓)	Anticipated Completion Date:(√)
List Building Contractor(s) at the time of Application:(*)  Company Name	
Company Name	1 1
' =	
	1
4 50000 30000 200000 200000 200000 200000 200000 2000000	•
SECTION IV — IF THE PERMITTED SITE DISCHARGES TO A WATER BODY THE FO	DLLOWING INFORMATION IS REQUIRED [2]
Discharge Point(s):	
Unnamed Tributary? Latitude Longitude Receiving 1 No 36.6598405 -87.172044 Spring Co	g Water Name Delete
2 No 36.6578621 -87.174902 Spring Cl	
3 No 36.6577718 -87.175132 Spring C	
4 No 36.6569304 -87.176500 Spring C	
5 No 36.6571499 -87.176667 Spring C	
6 No 36,6568099 -87,177034 Spring Cl 7 No 36,6569390 -87,177125 Spring Cl	
7 No 36.6569390 -87.177125 Spring Ci	reek Delete
SECTION V IF THE PERMITTED SITE DISCHARGES TO A MS4 THE FOLLOWING	INFORMATION IS REQUIRED 7
Name of MS4:	
gp (graphy 4-1 gramm) (ggg) - 4 p minys (-1 gramm) (gramm) (gr	•
Date of application/notification to the MS4 for construction site permit coverage:	Discharge Point(s):(*)
Date	Latitude Longitude
, water	
SECTION VI – WILL THE PROJECT REQUIRE CONSTRUCTION ACTIVITIES IN A VI	VATER BODY OR THE RIPARIAN ZONE?
Will the project require construction activities in a water body or the riparian zone?:  (*)	Yes
If Yes, describe scope of activity: ⟨√⟩	Channel change
Is a Clean Water Act 404 permit required? (*)	Yes
I	

M.L.:

Business Phone (\*)

2707467898

Click to Submit to EEC

MI

**Environmental Coordinator** 

Signature Date:(\*)

Date

Last Name (\*)

Alternate Phone

Hodges

Phone

Gavin Hodges

eMail Address (\*)

gavin.hodges@ky.gov

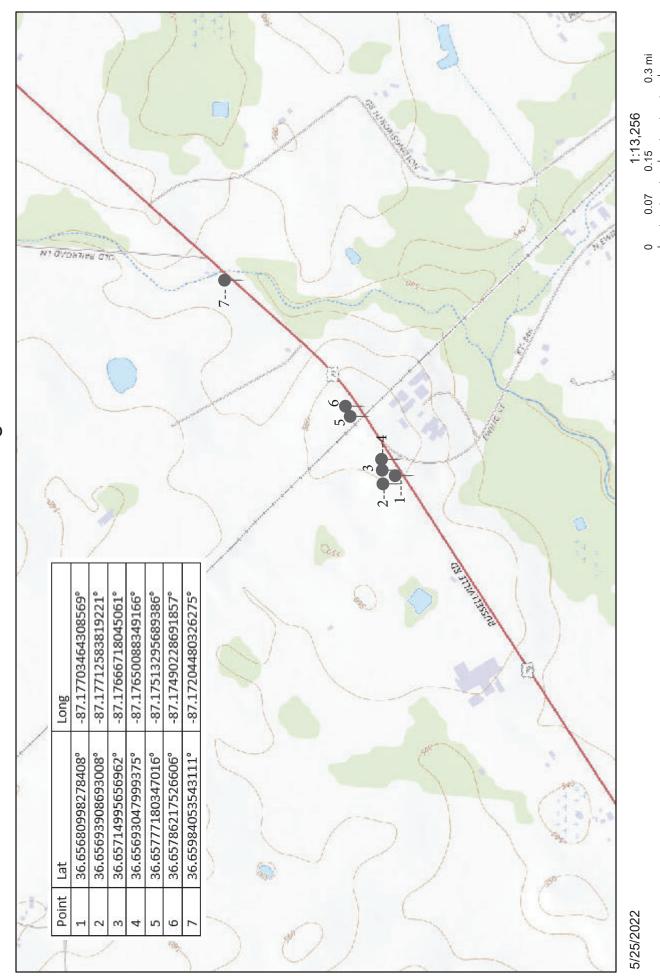
Click to Save Values for Future Retrieval

First Name:(\*)

Gavin

0.5 km

# 3-80001.20 Discharge Points



USGS The National Map: National Boundaries Dataset, 3DEP Elevation Program, Geographic Names Information System, National Hydrography

LOGAN - TODD COUNTIES BDG 0791 (011)

KENTUCKY TRANSPORTATION CABINET COMMUNICATING ALL PROMISES (CAP)

Contract ID: 221341 Page 192 of 266

Item No. 3 - 80001.2 County: Todd Route: 79 Project Manager: DAVID ERICKSON

6/24/22

CAP#	Date of Promise	Promise made to:	Location of Promise:	CAP Description
1	8/20/21	TVA		Contractor must maintain 25' of clearance between transmission lines and ground elevations.

# Pending U.S. Army Corps of Engineers 404 Permit KYTC Item #: 3-80100

The contractor should be aware that for this project a Clean Water Act 404 permit has been submitted to the U.S. Army Corps of Engineers (USACE) and approval is currently pending. No work shall occur in a Water of the United States (stream or wetland) until the USACE 404 permit has been approved and secured. It is anticipated the permit will be secured within 60 days of award.

# Pending U.S. Army Corps of Engineers 404 Permit KYTC Item #: 3-10010

The contractor should be aware that for this project a Clean Water Act 404 permit has been submitted to the U.S. Army Corps of Engineers (USACE) and approval is currently pending. No work shall occur in a Water of the United States (stream or wetland) until the USACE 404 permit has been approved and secured. It is anticipated the permit will be secured within 60 days of award.

# Pending U.S. Army Corps of Engineers 404 Permit KYTC Item #: 3-80001.2

The contractor should be aware that for this project a Clean Water Act 404 permit has been submitted to the U.S. Army Corps of Engineers (USACE) and approval is currently pending. No work shall occur in a Water of the United States (stream or wetland) until the USACE 404 permit has been approved and secured. It is anticipated the permit will be secured within 60 days of award.



1101 Market Street, Chattanooga, Tennessee 37402

August 19, 2021

J.C. Puryear, Jr.
Kentucky Transportation Cabinet
Clint.Puryear@ky.gov
900 Morgantown Road
Bowling Green, KY 42101

Dear Mr. Puryear:

RUR 001599-2021-DEVELOPMENT – MONTGOMERY-HEMLOCK NO 3 (INCL GUTHRIE) 161 KV (L5343) – IMPACT REVIEW OF KY TRANSPORTATION CABINET ROAD PROJECT BETWEEN STRUCTURES 655 & 656 – TRACT CGKY-20 – TODD COUNTY, KENTUCKY

This letter is in response to your request to construct a project under/across or adjacent to transmission line easements owned by the United States of America and entrusted to the Tennessee Valley Authority (TVA). We have completed our review of the application for your proposed project at the above location. We understand that no additional obstructions will be installed within TVA's right-of-way other than what was included in the submitted plans ("Plans").

TVA has no objection to your Plans at this time, so long as they are constructed as submitted. As a condition of TVA's non-objection to your Plans, your future activities should at no time interfere or potentially interfere with TVA's property rights or operations, and you shall comply with the enclosed General Conditions. If at any time your project comes to interfere or potentially interfere with TVA's property rights or operations, you will make any necessary changes or alterations at your own cost such that the project no longer interferes with TVA's rights. Any plans for future modifications of your Plans shall be submitted well in advance of work activities being performed.

Sincerely,

Stephen Williams Program Manager

Transmission Right of Way

Enclosures:

Plans

General Conditions

Sent via email to: Clint.Puryear@ky.gov

# TENNESSEE VALLEY AUTHORITY

#### TRANSMISSION & POWER SUPPLY

#### GENERAL CONDITIONS FOR A CROSSING AND/OR LAND USE ON A TVA TRANSMISSION LINE EASEMENT/RIGHT-OF-WAY

- TVA offers no objection to the crossing or other type of requested land use so long as there is no interference or potential inference with TVA's operations or property rights, as determined by TVA in its sole discretion. Further TVA's no objection is contingent upon adherence to the plans submitted to and reviewed by TVA. Moreover, TVA's no objection to use property encumbered by a transmission line right-of-way does not in any way diminish or reduce the easement rights acquired by TVA, such as the right to patrol, clear, construct, maintain, erect, repair, rebuild and operate lines and poles for any permitted purpose or to remove vegetation fire hazards or danger trees, nor does it affect TVA's rights of ingress and egress. TVA's no objection does not render an opinion as to the ownership of the underlying fee or relieve anyone from the obligation to obtain appropriate landowner, environmental, land-use, regulatory or other approvals.
- Construction forces must not operate cranes or other equipment in a manner that would endanger TVA's
  transmission line or any person near the property. Construction forces must also follow all applicable laws
  including state laws and Occupational Safety and Health Administration (OSHA) requirements, including those
  related to construction activities near energized electric facilities.
- TVA shall be given at least 14 days notice before any blasting or crane operation on or near the right-of-way. If blasting is performed on the right-of-way, TVA's lines shall be protected against blast damage. Contact this office at <a href="rightofway@tva.qov">rightofway@tva.qov</a> or (844) 812-2626 between the hours of 7:00 a.m.—2:30 p.m. CST Monday-Thursday. This will allow us to schedule a TVA representative to be present and to take appropriate precautions, if necessary. Damage to TVA's facilities must be fully reimbursed.
- Any underground lines or pipes must be buried deep enough that they will withstand repeated crossing by heavy equipment and TVA will not be responsible for any damage to any buried pipes or lines even when caused by TVA's heavy equipment operators or contractors. All buried lines or pipes must be easily identified by permanent markers at regular intervals along the right-of-way. Systems, cathodic or otherwise, that could interfere with or damage TVA's transmission line towers or foundations may not be installed. The integrity of all transmission towers and system must be maintained and any excavation must not come closer than 25 feet from the nearest tower leg, pole or guy wire. All graded surfaces on each right-of-way must be left in a condition to prevent future erosion and TVA ground clearance requirements to transmission line conductors must not be violated. Additionally, TVA's easements shall not be used as temporary storage or an area for the loading/unloading of materials. The easements shall not be the location of stock or spoil piles. TVA will seek reimbursement for repairs to any damages to its facilities that result from construction or other activities.
- You should immediately notify us if your plans should change from those detailed in the attached drawing. Even minor deviations may only be approved if TVA is notified and given a project drawing showing the actual location of all changes occurring upon the right- of-way. Any project elevations proposed by you must be met. Any elevation changes from the existing grades that cause the TVA transmission line not to be in compliance with any applicable standards, or otherwise interfere or potentially interfere with TVA's rights, as determined by TVA in its sole discretion, will be the responsibility of the you to meet and/or remedy any clearance issues. Except in the event of an emergency or other TVA deadline, you will have 90 days to bring any areas of concern or in violation into compliance.
- Finally, TVA's approval does not certify that your Plans are correct or safe, nor will TVA be responsible for any
  damage to your project caused by TVA's exercise of its easement rights or facilities. If the project has not begun
  one year from the date of issue of this letter all Plans need to be resubmitted. TVA assumes no liability and
  undertakes no obligation or duty (in tort, contract, strict liability, or otherwise) to you or to any third party for any
  damages to property (real or personal) or personal injuries (including death) arising out of or in any way
  connected with your project.

Revised 2/1/2019

CONTRACT ID: 221341	121GR22D041-STP & BDG	DE07100792200
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CLARKSVILLE ROAD (US 79) REPLACE AND WIDEN BRIDGE OVER VICKS BRANCH AT MP 2.921 BRIDGE WITH GRADE, DRAIN & SURFACE, A DISTANCE OF .19 MILES.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
1495	00001	DGA BASE	1,810.00	TON
1500	00100	ASPHALT SEAL AGGREGATE	16.00	TON
1505	00103	ASPHALT SEAL COAT	2.00	TON
1510	00190	LEVELING & WEDGING PG64-22	55.00	TON
1515	00212	CL2 ASPH BASE 1.00D PG64-22	827.00	TON
1520	00301	CL2 ASPH SURF 0.38D PG64-22	316.00	TON
1525	24970EC	ASPHALT MATERIAL FOR TACK NON-TRACKING	2.00	TON
1530	00078	CRUSHED AGGREGATE SIZE NO 2	100.00	TON
1535	01691	FLUME INLET TYPE 2	4.00	EACH
1540	01987	DELINEATOR FOR GUARDRAIL BI DIRECTIONAL WHITE	8.00	EACH
1545	01990	DELINEATOR FOR BARRIER WALL-B/W	4.00	EACH
1550	02003	RELOCATE TEMP CONC BARRIER	300.00	LF
1555	02014	BARRICADE-TYPE III	4.00	EACH
1560	02159	TEMP DITCH	497.00	LF
1565	02160	CLEAN TEMP DITCH	249.00	LF
1570	02230	EMBANKMENT IN PLACE	2,087.00	CUYD
1575	02242	WATER	10.00	MGAL
1580	02351	GUARDRAIL-STEEL W BEAM-S FACE	587.50	LF
1585	02367	GUARDRAIL END TREATMENT TYPE 1	4.00	EACH
1590	02381	REMOVE GUARDRAIL	1,253.00	LF
1595	02429	RIGHT-OF-WAY MONUMENT TYPE 1	8.00	EACH
1600	02432	WITNESS POST	3.00	EACH
1605	02483	CHANNEL LINING CLASS II	782.00	TON
1610	02484	CHANNEL LINING CLASS III	660.00	TON
1615	02545	CLEARING AND GRUBBING - 1.34 ACRES (3-80100.00)	1.00	LS
1620	02562	TEMPORARY SIGNS	90.00	SQFT
1625	02585	EDGE KEY	46.00	LF
1630	02602	FABRIC-GEOTEXTILE CLASS 1	12,155.00	SQYD
1635	02650	MAINTAIN & CONTROL TRAFFIC - (3-80100.00)	1.00	LS
1640	02653	LANE CLOSURE	1.00	EACH
1645	02671	PORTABLE CHANGEABLE MESSAGE SIGN	4.00	EACH
1650	02697	EDGELINE RUMBLE STRIPS	1,740.00	LF
1655	02701	TEMP SILT FENCE	497.00	LF
1660	02703	SILT TRAP TYPE A	2.00	EACH
1665	02704	SILT TRAP TYPE B	2.00	EACH
1670	02705	SILT TRAP TYPE C	2.00	EACH
1675	02706	CLEAN SILT TRAP TYPE A	2.00	EACH
1680	02707	CLEAN SILT TRAP TYPE B	2.00	EACH
1685	02708	CLEAN SILT TRAP TYPE C	2.00	EACH
1690	02726	STAKING - (3-80100.00)	1.00	LS
1695	02731	REMOVE STRUCTURE - (3-80100.00)	1.00	LS
1700	02898	RELOCATE CRASH CUSHION	2.00	EACH
1705	03171	CONCRETE BARRIER WALL TYPE 9T	300.00	LF

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
1710	04935	TEMP SIGNAL - (3-80100.00)	1.00	LS
1715	05950	EROSION CONTROL BLANKET	1,112.00	SQYD
1720	05952	TEMP MULCH	6,500.00	SQYD
1725	05953	TEMP SEEDING AND PROTECTION	4,900.00	SQYD
1730	05963	INITIAL FERTILIZER	.20	TON
1735	05964	MAINTENANCE FERTILIZER	.10	TON
1740	05985	SEEDING AND PROTECTION	1,335.00	SQYD
1745	05992	AGRICULTURAL LIMESTONE	1.60	TON
1750	06510	PAVE STRIPING-TEMP PAINT-4 IN	5,438.00	LF
1755	06542	PAVE STRIPING-THERMO-6 IN W	1,740.00	LF
1760	06543	PAVE STRIPING-THERMO-6 IN Y	220.00	LF
1765	06550	PAVE STRIPING-TEMP REM TAPE-W	436.00	LF
1770	06556	PAVE STRIPING-DUR TY 1-6 IN W	218.00	LF
1775	06557	PAVE STRIPING-DUR TY 1-6 IN Y	30.00	LF
1780	08003	FOUNDATION PREPARATION - (3-80100.00)	1.00	LS
1785	08903	CRASH CUSHION TY VI CLASS BT TL3	2.00	EACH
1790	20191ED	OBJECT MARKER TY 3	4.00	EACH
1795	21289ED	LONGITUDINAL EDGE KEY	1,740.00	LF
1800	22664EN	WATER BLASTING EXISTING STRIPE	1,740.00	LF
1805	23010EN	PAVE MARK TEMP PAINT STOP BAR-24 IN	24.00	LF
1810	24790EC	SUBGRADE STABILIZATION	5,890.00	SQYD
1815	25078ED	THRIE BEAM GUARDRAIL TRANSITION TL-3	4.00	EACH
1820	02231	STRUCTURE GRANULAR BACKFILL	284.00	CUYD
1825	03299	ARMORED EDGE FOR CONCRETE	101.60	LF
1830	08002	STRUCTURE EXCAV-SOLID ROCK	24.00	CUYD
1835	08003	FOUNDATION PREPARATION - 28466	1.00	LS
1840	08019	CYCLOPEAN STONE RIP RAP	1,063.00	TON
1845	08033	TEST PILES	35.00	LF
1850	08039	PRE-DRILLING FOR PILES	212.00	LF
1855	08051	PILES-STEEL HP14X89	244.00	LF
1860	08100	CONCRETE-CLASS A	179.00	CUYD
1865	08140	MECHANICAL REINF COUPLER #5 EPOXY COATED	238.00	EACH
1870	08150	STEEL REINFORCEMENT	13,261.00	LB
1875	08151	STEEL REINFORCEMENT-EPOXY COATED	53,619.00	LB
1880	08669	PRECAST PC BOX BEAM SB21	767.70	LF
1885	24405EC	MECHANICAL REINF COUPLER-#8 EPOXY COATED	20.00	EACH
1890	25028ED	RAIL SYSTEM SINGLE SLOPE - 40 IN	225.00	LF
1895	26167EC	CONCRETE-CLASS AA - IC	181.70	CUYD
1900	02569	DEMOBILIZATION	1.00	LS

CONTRACT ID: 221341 121GR22D041-STP & BDG DE07107912241

CLARKSVILLE ROAD (US 79) IMPROVE SAFETY AND BRIDGE CONDITIONS OVER WHIPPOORWILL CREEK NEAR KY1511 BRIDGE REPLACEMENT, A DISTANCE OF .18 MILES.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0005	00003	CRUSHED STONE BASE	2,148.00	TON

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0010	00020	TRAFFIC BOUND BASE	100.00	TON
0015	00100	ASPHALT SEAL AGGREGATE	26.00	TON
0020	00103	ASPHALT SEAL COAT	3.00	TON
0025	00190	LEVELING & WEDGING PG64-22	30.00	TON
0030	00214	CL3 ASPH BASE 1.00D PG64-22	855.00	TON
0035	00388	CL3 ASPH SURF 0.38B PG64-22	366.00	TON
0040	00440	ENTRANCE PIPE-15 IN	71.00	LF
0045	01691	FLUME INLET TYPE 2	1.00	EACH
0050	01984	DELINEATOR FOR BARRIER - WHITE	13.00	EACH
0055	01987	DELINEATOR FOR GUARDRAIL BI DIRECTIONAL WHITE	24.00	EACH
0060	02003	RELOCATE TEMP CONC BARRIER	600.00	LF
0065	02014	BARRICADE-TYPE III	4.00	EACH
0070		TEMP DITCH	482.00	LF
0075	02160	CLEAN TEMP DITCH	482.00	LF
0080	02230	EMBANKMENT IN PLACE	2,618.00	CUYD
0085	02242	WATER	100.00	
0090		GUARDRAIL-STEEL W BEAM-S FACE	1,225.00	LF
0095		GUARDRAIL TERMINAL SECTION NO 1		EACH
0100		REMOVE GUARDRAIL	1,170.00	LF
0105		GUARDRAIL END TREATMENT TYPE 4A	1.00	
0110		RIGHT-OF-WAY MONUMENT TYPE 1	6.00	
0115		WITNESS POST	3.00	
0120		CLEARING AND GRUBBING - 1.26 ACRES (3-10010.00)	1.00	LS
0125		TEMPORARY SIGNS	100.00	
0130		EDGE KEY	56.00	LF
0135		MAINTAIN & CONTROL TRAFFIC - (3-10010.00)	1.00	LS
0140		LANE CLOSURE	2.00	
0145		PORTABLE CHANGEABLE MESSAGE SIGN	2.00	
0150		MOBILIZATION FOR MILL & TEXT - (3-10010.00	1.00	LS
0155		ASPHALT PAVE MILLING & TEXTURING	180.00	TON
0160		EDGELINE RUMBLE STRIPS	1,926.00	LF
0165		TEMP SILT FENCE	482.00	LF
0103		SILT TRAP TYPE A		EACH
0175		SILT TRAP TYPE B		EACH
0173		CLEAN SILT TRAP TYPE A	2.00	
0185		CLEAN SILT TRAP TYPE B	2.00	
0190		STAKING - (3-10010.00)	1.00	LS
0190		REMOVE STRUCTURE - (3-10010.00)		LS
		` '	1.00	
0200 0205		RELOCATE CRASH CUSHION INSTALL TEMP CRASH CUSHION	2.00 2.00	
0210		CONCRETE BARRIER WALL TYPE 9T	600.00	LF
0215		TEMP SIGNAL - (3-10010.00)	1.00	LS
0220		EROSION CONTROL BLANKET	6,104.00	
0225		TEMP MULCH	4,511.00	
0230		TEMP SEEDING AND PROTECTION	4,511.00	
0235		INITIAL FERTILIZER	3.78	TON
0240		MAINTENANCE FERTILIZER	3.78	TON
0245		SEEDING AND PROTECTION	4,511.00	
0250		AGRICULTURAL LIMESTONE	.31	TON
0255	06510	PAVE STRIPING-TEMP PAINT-4 IN	2,500.00	LF

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0260	06542	PAVE STRIPING-THERMO-6 IN W	1,926.00	LF
0265	06543	PAVE STRIPING-THERMO-6 IN Y	1,926.00	LF
0270	06550	PAVE STRIPING-TEMP REM TAPE-W	234.00	LF
0275	06551	PAVE STRIPING-TEMP REM TAPE-Y	234.00	LF
0280	06556	PAVE STRIPING-DUR TY 1-6 IN W	234.00	LF
0285	06557	PAVE STRIPING-DUR TY 1-6 IN Y	234.00	LF
0290	08903	CRASH CUSHION TY VI CLASS BT TL3	2.00	EACH
0295	24489EC	INLAID PAVEMENT MARKER	26.00	EACH
0300	24640ED	OBJECT MARKER TYPE 1	1.00	EACH
0305	24970EC	ASPHALT MATERIAL FOR TACK NON-TRACKING	2.10	TON
0310	25078ED	THRIE BEAM GUARDRAIL TRANSITION TL-3	4.00	EACH
0315	02231	STRUCTURE GRANULAR BACKFILL	186.00	CUYD
0320	03299	ARMORED EDGE FOR CONCRETE	88.30	LF
0325	08002	STRUCTURE EXCAV-SOLID ROCK	24.00	CUYD
0330	08003	FOUNDATION PREPARATION - (3-10010.00)	1.00	LS
0335	08019	CYCLOPEAN STONE RIP RAP	791.00	TON
0340	08033	TEST PILES	38.00	LF
0345	08039	PRE-DRILLING FOR PILES	80.00	LF
0350	08046	PILES-STEEL HP12X53	221.00	LF
0355	08094	PILE POINTS-12 IN	8.00	EACH
0360	08100	CONCRETE-CLASS A	158.00	CUYD
0365	08104	CONCRETE-CLASS AA	189.30	CUYD
0370	08130	MECHANICAL REINF COUPLER #5	36.00	EACH
0375	08131	MECHANICAL REINF COUPLER #6	10.00	EACH
0380	08133	MECHANICAL REINF COUPLER #8	10.00	EACH
0385	08134	MECHANICAL REINF COUPLER #9	10.00	EACH
0390	08140	MECHANICAL REINF COUPLER #5 EPOXY COATED	14.00	EACH
0395	08150	STEEL REINFORCEMENT	15,618.00	LB
0400	08151	STEEL REINFORCEMENT-EPOXY COATED	61,810.00	LB
0405	08670	PRECAST PC BOX BEAM SB27	706.00	LF
0410	23378EC	CONCRETE SEALING	9,436.00	SQFT
0415	23813EC	DECK DRAIN	2.00	EACH
0420	24405EC	MECHANICAL REINF COUPLER-#8 EPOXY COATED	20.00	EACH
0425	25028ED	RAIL SYSTEM SINGLE SLOPE - 40 IN	240.00	LF
0430	02569	DEMOBILIZATION	1.00	LS

CLARKSVILLE ROAD (US 79) REPLACE AND WIDEN BRIDGE OVER ELK FORK CREEK AT MP 7.613 BRIDGE REPLACEMENT, A DISTANCE OF .23 MILES.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
1055	00001	DGA BASE	1,688.00	TON
1060	00100	ASPHALT SEAL AGGREGATE	39.00	TON
1065	00103	ASPHALT SEAL COAT	5.00	TON
1070	00190	LEVELING & WEDGING PG64-22	190.00	TON
1075	00214	CL3 ASPH BASE 1.00D PG64-22	913.00	TON

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
1080	00388	CL3 ASPH SURF 0.38B PG64-22	359.00	TON
1085	24970EC	ASPHALT MATERIAL FOR TACK NON-TRACKING	2.00	TON
1090	01000	PERFORATED PIPE-4 IN	165.00	LF
1095	01010	NON-PERFORATED PIPE-4 IN	30.00	LF
1100	01020	PERF PIPE HEADWALL TY 1-4 IN	3.00	EACH
1105	01691	FLUME INLET TYPE 2	4.00	EACH
1110	01987	DELINEATOR FOR GUARDRAIL BI DIRECTIONAL WHITE	10.00	EACH
1115	01990	DELINEATOR FOR BARRIER WALL-B/W	4.00	EACH
1120	02003	RELOCATE TEMP CONC BARRIER	300.00	LF
1125	02014	BARRICADE-TYPE III	4.00	EACH
1130	02159	TEMP DITCH	600.00	LF
1135	02160	CLEAN TEMP DITCH	300.00	LF
1140	02200	ROADWAY EXCAVATION	5,116.00	CUYD
1145	02242	WATER	10.00	MGAL
1150	02351	GUARDRAIL-STEEL W BEAM-S FACE	650.00	LF
1155	02381	REMOVE GUARDRAIL	975.00	LF
1160	02391	GUARDRAIL END TREATMENT TYPE 4A	4.00	EACH
1165	02429	RIGHT-OF-WAY MONUMENT TYPE 1	9.00	EACH
1170	02432	WITNESS POST	5.00	EACH
1175	02483	CHANNEL LINING CLASS II	1,620.00	TON
1180	02484	CHANNEL LINING CLASS III	20.00	TON
1185	02545	CLEARING AND GRUBBING - 2.83 ACRES (3-80102.00	1.00	LS
1190		TEMPORARY SIGNS	90.00	
1195		EDGE KEY	300.00	LF
1200		MAINTAIN & CONTROL TRAFFIC - (3-80102.00)	1.00	LS
1205		LANE CLOSURE	1.00	
1210		PORTABLE CHANGEABLE MESSAGE SIGN	4.00	
1215		EDGELINE RUMBLE STRIPS	2,030.00	LF
1220		TEMP SILT FENCE	600.00	LF
1225		SILT TRAP TYPE A		EACH
1230		SILT TRAP TYPE B		EACH
1235		SILT TRAP TYPE C		EACH
1240		CLEAN SILT TRAP TYPE A		EACH
1245		CLEAN SILT TRAP TYPE B		EACH
1250		CLEAN SILT TRAP TYPE C	3.00	
1255		STAKING - (3-80102.00)	1.00	LACIT
1260		REMOVE STRUCTURE - (3-80102.00)	1.00	LS
1265		RELOCATE CRASH CUSHION	2.00	
1203		CONCRETE BARRIER WALL TYPE 9T	520.00	LF
1275		TEMP SIGNAL - (3-80102.00)	1.00	LS
1273		EROSION CONTROL BLANKET	8,300.00	
1285		TEMP MULCH	8,300.00	
1290		TEMP SEEDING AND PROTECTION	8,300.00	
1290		INITIAL FERTILIZER	.50	
1300		MAINTENANCE FERTILIZER	.50	
1305		SEEDING AND PROTECTION	8,300.00	
1310		AGRICULTURAL LIMESTONE	9.00	
1315		SBM ALUM SHEET SIGNS .125 IN	11.00	
1320		STEEL POST TYPE 1	24.00	LF
1325	06510	PAVE STRIPING-TEMP PAINT-4 IN	4,560.00	LF

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
1330	06542	PAVE STRIPING-THERMO-6 IN W	2,080.00	LF
1335	06543	PAVE STRIPING-THERMO-6 IN Y	1,165.00	LF
1340	06556	PAVE STRIPING-DUR TY 1-6 IN W	320.00	LF
1345	06557	PAVE STRIPING-DUR TY 1-6 IN Y	200.00	LF
1350	08003	FOUNDATION PREPARATION - (3-80102.00 - SHEET PILING OR FOUNDATION SHORTING)	1.00	LS
1355	08903	CRASH CUSHION TY VI CLASS BT TL3	2.00	EACH
1360	20191ED	OBJECT MARKER TY 3	4.00	EACH
1365	21289ED	LONGITUDINAL EDGE KEY	1,877.00	LF
1370	22664EN	WATER BLASTING EXISTING STRIPE	2,480.00	LF
1375	23010EN	PAVE MARK TEMP PAINT STOP BAR-24 IN	24.00	LF
1380	24631EC	BARCODE SIGN INVENTORY	2.00	EACH
1385	24790EC	SUBGRADE STABILIZATION	6,300.00	SQYD
1390	25078ED	THRIE BEAM GUARDRAIL TRANSITION TL-3	4.00	EACH
1395	02231	STRUCTURE GRANULAR BACKFILL	381.00	CUYD
1400	03299	ARMORED EDGE FOR CONCRETE	101.60	LF
1405	08002	STRUCTURE EXCAV-SOLID ROCK	33.00	CUYD
1410	08003	FOUNDATION PREPARATION - (28467)	1.00	LS
1415	08019	CYCLOPEAN STONE RIP RAP	812.00	TON
1420	08033	TEST PILES	38.00	LF
1425	08039	PRE-DRILLING FOR PILES	115.00	LF
1430	08051	PILES-STEEL HP14X89	287.00	LF
1435	08095	PILE POINTS-14 IN	9.00	EACH
1440	08100	CONCRETE-CLASS A	205.80	CUYD
1445	08104	CONCRETE-CLASS AA	295.20	CUYD
1450	08140	MECHANICAL REINF COUPLER #5 EPOXY COATED	383.00	EACH
1455	08150	STEEL REINFORCEMENT	16,060.00	LB
1460	08151	STEEL REINFORCEMENT-EPOXY COATED	74,599.00	LB
1465	08671	PRECAST PC BOX BEAM SB33	1,264.70	LF
1470	23378EC	CONCRETE SEALING	14,471.00	SQFT
1475	24405EC	MECHANICAL REINF COUPLER-#8 EPOXY COATED	20.00	EACH
1480	25028ED	RAIL SYSTEM SINGLE SLOPE - 40 IN	367.00	LF
1485	02568	MOBILIZATION	1.00	LS
1490	02569	DEMOBILIZATION	1.00	LS

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RUSSELLVILLE ROAD (US 79) REPLACE AND WIDEN BRIDGE OVER CSX RAILROAD AND REALIGN THE KY 346 INTERCHANGE GRADE & DRAIN WITH ASPHALT SURFACE, A DISTANCE OF .88 MILES.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0435	00003	CRUSHED STONE BASE	13,481.00	TON
0440	00013	LIME STABILIZED ROADBED	21,186.00	SQYD
0445	00014	LIME	377.00	TON
0450	00020	TRAFFIC BOUND BASE	144.00	TON
0455	00100	ASPHALT SEAL AGGREGATE	101.00	TON
0460	00103	ASPHALT SEAL COAT	13.00	TON

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0465	00190	LEVELING & WEDGING PG64-22	459.00	TON
0470	00214	CL3 ASPH BASE 1.00D PG64-22	8,901.00	TON
0475	00388	CL3 ASPH SURF 0.38B PG64-22	2,171.00	TON
0480	02602	FABRIC-GEOTEXTILE CLASS 1	985.00	SQYD
0485	02677	ASPHALT PAVE MILLING & TEXTURING	180.00	TON
0490	02702	SAND FOR BLOTTER	127.00	TON
0495	24970EC	ASPHALT MATERIAL FOR TACK NON-TRACKING	19.00	TON
0500	00078	CRUSHED AGGREGATE SIZE NO 2	4,609.00	TON
0505	01987	DELINEATOR FOR GUARDRAIL BI DIRECTIONAL WHITE	86.00	EACH
0510	02014	BARRICADE-TYPE III	4.00	EACH
0515	02091	REMOVE PAVEMENT	4,505.00	SQYD
0520	02159	TEMP DITCH	2,978.00	LF
0525	02160	CLEAN TEMP DITCH	2,978.00	LF
0530	02230	EMBANKMENT IN PLACE	98,707.00	CUYD
0535	02242	WATER	67.00	MGAL
0540	02351	GUARDRAIL-STEEL W BEAM-S FACE	5,362.50	LF
0545	02360	GUARDRAIL TERMINAL SECTION NO 1	8.00	EACH
0550	02381	REMOVE GUARDRAIL	2,929.00	LF
0555	02391	GUARDRAIL END TREATMENT TYPE 4A	10.00	EACH
0560	02397	TEMP GUARDRAIL	662.50	LF
0565	02429	RIGHT-OF-WAY MONUMENT TYPE 1	26.00	EACH
0570	02432	WITNESS POST	10.00	EACH
0575	02483	CHANNEL LINING CLASS II	2,461.00	TON
0580	02484	CHANNEL LINING CLASS III	29.00	TON
0585	02545	CLEARING AND GRUBBING - 27 ACRES (3-80001.20)	1.00	LS
0590	02562	TEMPORARY SIGNS	250.00	SQFT
0595	02585	EDGE KEY	100.00	LF
0600	02602	FABRIC-GEOTEXTILE CLASS 1	985.00	SQYD
0605	02603	FABRIC-GEOTEXTILE CLASS 2	6,046.00	SQYD
0610	02650	MAINTAIN & CONTROL TRAFFIC - (3-80001.20)	1.00	LS
0615	02676	MOBILIZATION FOR MILL & TEXT - (3-80001.20)	1.00	LS
0620	02690	SAFELOADING	3.50	CUYD
0625	02696	SHOULDER RUMBLE STRIPS	8,682.00	LF
0630	02701	TEMP SILT FENCE	2,978.00	LF
0635	02703	SILT TRAP TYPE A	28.00	EACH
0640	02704	SILT TRAP TYPE B	28.00	EACH
0645	02705	SILT TRAP TYPE C	28.00	EACH
0650	02706	CLEAN SILT TRAP TYPE A	28.00	EACH
0655	02707	CLEAN SILT TRAP TYPE B	28.00	EACH
0660	02708	CLEAN SILT TRAP TYPE C	28.00	EACH
0665	02726	STAKING - (3-80001.20)	1.00	LS
0670	02731	REMOVE STRUCTURE - (3-80001.20-3 SPAN)	1.00	LS
0675	02731	REMOVE STRUCTURE - (3-80001.20-5'X5'RCBC)	1.00	LS
0680	02731	REMOVE STRUCTURE - (3-80001.20-8'X6'RCBC)	1.00	LS
0685	05950	EROSION CONTROL BLANKET	4,029.00	SQYD
0690	05952	TEMP MULCH	88,030.00	SQYD
0695	05953	TEMP SEEDING AND PROTECTION	66,023.00	SQYD
0700	05963	INITIAL FERTILIZER	2.60	TON
0705	05964	MAINTENANCE FERTILIZER	1.50	TON
0710	05985	SEEDING AND PROTECTION	48,920.00	

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0715	05992	AGRICULTURAL LIMESTONE	30.30	TON
0720	06510	PAVE STRIPING-TEMP PAINT-4 IN	10,500.00	LF
0725	06515	PAVE STRIPING-PERM PAINT-6 IN	5,265.00	LF
0730	06542	PAVE STRIPING-THERMO-6 IN W	9,909.00	LF
0735	06543	PAVE STRIPING-THERMO-6 IN Y	11,447.00	LF
0740	06568	PAVE MARKING-THERMO STOP BAR-24IN	23.00	LF
0745	06569	PAVE MARKING-THERMO CROSS-HATCH	5,967.00	SQFT
0750	06574	PAVE MARKING-THERMO CURV ARROW	12.00	EACH
0755	06610	INLAID PAVEMENT MARKER-MW	16.00	EACH
0760	06612	INLAID PAVEMENT MARKER-BY	74.00	EACH
0765	10020NS	FUEL ADJUSTMENT	56,533.00	DOLL
0770	10030NS	ASPHALT ADJUSTMENT	43,287.00	DOLL
0775	20166ES810	TEMPORARY PIPE	77.00	LF
0780	20191ED	OBJECT MARKER TY 3	10.00	EACH
0785	20458ES403	CENTERLINE RUMBLE STRIPS	2,497.00	LF
0790	21289ED	LONGITUDINAL EDGE KEY	1,364.00	LF
0795	21417ES717	PAVE MARK THERMO CONE CAP-SOLID YELLOW	43.00	SQFT
0800	23871EC	PAVE STRIPE-WET REF TAPE-6 IN Y	474.00	LF
0805		PAVE STRIPE-WET REF TAPE-6 IN W	360.00	LF
0810	24805FD	OBJECT MARKER TYPE 4	1.00	
0815		THRIE BEAM GUARDRAIL TRANSITION TL-3	8.00	EACH
0820		ENTRANCE PIPE-15 IN	277.00	LF
0825		ENTRANCE PIPE-18 IN	43.00	LF
0830		CULVERT PIPE-24 IN	92.00	LF
0835		CULVERT PIPE-72 IN	112.00	LF
0840		PERFORATED PIPE-4 IN	160.00	LF
0845		NON-PERFORATED PIPE-4 IN	40.00	LF
0850		PERF PIPE HEADWALL TY 1-4 IN	1.00	
0855		PERF PIPE HEADWALL TY 3-4 IN	3.00	EACH
0860		PIPE CULVERT HEADWALL-24 IN	2.00	
				EACH
0865 0870		SLOPED BOX OUTLET TYPE 1-24 IN		EACH
		FLUME INLET TYPE 2		
0875		CHANNEL LINING CLASS II	2,461.00	
0880		CHANNEL LINING CLASS III	29.00	
0885		FABRIC-GEOTEXTILE CLASS 2 FOR PIPE	1,046.00	
0890		CONCRETE-CLASS A		CUYD
0895		PIPE CULVERT HEADWALL-72 IN		EACH
0900		PIPELINE INSPECTION	204.00	LF
0905		DRAINAGE BLANKET-EMBANKMENT	3,049.00	
0910		GRANULAR EMBANKMENT	8,100.00	
0915		STRUCTURE GRANULAR BACKFILL	638.00	
0920		FENCE-6 FT CHAIN LINK	125.30	LF · –
0925		ARMORED EDGE FOR CONCRETE	81.80	LF
0930		CRUSHED AGGREGATE SLOPE PROT	261.00	TON
0935		TEST PILES	143.00	LF
0940		PILES-STEEL HP14X89	1,170.00	LF
0945		PILE POINTS-14 IN	20.00	
0950		CONCRETE-CLASS A	114.80	
0955	08104	CONCRETE-CLASS AA		CUYD
0960	08151	STEEL REINFORCEMENT-EPOXY COATED	47,545.00	LB

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0965	23378EC	CONCRETE SEALING	10,999.00	SQFT
0970	24520EC	PPC I-BEAM HN 48-49	607.50	LF
0975	25028ED	RAIL SYSTEM SINGLE SLOPE - 40 IN	246.10	LF
0980	02231	STRUCTURE GRANULAR BACKFILL	204.00	CUYD
0985	03299	ARMORED EDGE FOR CONCRETE	96.00	LF
0990	08003	FOUNDATION PREPARATION - 28425	1.00	LS
0995	08019	CYCLOPEAN STONE RIP RAP	636.00	TON
1000	08033	TEST PILES	117.00	LF
1005	08051	PILES-STEEL HP14X89	775.00	LF
1010	08095	PILE POINTS-14 IN	16.00	EACH
1015	08100	CONCRETE-CLASS A	53.40	CUYD
1020	08151	STEEL REINFORCEMENT-EPOXY COATED	25,319.00	LB
1025	08669	PRECAST PC BOX BEAM SB21	272.50	LF
1030	23813EC	DECK DRAIN	1.00	EACH
1035	25028ED	RAIL SYSTEM SINGLE SLOPE - 40 IN	112.60	LF
1040	26167EC	CONCRETE-CLASS AA - IC	92.60	CUYD
1045	02568	MOBILIZATION	1.00	LS
1050	02569	DEMOBILIZATION	1.00	LS

# **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 2020.

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### 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

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#### SPECIAL NOTE FOR PORTABLE CHANGEABLE MESSAGE SIGNS

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

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

#### 2.0 MATERIALS.

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

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

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

- Provide 3-line messages with each line being 8 characters long and at least 18 inches tall. Each character comprises 35 pixels.
- Provide at least 40 preprogrammed messages available for use at any time.
   Provide for quick and easy change of the displayed message; editing of the message; and additions of new messages.
- 3) Provide a controller consisting of:
  - a) Keyboard or keypad.
  - b) Readout that mimics the actual sign display. (When LCD or LCD type readout is used, include backlighting and heating or otherwise arrange for viewing in cold temperatures.)
  - c) Non-volatile memory or suitable memory with battery backup for storing pre-programmed messages.
  - d) Logic circuitry to control the sequence of messages and flash rate.
- 4) Provide a serial interface that is capable of supporting complete remote control ability through land line and cellular telephone operation. Include communication software capable of immediately updating the message, providing complete sign status, and allowing message library queries and updates.
- 5) Allow a single person easily to raise the sign to a satisfactory height above the pavement during use, and lower the sign during travel.
- 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.

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

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

\*Insert numerals as directed by the Engineer.

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

#### 2.3 Power.

- Design solar panels to yield 10 percent or greater additional charge than sign consumption. Provide direct wiring for operation of the sign or arrow board from an external power source to provide energy backup for 21 days without sunlight and an on-board system charger with the ability to recharge completely discharged batteries in 24 hours.
- **3.0 CONSTRUCTION.** Furnish and operate the variable message signs as designated on the plans or by the Engineer. Ensure the bottom of the message panel is a minimum of 7 feet above the roadway in urban areas and 5 feet above in rural areas when operating. Use Class I, II, or III signs on roads with a speed limit less than 55 mph. Use Class I or II signs on roads with speed limits 55 mph or greater.

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

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

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

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

1I the actual number of individual signs acceptably furnished and operated during the project. The Department will not measure signs replaced due to damage or rejection.

**5.0 PAYMENT.** The Department will pay for the Variable Message Signs at the unit price each. The Department will not pay for signs replaced due to damage or rejection. Payment is full compensation for furnishing all materials, labor, equipment, and service necessary to, operate, move, repair, and maintain or replace the variable message signs. The Department will make payment for the completed and accepted quantities under the following:

CodePay ItemPay Unit02671Portable Changeable Message SignEach

Effective June 15, 2012

#### SPECIAL NOTE FOR BARCODE LABEL ON PERMANENT SIGNS

- **1.0 DESCRIPTION.** Install barcode label on sheeting signs. Section references herein are to the Department's Standard Specifications for Road and Bridge Construction, current edition.
- **2.0 MATERIALS.** The Department will provide the Contractor with a 2 inch x 1 inch foil barcode label for each permanent sheeting sign. A unique number will be assigned to each barcode label.

The Contractor shall contact the Operations and Pavement Management Branch in the Division of Maintenance at (502) 564-4556 to obtain the barcode labels.

**3.0 CONSTRUCTION.** Apply foil barcode label in the lower right quadrant of the sign back. Signs where the bottom edge is not parallel to the ground, the lowest corner of the sign shall serve as the location to place the barcode label. The barcode label shall be placed no less than one-inch and no more than three inches from any edge of the sign. The barcode must be placed so that the sign post does not cover the barcode label.

Barcodes shall be applied in an indoor setting with a minimum air temperature of 50°F or higher. Prior to application of the barcode label, the back of the sign must be clean and free of dust, oil, etc. If the sign is not clean, an alcohol swab shall be used to clean the area. The area must be allowed to dry prior to placement of the barcode label.

Data for each sign shall include the barcode number, MUTCD reference number, sheeting manufacturer, sheeting type, manufacture date, color of primary reflective surface, installation date, latitude and longitude using the North American Datum of 1983 (NAD83) or the State Plane Coordinates using an x and y ordinate of the installed location.

Data should be provided electronically on the TC 71-229 Sign Details Information and TC 71-230 Sign Assembly Information forms. The Contractor may choose to present the data in a different format provided that the information submitted to the Department is equivalent to the information required on the Department TC forms. The forms must be submitted in electronic format regardless of which type of form is used. The Department will not accept PDF or handwritten forms. These completed forms must be submitted to the Department prior to final inspection of the signs. The Department will not issue formal acceptance for the project until the TC 71-229 and TC-230 electronic forms are completed for all signs and sign assemblies on the project.

**4.0 MEASUREMENT.** The Department will measure all work required for the installation of the barcode label and all work associated with completion and submission of the sign inventory data (TC 71-229 and TC 71-230).

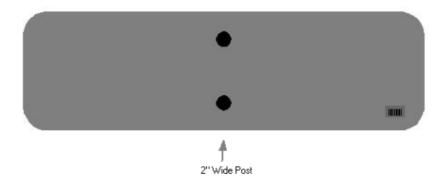
The installation of the permanent sign will be measured in accordance to Section 715.

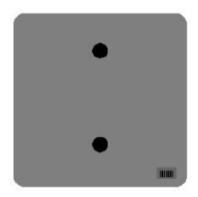
**5.0 PAYMENT.** The Department will make payment for the completed and accepted quantities under the following:

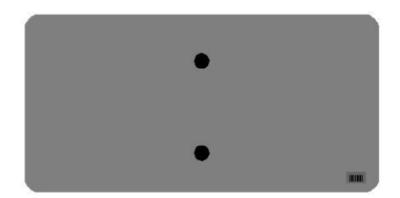
CodePay ItemPay Unit24631ECBarcode Sign InventoryEach

The Department will not make payment for this item until all barcodes are installed and sign inventory is complete on every permanent sign installed on the project. The Department will make payment for installation of the permanent sign in accordance to Section 715. The Department will consider payment as full compensation for all work required under this special note.

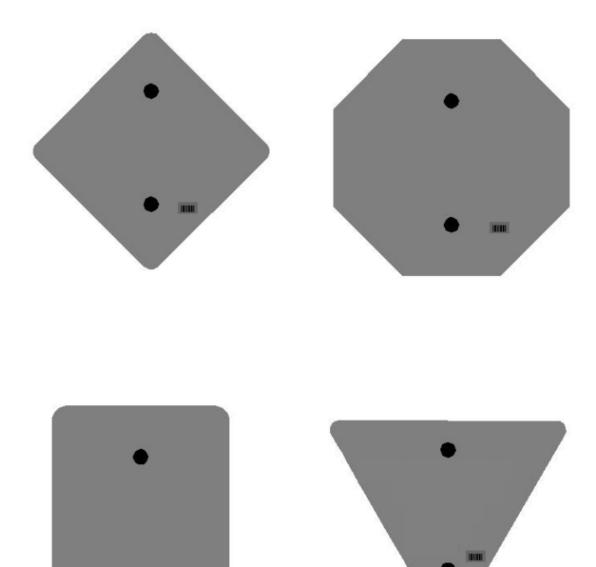
One Sign Post



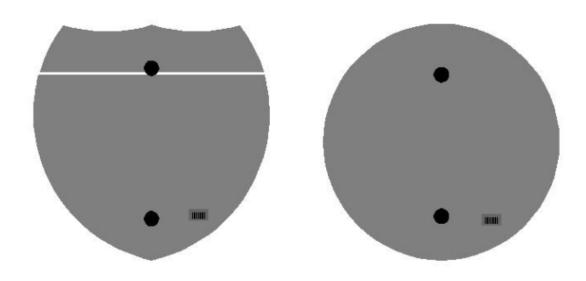


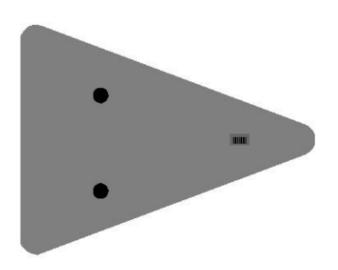


One Sign Post



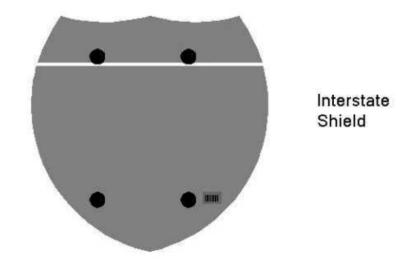
One Sign Post

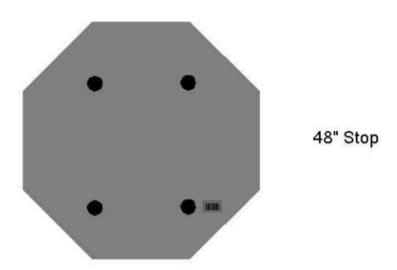




LOGAN - TODD COUNTIES BDG 0791 (011)

# Double Sign Post

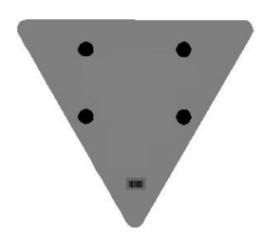




# 2 Post Signs







# SPECIAL PROVISION FOR EMBANKMENT AT BRIDGE END BENT STRUCTURES

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

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

#### 2.0 MATERIALS.

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

- 2.4 Structure Granular Backfill. Conform to Subsection 805.11
- **2.5 Geotextile Fabric.** Conform to Type I or Type IV in Section 214 and 843.

#### 3.0 CONSTRUCTION.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 4.0 MEASUREMENT.

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

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

- **4.2 Rock Embankment.** The Department will not measure for payment any rock embankment and will consider it incidental to roadway excavation or embankment in place, as applicable. Rock embankments will be constructed using granular embankment on projects where there is no available rock present within the excavation limits of the project.
- **4.3 Pile Core.** Pile core will be measured and paid under roadway excavation or embankment in place, as applicable. The Department will not measure the pile core for separate payment. The Department will not measure for payment the 8-inch perforated underdrain pipe and will consider it incidental to the Pile Core.
- **4.4 Structure Granular Backfill.** The Department will measure the quantity in cubic yards using the plan quantity, increased or decreased by authorized adjustments as specified in Section 204. The Department will not measure any additional material required for backfill outside the limits shown on the Plans and Standard Drawings for payment and will

consider it incidental to the work.

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

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

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

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

- **4.6 End Bent.** The Department will measure the quantities according to the Contract. The Department will not measure furnishing and placing the 2-inch mortar or concrete bed for payment and will consider it incidental to the end bent construction.
- **4.7 Structure Excavation.** The Department will not measure structure excavation on new embankments for payment and will consider it incidental to the Structure Granular Backfill or Concrete as applicable.
- **5.0 PAYMENT.** The Department will make payment for the completed and accepted quantities under the following:

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

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

September 16, 2016

### **PART III**

# EMPLOYMENT, WAGE AND RECORD REQUIREMENTS

FHWA-1273 -- Revised July 5, 2022

# REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

#### **ATTACHMENTS**

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

#### I. GENERAL

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

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

Form FHWA-1273 must be included in all Federal-aid designbuild contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

- 3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
- 4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).
- II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

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

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

- 1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).
- b. The contractor will accept as its operating policy the following statement:

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

- 2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so
- 3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women

- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- **4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
- **5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### 6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
- 7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

- 8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
- 9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
- a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### 10. Assurances Required:

- a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.
- b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
  - (1) Withholding monthly progress payments;
  - (2) Assessing sanctions;
  - (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.
- c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.
- 11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
- a. The records kept by the contractor shall document the following:

- (1) The number and work hours of minority and nonminority group members and women employed in each work classification on the project;
  - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
  - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

#### **III. NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

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

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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

#### 1. Minimum wages (29 CFR 5.5)

a. 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  $% \left( 1\right) =\left( 1\right) \left( 1\right)$

- (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, 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 Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (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 (29 CFR 5.5)

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 (29 CFR 5.5)

- 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. 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 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), 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 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 18 U.S.C. 1001 and 31 U.S.C. 231.
- 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 (29 CFR 5.5)

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. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to 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 as provided in 29 CFR 5.5.
- **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 as provided in 29 CFR 5.5.
- **9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### 10. Certification of eligibility (29 CFR 5.5)

- 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

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include 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. 29 CFR 5.5.
- 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. 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 currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.
- \* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

- 3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting 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 paragraphs 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. 29 CFR 5.5.

#### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
- a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)
- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
  - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

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

#### **VII. SAFETY: ACCIDENT PREVENTION**

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

- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.
- 3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

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

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

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

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.
- e. The terms "covered transaction," "debarred,"
  "suspended," "ineligible," "participant," "person," "principal,"
  and "voluntarily excluded," as used in this clause, are defined
  in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200.
  "First Tier Covered Transactions" refers to any covered
  transaction between a recipient or subrecipient of Federal
  funds and a participant (such as the prime or general contract).
  "Lower Tier Covered Transactions" refers to any covered
  transaction under a First Tier Covered Transaction (such as
  subcontracts). "First Tier Participant" refers to the participant

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

\* \* \* \* \*

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

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

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

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

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

- a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<a href="https://www.sam.gov/">https://www.sam.gov/</a>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

\* \* \* \* \*

# 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:

- (a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355:
- (b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and
- (c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

\* \* \* \* \*

# XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

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

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

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

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

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

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

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

#### KENTUCKY TRANSPORTATION CABINET DEPARTMENT OF HIGHWAYS

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

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

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

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

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

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

Revised: January 25, 2017

#### Standard Title VI/Non-Discrimination Assurances

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

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

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

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

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

#### **EXECUTIVE BRANCH CODE OF ETHICS**

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

#### KRS 11A.040 (7) provides:

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

#### KRS 11A.040 (9) states:

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

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

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

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

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

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

Revised: May 23, 2022

"General Decision Number: KY20220040 06/10/2022

Superseded General Decision Number: KY20210040

State: Kentucky

Construction Type: Highway

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

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

| If the contract is entered | . | into on or after January 30, | | 2022, or the contract is | renewed or extended (e.g., an | . | option is exercised) on or | | after January 30, 2022:

- |. Executive Order 14026 | generally applies to the | contract.
- . The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- Executive Order 13658 generally applies to the contract.
- The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at https://www.dol.gov/agencies/whd/government-contracts.

Modification Number	Publication Date
0	01/07/2022
1	01/14/2022
2	02/11/2022
3	02/18/2022
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5	05/06/2022
6	06/10/2022

BRIN0004-002 06/01/2021

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

	Rates	Fringes
BRICKLAYER		
Ballard, Caldwell,		
Carlisle, Crittenden,		
Fulton, Graves, Hickman,		
Livingston, Lyon,		
Marshall, and McCracken		
Counties	\$ 30.50	15.16
Butler, Edmonson, Hopkins,		
Muhlenberg, and Ohio		
Counties	\$ 26.80	12.38
Daviess, Hancock,		
Henderson, McLean, Union,		
and Webster Counties	\$ 29.57	14.75
	· 	

BRTN0004-005 06/01/2021

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

		=855	
BRICKLAYER	· · · · ·	14.75	
CARP0357-002 04/01/2022			
	Rates	Fringes	
CARPENTER DIVER PILEDRIVERMAN	\$ 46.64 \$ 31.09	22.15 22.15 22.15	
ELEC0369-006 05/31/2021			

Rates

Fringes

BUTLER, EDMONSON, LOGAN, TODD & WARREN COUNTIES:

	Rates	Fringes
ELECTRICIAN	.\$ 33.85	18.72

ELEC0429-001 01/01/2020

#### ALLEN & SIMPSON COUNTIES:

	Rates	Fringes
ELECTRICIAN	.\$ 27.72	13.48
ELEC0816-002 06/01/2021		

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

	Rates	Fringes
ELECTRICIAN	\$ 34.48	26.5%+7.25

Cable spicers receive \$.25 per hour additional.

ELEC1701-003 06/01/2021

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

	Rates	Fringes
ELECTRICIAN	\$ 33.30	28.8%+\$7.25

Cable spicers receive \$.25 per hour additional.

ELEC1925-002 01/01/2022

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

l	Rates	Fringes
CABLE SPLICER\$	26.85	14.81
ELECTRICIAN\$	26.35	14.79

ENGI0181-017 07/01/2021

	Kates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1	\$ 34.80	17.85
GROUP 2	\$ 31.94	17.85
GROUP 3	\$ 32.39	17.85
GROUP 4	\$ 31.62	17.85

#### OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - A-Frame Winch Truck; Auto Patrol; Backfiller; Batcher Plant; Bituminous Paver; Bituminous Transfer Machine; Boom Cat; Bulldozer; Mechanic; Cableway; Carry-All Scoop; Carry Deck Crane; Central Compressor Plant; Cherry Picker; Clamshell; Concrete Mixer (21 cu. ft. or Over); Concrete Paver; Truck-Mounted Concrete Pump; Core Drill; Crane; Crusher Plant; Derrick; Derrick Boat; Ditching & Trenching Machine; Dragline; Dredge Operator; Dredge Engineer; Elevating Grader & Loaders; Grade-All; Gurries; Heavy Equipment Robotics Operator/Mechanic; High Lift; Hoe-Type Machine; Hoist (Two or More Drums); Hoisting

Engine (Two or More Drums); Horizontal Directional Drill Operator; Hydrocrane; Hyster; KeCal Loader; LeTourneau; Locomotive; Mechanic; Mechanically Operated Laser Screed; Mechanic Welder; Mucking Machine; Motor Scraper; Orangepeel Bucket; Overhead Crane; Piledriver; Power Blade; Pumpcrete; Push Dozer; Rock Spreader, attached to equipment; Rotary Drill; Roller (Bituminous); Rough Terrain Crane; Scarifier; Scoopmobile; Shovel; Side Boom; Subgrader; Tailboom; Telescoping Type Forklift; Tow or Push Boat; Tower Crane (French, German & other types); Tractor Shovel; Truck Crane; Tunnel Mining Machines, including Moles, Shields or similar types of Tunnel Mining Equipment

GROUP 2 - Air Compressor (Over 900 cu. ft. per min.);
Bituminous Mixer; Boom Type Tamping Machine; Bull Float;
Concrete Mixer (Under 21 cu. ft.); Dredge Engineer;
Electric Vibrator; Compactor/Self-Propelled Compactor;
Elevator (One Drum or Buck Hoist); Elevator (When used to
Hoist Building Material); Finish Machine; Firemen & Hoist
(One Drum); Flexplane; Forklift (Regardless of Lift
Height); Form Grader; Joint Sealing Machine; Outboard Motor
Boat; Power Sweeper (Riding Type); Roller (Rock); Ross
Carrier; Skid Mounted or Trailer Mounted Conrete Pump; Skid
Steer Machine with all Attachments; Switchman or Brakeman;
Throttle Valve Person; Tractair & Road Widening Trencher;
Tractor (50 H.P. or Over); Truck Crane Oiler; Tugger;
Welding Machine; Well Points; & Whirley Oiler

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

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

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

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

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\* IRON0070-005 06/01/2022

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

Rates Fringes

**IRONWORKER** 

Structural; Ornamental;
Reinforcing; Precast
Concrete Erectors......\$ 31.79

IRON0103-004 08/01/2021

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

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

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

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

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

Rates Fringes

IRON0492-003 05/01/2021

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

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

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

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

Rates Fringes

Ironworkers:.....\$ 30.35 15.36

IRON0782-006 08/01/2021

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

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

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

Rates Fringes

Projects with a total contract cost of \$20,000,000.00 or above....\$ 30.83 25.52 All Other Work.....\$ 29.24 23.22

LAB00189-005 07/01/2021

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

	Rates	Fringes
Laborers:		
GROUP	1\$ 23.51	16.22
GROUP	2\$ 23.76	16.22
GROUP	3\$ 23.81	16.22
GROUP	4\$ 24.41	16.22

#### LABORER CLASSIFICATIONS

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

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

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

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

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LABO0189-006 07/01/2021

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

	Rates	Fringes
Laborers:		
GROUP	1\$ 23.51	16.22
GROUP	2\$ 23.76	16.22
GROUP	3\$ 23.81	16.22
GROUP	4\$ 24.41	16.22

#### LABORER CLASSIFICATIONS

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

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

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

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

LABORE 4 004 07 /04 /0004

LAB00561-001 07/01/2021

#### CRITTENDEN, HENDERSON, UNION & WEBSTER COUNTIES

	Rates	Fringes
Laborers:		
GROUP	1\$ 24.01	16.60
GROUP	2\$ 24.26	16.60
GROUP	3\$ 24.31	16.60
GROUP	4\$ 24.91	16.60

LABORER CLASSIFICATIONS

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

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

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

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

PAIN0032-002 09/01/2020

BALLARD COUNTY

	Rates	Fringes
Painters:		
Bridges	\$ 35.01	17.93
All Other Work	\$ 32.71	17.93
Spray, Blast, Steam, High & F Abatement) and All Epoxy - \$:	,	ng Lead
PAIN0118-003 06/01/2014		
EDMONSON COUNTY:		

	Rates	Fringes	
Painters:			
Brush & Roller	\$ 18.50	11.97	
Spray, Sandblast, Power			
Tools, Waterblast & Steam			
Cleaning	\$ 19.50	11.97	
			_

PAIN0156-006 04/01/2022

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

	Rates	Fringes
Painters:		
BRIDGES		
	\$ 28.45	18.98
GROUP 3	\$ 29.45	18.98
GROUP 4	\$ 30.70	18.98
ALL OTHER WO	RK:	
GROUP 1	\$ 27.30	18.98
GROUP 2	\$ 27.55	18.98
GROUP 3	\$ 28.30	18.98
GROUP 4	\$ 29.55	18.98

#### PAINTER CLASSIFICATIONS

GROUP 1 - Brush & Roller

GROUP 2 - Plasterers

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

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

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PAIN0500-002 06/01/2020

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

ı	Rates	Fringes
Painters:		
Bridges\$	27.75	15.10
All Other Work\$	21.50	15.10

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

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PLUM0184-002 07/01/2021

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

	Rates	Fringes
Plumber; Steamfitter	\$ 37.16	19.03
DLUMAEA2 AA4 A8/A1/2A21		

PLUM0502-004 08/01/2021

	Rates	Fringes
Plumber; Steamfitter	.\$ 38.07	20.78
PLUM0633-002 07/01/2021		

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

	Rates	Fringes
PLUMBER/PIPEFITTER	.\$ 33.17	19.30
TEAM0089-003 04/01/2020		

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

	Rates	Fringes
Truck drivers:		
Zone 1:		
Group 1	\$ 20.82	23.49
Group 2	\$ 21.00	23.49
Group 3	\$ 21.08	23.49
Group 4	\$ 21.10	23.49

#### GROUP 1 - Greaser; Tire Changer

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

#### GROUP 3 - Mixer All Types

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

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TEAM0215-003 04/01/2020

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

	Rates	Fringes
TRUCK DRIVER		
Group 1	\$ 22.45	23.49
Group 2	\$ 22.68	23.49
Group 3	\$ 22.75	23.49
Group 4	\$ 22.76	23.49

GROUP 1: Greaser, Tire Changer

GROUP 2: Truck Mechanic

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

Dump; Driver of Distributors; Mixer All Types

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

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TEAM0236-001 04/01/2020

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

	Rates	Fringes
TRUCK DRIVER		
Group 1	\$ 20.82	23.49
Group 2	\$ 21.00	23.49
Group 3	\$ 21.00	23.49
Group 4	\$ 21.00	23.49
Group 5	\$ 21.08	23.49

GROUP 1: Greaser, Tire Changer

GROUP 2: Truck Mechanic

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

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

GROUP 5: Mixer All Types

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

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

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

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010

08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

- Has there been an initial decision in the matter? This can be:
- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

Contract ID: 221341 Page 254 of 266

Washington, DC 20210

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

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END OF GENERAL DECISIO"

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

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

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

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

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

#### TO: EMPLOYERS/EMPLOYEES

#### PREVAILING WAGE SCHEDULE:

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

#### **OVERTIME:**

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

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

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

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

GOALS FOR MINORITY	GOALS FOR FEMALE
PARTICIPATION	PARTICIPATION IN
IN EACH TRADE	EACH TRADE
12.0%	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 Logan County.

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## 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.
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GOALS FOR MINORITY	GOALS FOR FEMALE
PARTICIPATION	PARTICIPATION IN
IN EACH TRADE	EACH TRADE
12.0%	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.

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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 Todd County.

# **PART IV**

# **INSURANCE**

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

current edition

# **PART V**

# **BID ITEMS**

221341

#### **PROPOSAL BID ITEMS**

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# Section: 0001 - PAVING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	<b>UNIT PRIC</b>	FP	AMOUNT
0010	00001		DGA BASE	3,498.00	TON		\$	
0020	00003		CRUSHED STONE BASE	15,629.00	TON		\$	
0030	00013		LIME STABILIZED ROADBED	21,186.00	SQYD		\$	
0040	00014		LIME	377.00	TON		\$	
0050	00020		TRAFFIC BOUND BASE	144.00	TON		\$	
0060	00100		ASPHALT SEAL AGGREGATE	182.00	TON		\$	
0070	00103		ASPHALT SEAL COAT	23.00	TON		\$	
0800	00190		LEVELING & WEDGING PG64-22	734.00	TON		\$	
0090	00212		<b>CL2 ASPH BASE 1.00D PG64-22</b>	827.00	TON		\$	
0100	00214		CL3 ASPH BASE 1.00D PG64-22	10,669.00	TON		\$	
0110	00301		CL2 ASPH SURF 0.38D PG64-22	316.00	TON		\$	
0120	00388		CL3 ASPH SURF 0.38B PG64-22	2,896.00	TON		\$	
0130	02602		FABRIC-GEOTEXTILE CLASS 1	985.00	SQYD		\$	
0140	02677		ASPHALT PAVE MILLING & TEXTURING	360.00	TON		\$	
0150	02702		SAND FOR BLOTTER	127.00	TON		\$	
0160	24970EC		ASPHALT MATERIAL FOR TACK NON- TRACKING	25.10	TON		\$	

## Section: 0002 - ROADWAY

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	<b>UNIT PRIC</b>	FP	AMOUNT
0170	00020		TRAFFIC BOUND BASE	100.00	TON		\$	
0180	00078		<b>CRUSHED AGGREGATE SIZE NO 2</b>	4,709.00	TON		\$	
0190	00440		ENTRANCE PIPE-15 IN	71.00	LF		\$	
0200	01000		PERFORATED PIPE-4 IN	165.00	LF		\$	
0210	01010		NON-PERFORATED PIPE-4 IN	30.00	LF		\$	
0220	01020		PERF PIPE HEADWALL TY 1-4 IN	3.00	EACH		\$	
0230	01691		FLUME INLET TYPE 2	9.00	EACH		\$	
0240	01984		DELINEATOR FOR BARRIER - WHITE	13.00	EACH		\$	
0250	01987		DELINEATOR FOR GUARDRAIL BI DIRECTIONAL WHITE	128.00	EACH		\$	
0260	01990		DELINEATOR FOR BARRIER WALL-B/W	8.00	EACH		\$	
0270	02003		RELOCATE TEMP CONC BARRIER	1,200.00	LF		\$	
0280	02014		BARRICADE-TYPE III	16.00	EACH		\$	
0290	02091		REMOVE PAVEMENT	4,505.00	SQYD		\$	
0300	02159		TEMP DITCH	4,557.00	LF		\$	
0310	02160		CLEAN TEMP DITCH	4,009.00	LF		\$	
0320	02200		ROADWAY EXCAVATION	5,116.00	CUYD		\$	
0330	02230		EMBANKMENT IN PLACE	103,412.00	CUYD		\$	
0340	02242		WATER	187.00	MGAL		\$	
0350	02351		<b>GUARDRAIL-STEEL W BEAM-S FACE</b>	7,825.00	LF		\$	
0360	02360		<b>GUARDRAIL TERMINAL SECTION NO 1</b>	10.00	EACH		\$	
0370	02367		<b>GUARDRAIL END TREATMENT TYPE 1</b>	4.00	EACH		\$	
0380	02381		REMOVE GUARDRAIL	6,327.00	LF		\$	
0390	02391		<b>GUARDRAIL END TREATMENT TYPE 4A</b>	15.00	EACH		\$	
0400	02397		TEMP GUARDRAIL	662.50	LF		\$	

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# **PROPOSAL BID ITEMS**

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		Report Date 1/25				
INE	BID CODE	ALT DESCRIPTION			UNIT PRIC	AMOUNT
410	02429	RIGHT-OF-WAY MONUMENT TYPE 1		EACH		\$
120	02432	WITNESS POST		EACH		\$
130	02483	CHANNEL LINING CLASS II	4,863.00	TON		\$
140	02484	CHANNEL LINING CLASS III	709.00	TON		\$
450	02545	CLEARING AND GRUBBING 1.26 ACRES (3-10010.00)	1.00	LS		\$
460	02545	CLEARING AND GRUBBING 1.34 ACRES (3-80100.00)	1.00	LS		\$
470	02545	CLEARING AND GRUBBING 2.83 ACRES (3-80102.00	1.00	LS		\$
480	02545	CLEARING AND GRUBBING 27 ACRES (3-80001.20)	1.00	LS		\$
190	02562	TEMPORARY SIGNS	530.00	SQFT		\$
500	02585	EDGE KEY	502.00	LF		\$
510	02602	FABRIC-GEOTEXTILE CLASS 1	13,140.00	SQYD		\$
520	02603	FABRIC-GEOTEXTILE CLASS 2	6,046.00			\$
530	02650	MAINTAIN & CONTROL TRAFFIC (3-10010.00)	1.00	LS		\$
		MAINTAIN & CONTROL TRAFFIC				
540	02650	(3-80001.20) MAINTAIN & CONTROL TRAFFIC	1.00	LS		\$
550	02650	(3-80100.00) MAINTAIN & CONTROL TRAFFIC	1.00	LS		\$
560	02650	(3-80102.00)	1.00	LS		\$
570	02653	LANE CLOSURE	4.00	EACH		\$
580	02671	PORTABLE CHANGEABLE MESSAGE SIG MOBILIZATION FOR MILL & TEXT	N 10.00	EACH		\$
590	02676	(3-10010.00 MOBILIZATION FOR MILL & TEXT	1.00	LS		\$
600	02676	(3-80001.20)	1.00	LS		\$
310	02690	SAFELOADING		CUYD		\$
20	02696	SHOULDER RUMBLE STRIPS	8,682.00	LF		\$
30	02697	EDGELINE RUMBLE STRIPS	5,696.00	LF		\$
640	02701	TEMP SILT FENCE	4,557.00	LF		\$
50	02703	SILT TRAP TYPE A	35.00	EACH		\$
60	02704	SILT TRAP TYPE B		EACH		\$
70	02705	SILT TRAP TYPE C	33.00	EACH		\$
088	02706	CLEAN SILT TRAP TYPE A	35.00	EACH		\$
90	02707	CLEAN SILT TRAP TYPE B	35.00	EACH		\$
<b>'00</b>	02708	CLEAN SILT TRAP TYPE C	33.00	EACH		\$
710	02726	STAKING (3-10010.00)	1.00	LS		\$
720	02726	STAKING (3-80001.20)	1.00	LS		\$
730	02726	STAKING (3-80100.00)	1.00	LS		\$
40	02726	STAKING (3-80102.00)	1.00	LS		\$
		REMOVE STRUCTURE		LS		
750	02731	(3-10010.00) REMOVE STRUCTURE	1.00	L3		\$
760	02731	(3-80001.20-3 SPAN)	1.00	LS		\$
770	02731	REMOVE STRUCTURE (3-80001.20-5'X5'RCBC)	1.00	LS		\$

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## **PROPOSAL BID ITEMS**

Report Date 7/25/22

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		Report Date 7/25/22					
LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0780	02731	REMOVE STRUCTURE (3-80001.20-8'X6'RCBC)	1.00	LS		\$	
0790	02731	REMOVE STRUCTURE (3-80100.00)	1.00	LS		\$	
0800	02731	REMOVE STRUCTURE (3-80102.00)	1.00	LS		\$	
0810	02898	RELOCATE CRASH CUSHION		EACH		\$	
0820	02900	INSTALL TEMP CRASH CUSHION		EACH		\$	
0830	03171	CONCRETE BARRIER WALL TYPE 9T	1,420.00	LF		\$	
0000	00171	TEMP SIGNAL	1,420.00			Ψ	
0840	04935	(3-10010.00)	1.00	LS		\$	
		TEMP SIGNAL					
0850	04935	(3-80100.00)	1.00	LS		\$	
0860	04935	TEMP SIGNAL (3-80102.00)	1.00	LS		\$	
0870	05950	EROSION CONTROL BLANKET	19,545.00	SQYD		\$	
0880	05952	TEMP MULCH	107,341.00	SQYD		\$	
0890	05953	TEMP SEEDING AND PROTECTION	83,734.00	SQYD		\$	
0900	05963	INITIAL FERTILIZER	7.08	TON		\$	
0910	05964	MAINTENANCE FERTILIZER	5.88	TON		\$	
0920	05985	SEEDING AND PROTECTION	63,066.00			\$	
0930	05992	AGRICULTURAL LIMESTONE	41.21	TON		\$	
0940	06407	SBM ALUM SHEET SIGNS .125 IN	11.00			\$	
0950	06410	STEEL POST TYPE 1	24.00	LF		\$	
0960	06510	PAVE STRIPING-TEMP PAINT-4 IN	22,998.00	LF		\$	
0970	06515	PAVE STRIPING-PERM PAINT-6 IN	5,265.00	LF		\$	
0980	06542	PAVE STRIPING-THERMO-6 IN W	15,655.00	LF		\$	
0990	06543	PAVE STRIPING-THERMO-6 IN Y	14,758.00	LF		\$	
1000	06550	PAVE STRIPING-TEMP REM TAPE-W	670.00	LF		\$	
1010	06551	PAVE STRIPING-TEMP REM TAPE-Y	234.00	LF		\$	
1020	06556	PAVE STRIPING-DUR TY 1-6 IN W	772.00	LF . –		\$	
1030	06557	PAVE STRIPING-DUR TY 1-6 IN Y	464.00	LF		\$	
1040	06568	PAVE MARKING-THERMO STOP BAR-24IN	23.00			\$	
1050	06569	PAVE MARKING-THERMO CROSS-HATCH	5,967.00			\$	
1060	06574	PAVE MARKING-THERMO CURV ARROW		EACH		\$	
1070	06610	INLAID PAVEMENT MARKER-MW		EACH		\$	
1080	06612	INLAID PAVEMENT MARKER-BY FOUNDATION PREPARATION		EACH		\$	
1090	08003	(3-80100.00)	1.00	LS		\$	
1100	08003	FOUNDATION PREPARATION (3-80102.00 - SHEET PILING OR	4.00	LS		•	
1100 1110	08903	FOUNDATION SHORTING) CRASH CUSHION TY VI CLASS BT TL3	1.00	EACH		\$ \$	
1120	10020NS	FUEL ADJUSTMENT	56,533.00		¢1 00	<b>\$</b>	\$56,533.00
1130	10020NS 10030NS	ASPHALT ADJUSTMENT	43,287.00			э \$	
1140	20166ES810	TEMPORARY PIPE	43,287.00 77.00	LF	ψ1.00	\$	\$43,287.00
1150	20166ES610 20191ED	OBJECT MARKER TY 3		EACH		э \$	
1160	20458ES403	CENTERLINE RUMBLE STRIPS	2,497.00	LF		\$	
1170	21289ED	LONGITUDINAL EDGE KEY	4,981.00	LF		\$	
	- 1207LD	PAVE MARK THERMO CONE CAP-SOLID	7,301.00	LI		Ψ	
1180	21417ES717	YELLOW		SQFT		\$	
1190	22664EN	WATER BLASTING EXISTING STRIPE	4,220.00	LF		\$	

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# PROPOSAL BID ITEMS

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#### Report Date 7/25/22

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	<b>UNIT PRIC</b>	FP	AMOUNT
1200	23010EN		PAVE MARK TEMP PAINT STOP BAR-24 IN	48.00	LF		\$	
1210	23871EC		PAVE STRIPE-WET REF TAPE-6 IN Y	474.00	LF		\$	
1220	23872EC		PAVE STRIPE-WET REF TAPE-6 IN W	360.00	LF		\$	
1230	24489EC		INLAID PAVEMENT MARKER	26.00	EACH		\$	
1240	24631EC		BARCODE SIGN INVENTORY	2.00	EACH		\$	
1250	24640ED		OBJECT MARKER TYPE 1	1.00	EACH		\$	
1260	24790EC		SUBGRADE STABILIZATION	12,190.00	SQYD		\$	
1270	24805ED		OBJECT MARKER TYPE 4	1.00	EACH		\$	
1280	25078ED		THRIE BEAM GUARDRAIL TRANSITION TL-3	20.00	EACH		\$	

# Section: 0003 - DRAINAGE

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	<b>UNIT PRIC</b>	FP	AMOUNT
1290	00440		ENTRANCE PIPE-15 IN	277.00	LF		\$	
1300	00441		ENTRANCE PIPE-18 IN	43.00	LF		\$	
1310	00464		CULVERT PIPE-24 IN	92.00	LF		\$	
1320	00474		CULVERT PIPE-72 IN	112.00	LF		\$	
1330	01000		PERFORATED PIPE-4 IN	160.00	LF		\$	
1340	01010		NON-PERFORATED PIPE-4 IN	40.00	LF		\$	
1350	01020		PERF PIPE HEADWALL TY 1-4 IN	1.00	EACH		\$	
1360	01028		PERF PIPE HEADWALL TY 3-4 IN	3.00	EACH		\$	
1370	01208		PIPE CULVERT HEADWALL-24 IN	2.00	EACH		\$	
1380	01434		SLOPED BOX OUTLET TYPE 1-24 IN	2.00	EACH		\$	
1390	01691		FLUME INLET TYPE 2	5.00	EACH		\$	
1400	02483		CHANNEL LINING CLASS II	2,461.00	TON		\$	
1410	02484		CHANNEL LINING CLASS III	29.00	TON		\$	
1420	02607		FABRIC-GEOTEXTILE CLASS 2 FOR PIPE	1,046.00	SQYD	\$2.00	\$	\$2,092.00
1430	08100		CONCRETE-CLASS A	1.59	CUYD		\$	
1440	24025EC		PIPE CULVERT HEADWALL-72 IN	2.00	EACH		\$	
1450	24814EC		PIPELINE INSPECTION	204.00	LF		\$	

## Section: 0004 - BRIDGE - 28430

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	<b>UNIT PRIC</b>	FP	<b>AMOUNT</b>
1460	02231		STRUCTURE GRANULAR BACKFILL	186.00	CUYD		\$	
1470	03299		ARMORED EDGE FOR CONCRETE	88.30	LF		\$	
1480	08002		STRUCTURE EXCAV-SOLID ROCK	24.00	CUYD		\$	
1490	08003		FOUNDATION PREPARATION (3-10010.00)	1.00	LS		\$	
1500	08019		CYCLOPEAN STONE RIP RAP	791.00	TON		\$	
1510	08033		TEST PILES	38.00	LF		\$	
1520	08039		PRE-DRILLING FOR PILES	80.00	LF		\$	
1530	08046		PILES-STEEL HP12X53	221.00	LF		\$	
1540	08094		PILE POINTS-12 IN	8.00	EACH		\$	
1550	08100		CONCRETE-CLASS A	158.00	CUYD		\$	
1560	08104		CONCRETE-CLASS AA	189.30	CUYD		\$	
1570	08130		MECHANICAL REINF COUPLER #5	36.00	EACH		\$	

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#### **PROPOSAL BID ITEMS**

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LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	<b>UNIT PRIC</b>	FP	<b>AMOUNT</b>
1580	08131		MECHANICAL REINF COUPLER #6	10.00	EACH		\$	
1590	08133		MECHANICAL REINF COUPLER #8	10.00	EACH		\$	
1600	08134		MECHANICAL REINF COUPLER #9	10.00	EACH		\$	
1610	08140		MECHANICAL REINF COUPLER #5 EPOXY COATED	14.00	EACH		\$	
1620	08150		STEEL REINFORCEMENT	15,618.00	LB		\$	
1630	08151		STEEL REINFORCEMENT-EPOXY COATED	61,810.00	LB		\$	
1640	08670		PRECAST PC BOX BEAM SB27	706.00	LF		\$	
1650	23378EC		CONCRETE SEALING	9,436.00	SQFT		\$	
1660	23813EC		DECK DRAIN	2.00	EACH		\$	
1670	24405EC		MECHANICAL REINF COUPLER-#8 EPOXY COATED	20.00	EACH		\$	
1680	25028ED		RAIL SYSTEM SINGLE SLOPE - 40 IN	240.00	LF		\$	

## Section: 0005 - BRIDGE - 28467

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	<b>UNIT PRIC</b>	FP	<b>AMOUNT</b>
1690	02231		STRUCTURE GRANULAR BACKFILL	381.00	CUYD		\$	
1700	03299		ARMORED EDGE FOR CONCRETE	101.60	LF		\$	
1710	08002		STRUCTURE EXCAV-SOLID ROCK	33.00	CUYD		\$	
1720	08003		FOUNDATION PREPARATION (28467)	1.00	LS		\$	
1730	08019		CYCLOPEAN STONE RIP RAP	812.00	TON		\$	
1740	08033		TEST PILES	38.00	LF		\$	
1750	08039		PRE-DRILLING FOR PILES	115.00	LF		\$	
1760	08051		PILES-STEEL HP14X89	287.00	LF		\$	
1770	08095		PILE POINTS-14 IN	9.00	EACH		\$	
1780	08100		CONCRETE-CLASS A	205.80	CUYD		\$	
1790	08104		CONCRETE-CLASS AA	295.20	CUYD		\$	
1800	08140		MECHANICAL REINF COUPLER #5 EPOXY COATED	383.00	EACH		\$	
1810	08150		STEEL REINFORCEMENT	16,060.00	LB		\$	
1820	08151		STEEL REINFORCEMENT-EPOXY COATED	74,599.00	LB		\$	
1830	08671		PRECAST PC BOX BEAM SB33	1,264.70	LF		\$	
1840	23378EC		CONCRETE SEALING	14,471.00	SQFT		\$	
1850	24405EC		MECHANICAL REINF COUPLER-#8 EPOXY COATED	20.00	EACH		\$	
1860	25028ED		RAIL SYSTEM SINGLE SLOPE - 40 IN	367.00	LF		\$	

## Section: 0006 - BRIDGE - 28466

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	<b>UNIT PRIC</b>	FP	AMOUNT
1870	02231		STRUCTURE GRANULAR BACKFILL	284.00	CUYD		\$	
1880	03299		ARMORED EDGE FOR CONCRETE	101.60	LF		\$	
1890	08002		STRUCTURE EXCAV-SOLID ROCK	24.00	CUYD		\$	
1900	08003		FOUNDATION PREPARATION 28466	1.00	LS		\$	
1910	08019		CYCLOPEAN STONE RIP RAP	1,063.00	TON		\$	
1920	08033		TEST PILES	35.00	LF		\$	

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#### **PROPOSAL BID ITEMS**

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LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	<b>UNIT PRIC</b>	FP	AMOUNT
1930	08039		PRE-DRILLING FOR PILES	212.00	LF		\$	
1940	08051		PILES-STEEL HP14X89	244.00	LF		\$	
1950	08100		CONCRETE-CLASS A	179.00	CUYD		\$	
1960	08140		MECHANICAL REINF COUPLER #5 EPOXY COATED	238.00	EACH		\$	
1970	08150		STEEL REINFORCEMENT	13,261.00	LB		\$	
1980	08151		STEEL REINFORCEMENT-EPOXY COATED	53,619.00	LB		\$	
1990	08669		PRECAST PC BOX BEAM SB21	767.70	LF		\$	
2000	24405EC		MECHANICAL REINF COUPLER-#8 EPOXY COATED	20.00	EACH		\$	
2010	25028ED		RAIL SYSTEM SINGLE SLOPE - 40 IN	225.00	LF		\$	
2020	26167EC		CONCRETE-CLASS AA - IC	181.70	CUYD		\$	

# Section: 0007 - BRIDGE - 28424

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	<b>UNIT PRIC</b>	FP	AMOUNT
2030	00021		DRAINAGE BLANKET-EMBANKMENT	3,049.00	CUYD		\$	
2040	02223		GRANULAR EMBANKMENT	8,100.00	CUYD		\$	
2050	02231		STRUCTURE GRANULAR BACKFILL	638.00	CUYD		\$	
2060	02274		FENCE-6 FT CHAIN LINK	125.30	LF		\$	
2070	03299		ARMORED EDGE FOR CONCRETE	81.80	LF		\$	
2080	08020		CRUSHED AGGREGATE SLOPE PROT	261.00	TON		\$	
2090	08033		TEST PILES	143.00	LF		\$	
2100	08051		PILES-STEEL HP14X89	1,170.00	LF		\$	
2110	08095		PILE POINTS-14 IN	20.00	EACH		\$	
2120	08100		CONCRETE-CLASS A	114.80	CUYD		\$	
2130	08104		CONCRETE-CLASS AA	206.60	CUYD		\$	
2140	08151		STEEL REINFORCEMENT-EPOXY COATED	47,545.00	LB		\$	
2150	23378EC		CONCRETE SEALING	10,999.00	SQFT		\$	
2160	24520EC		PPC I-BEAM HN 48-49	607.50	LF		\$	
2170	25028ED		RAIL SYSTEM SINGLE SLOPE - 40 IN	246.10	LF		\$	

## Section: 0008 - BRIDGE - 28425

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	<b>UNIT PRIC</b>	FP	<b>AMOUNT</b>
2180	02231		STRUCTURE GRANULAR BACKFILL	204.00	CUYD		\$	
2190	03299		ARMORED EDGE FOR CONCRETE	96.00	LF		\$	
2200	08003		FOUNDATION PREPARATION 28425	1.00	LS		\$	
2210	08019		CYCLOPEAN STONE RIP RAP	636.00	TON		\$	
2220	08033		TEST PILES	117.00	LF		\$	
2230	08051		PILES-STEEL HP14X89	775.00	LF		\$	
2240	08095		PILE POINTS-14 IN	16.00	EACH		\$	
2250	08100		CONCRETE-CLASS A	53.40	CUYD		\$	
2260	08151		STEEL REINFORCEMENT-EPOXY COATED	25,319.00	LB		\$	
2270	08669		PRECAST PC BOX BEAM SB21	272.50	LF		\$	
2280	23813EC		DECK DRAIN	1.00	EACH		\$	
2290	25028ED		RAIL SYSTEM SINGLE SLOPE - 40 IN	112.60	LF		\$	

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## **PROPOSAL BID ITEMS**

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#### Report Date 7/25/22

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	<b>UNIT PRIC</b>	FP	AMOUNT
2300	26167EC	CONCRETE-CLASS AA - IC	92.60	CUYD		\$	

# Section: 0009 - DEMOBILIZATION

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FΡ	AMOUNT
2310	02568		MOBILIZATION	1.00	LS		\$	
2320	02569		DEMOBILIZATION	1.00	LS		\$	