



CALL NO. 105

CONTRACT ID. 191041

MASON COUNTY

FED/STATE PROJECT NUMBER STP BRO 5462(028)

DESCRIPTION US-68

WORK TYPE BRIDGE REPLACEMENT

PRIMARY COMPLETION DATE 284 WORKING DAYS

LETTING DATE: July 26,2019

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN DAYLIGHT TIME July 26,2019. Bids will be publicly announced at 10:00 AM EASTERN DAYLIGHT TIME.

PLANS AVAILABLE FOR THIS PROJECT.

DBE CERTIFICATION REQUIRED - 0%

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

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PART I
SCOPE OF WORK

ADMINISTRATIVE DISTRICT - 09

CONTRACT ID - 191041

STP BRO 5462(028)

COUNTY - MASON

PCN - DE08100681941

STP BRO 5462(028)

US-68 REPLACE BRIDGE ON US-68 OVER LAWRENCE CREEK 0.13 MILE SOUTHWEST OF KY-3056, A DISTANCE OF 0.15 MILES.BRIDGE REPLACEMENT SYP NO. 09-01095.00.
GEOGRAPHIC COORDINATES LATITUDE 38:40:18.00 LONGITUDE 83:47:56.00

COMPLETION DATE(S):

284 WORKING Days

APPLIES TO ENTIRE CONTRACT

CONTRACT NOTES

PROPOSAL ADDENDA

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

BID SUBMITTAL

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

JOINT VENTURE BIDDING

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

UNDERGROUND FACILITY DAMAGE PROTECTION

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

REGISTRATION WITH THE SECRETARY OF STATE BY A FOREIGN ENTITY

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

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

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

SPECIAL NOTE FOR PROJECT QUESTIONS DURING ADVERTISEMENT

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

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

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

HARDWOOD REMOVAL RESTRICTIONS

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

INSTRUCTIONS FOR EXCESS MATERIAL SITES AND BORROW SITES

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

ACCESS TO RECORDS

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

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

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

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 Capacity Rating 102.10 Delivery of Proposals
102.8 Irregular Proposals 102.14 Disqualification of Bidders
102.9 Proposal Guaranty

CIVIL RIGHTS ACT OF 1964

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

NOTICE TO ALL BIDDERS

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

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

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

SECOND TIER SUBCONTRACTS

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

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

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

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

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

DBE GOAL

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

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

OBLIGATION OF CONTRACTORS

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

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

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

CERTIFICATION OF CONTRACT GOAL

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

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

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

DBE PARTICIPATION PLAN

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

The DBE Participation Plan shall include the following:

- 1 Name and address of DBE Subcontractor(s) and/or supplier(s) intended to be used in the proposed project;
- 2 Description of the work each is to perform including the work item , unit, quantity, unit price and total amount of the work to be performed by the individual DBE. The Project Code Number (PCN), 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, the DBE's certificate of insurance, and an affidavit for bidders, offerors, and contractors from the DBE to the Division of Construction Procurement. The affidavit can be found on the Construction Procurement website. If the DBE is a supplier of materials for the project, a signed purchase order and an affidavit for bidders, offerors, and contractors 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 and nine (9) copies of this information must be received in the office of the Division of Contract Procurement no later than 12:00 noon of the tenth calendar day after receipt of notification that they are the apparent low bidder.

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

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

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

FAILURE TO MEET GOOD FAITH REQUIREMENT

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

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

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

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

SANCTIONS FOR FAILURE TO MEET DBE REQUIREMENTS OF THE PROJECT

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

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

PROMPT PAYMENT

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

CONTRACTOR REPORTING

All contractors must keep detailed records and provide reports to the Cabinet on their progress in meeting the DBE requirement on any highway contract. These records may include, but shall not be limited to payroll, lease agreements, cancelled payroll checks, executed subcontracting agreements, etc. Prime contractors will be required to complete and submit a signed and notarized affidavit (TC 18-7) and copies of checks for any monies paid to each DBE subcontractor or supplier utilized to meet a DBE goal. **These documents must be submitted within 10 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.

The Prime Contractor should supply the payment information at the time the DBE is compensated for their work. Form to use is located at:

<http://transportation.ky.gov/Construction/Pages/Subcontracts.aspx>

The prime contractor should notify the KYTC Office of Civil Rights and Small Business Development seven (7) days prior to DBE contractors commencing work on the project. The contact is Melvin Bynes and the telephone number is (502) 564-3601.

Photocopied payments and completed, signed and notarized affidavit must be submitted by the Prime Contractor to:

- Office of Civil Rights and Small Business Development
- 6th Floor West 200 Mero Street
- Frankfort, KY 40622

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.

1/27/2017

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

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

SECTION 7 is expanded by the following new Article:

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

Pursuant to Title 46CFR Part 381, the Contractor agrees

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

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

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

ASPHALT MIXTURE

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

INCIDENTAL SURFACING

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

OPTION B

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

**SPECIAL NOTE FOR
TREATMENT OF END BENT OR ABUTMENT BACKFILLS USING GEOTEXTILE
REINFORCEMENT AND ELASTIC INCLUSION
MASON COUNTY 09-1095.00**

I. DESCRIPTION

Geotextile Reinforced Backfill and Elastic Inclusion work shall consist of installation of an elasticized Expanded Polystyrene (EPS) and geotextile separation fabric between the back of concrete surfaces and backfill material, in accordance with these specifications and in conformity with manufacturer’s recommendations, the lines shown on the plans or as established by the Engineer. It also includes placing Geotextile reinforcement within the granular backfill. Construction shall be in accordance with Special Provision No. 69, Embankment at End Bent Structures, Standard Drawing RGX-100, and Standard Drawing RGX-105 except where the requirement of this note direct otherwise.

II. MATERIALS

- (a) **Geotextile Reinforcement:** The Geotextile Reinforcement utilized in the backfill shall be a woven fabric meeting the requirements Type V High Strength Geotextile Fabric of Section 843 of the Standard Specifications except that the Geotextile Reinforcement shall have a minimum Ultimate Strength of 1350 lb/ft and a minimum Strength at 2% strain of 380 lb/ft when tested by ASTM D 4595.
- (b) **Elasticized Expanded Polystyrene (EPS):** The EPS shall have a size tolerance of 1/8 inch for each dimension and conform to the following:

Physical Property	ASTM Test Method	Requirements
Compressive strength	D-1621	720 psf +/-60 psf @ 10% strain
Water absorption	C-272	Max. 3% by volume
Insect Resistance	D-3345-74	Resistance to ants, termites, etc.

The EPS shall be elasticized, with a linear-elastic stress-strain behavior up to 10 percent strain and linear proportional stress-strain behavior up to 30 percent strain.

The EPS shall contain no chlorofluorocarbons (CFCs), hydrochlorofluorocarbons (HCFCs), hydrofluorocarbons (HFCs) or formaldehyde. It shall be chemically and biologically inert when in contact with acidic and alkaline soils. It shall be treated to prevent insect attack.

Materials shall withstand temperature variations from 0°F to 140°F without deforming and shall maintain their original dimensions and placement without chipping, spalling, or cracking. Material shall not deteriorate because of contact with sodium chloride, calcium chloride, mild alkalis and acids, or other ice control materials.

The EPS shall contain a flame retardant additive.

- (c) **Spill Protection Layer:** The exposed top and side surfaces of the blocks shall be protected against chemical spill, particularly petroleum products, using a geomembrane liner. The geomembrane shall be resistant to petroleum products such as gasoline and diesel fuel. The geomembrane shall be manufactured from a tripolymer consisting of polyvinyl chloride, ethylene interpolymer alloy, and polyurethane, or a similar combination. The geomembrane shall have a minimum thickness of 0.7 mm. Seaming, if required, shall be by thermal or solvent methods. The geomembrane shall extend a minimum of twelve inches beyond the EPS surface and overlap with adjacent concrete surfaces. The geomembrane shall be stored and installed according to the manufacturer’s recommendations or as directed by the Engineer.

Special Note for Treatment of End Bent or Abutment Backfills
Using Geotextile Reinforcement and Elastic Inclusion

- (d) **Geotextile Separation Fabric:** Geotextile Fabric Type IV meeting the requirements of Section 843 of the Standard Specifications shall be placed between the geomembrane wrapped EPS and the backfill material. Fabric joints shall have a minimum overlap of twelve inches. Fabric shall extend a minimum of twelve inches beyond the EPS surface and overlap with adjacent concrete or geomembrane surfaces. Geotextile separation fabric for subsurface installation shall not be exposed to direct sunlight for more than 24 hours during installation.
- (e) **Adhesive:** Adhesive shall be used to bond the EPS to concrete surfaces, the geomembrane to the EPS and concrete, and the separation fabric to the geomembrane wrapped EPS or concrete. It shall be applied in accordance with the EPS, geomembrane, and separation fabric manufacturer's recommendations.
- (f) **Granular Backfill:** Granular Backfill material shall be crushed stone meeting the requirements of Section 805 of the Standard Specifications and conform to the following gradation:

Sieve Size	Percent Passing
1-1/2 inch	100%
No. 4	0 – 25%
No. 8	0 – 5%

III. PROCEDURES

- (a) **Preparation of Concrete Surface:** Before placement of EPS, concrete surfaces shall be abrasive blast cleaned with a positive contact sandblaster or adhesives manufacturer's recommendation and approved by the Engineer to remove all non-adherent laitance, oil, grease or other foreign or deleterious matter.
- (b) **Installation of EPS Material and Geotextile Separation Fabric:** The EPS shall be attached to the back of the concrete surfaces with an adhesive compatible with the material.

The concrete surface must be thoroughly dry and clean for adhesive for the application of the EPS. Adhesive shall be applied in accordance with the adhesive manufacturer's recommendation or approval.

The geomembrane and separation fabric may be installed after the EPS has been installed or it may be pre-attached to the EPS. The geomembrane shall cover all exposed surfaces of the EPS. The separation fabric shall cover all exposed surfaces of the geomembrane.

EPS, geomembrane, and separation fabric shall be installed in accordance with the manufacturer's recommendations.

- (c) **Installation of Wrapped Geotextile Reinforcement and Backfill:** Place Geotextile Fabric Type IV in accordance with Section 214 of the Standard Specifications where the Granular Backfill material will come in contact with embankment material. The Granular Backfill material shall be completely wrapped with Geotextile Fabric Type IV.

Place two 4-inch perforated underdrain pipes and one 6-inch underdrain pipe wrapped with Geotextile fabric in the bottom of the backfill trench at the base of the end bent/abutment as shown on the attached drawing. Place Granular Backfill in the bottom of the trench and compact as noted below. A minimum of 1 foot but no more than 2 feet of Granular Backfill should be placed in the bottom of the trench, and the actual depth should be determined in the field such that the 1 foot lifts of Geotextile Reinforcement and Granular Backfill will result in the required final grade.

Place Geotextile Reinforcement and Granular Backfill as shown in the attached drawing in lifts not to exceed 1 foot. The Geotextile Reinforcement shall be placed so that the strongest direction is perpendicular to the end bent/abutment and shall be laid so that it is taut and free of wrinkles prior to backfilling. If needed the Geotextile fabric may be overlapped or mechanically connected (sewn) in

Special Note for Treatment of End Bent or Abutment Backfills
Using Geotextile Reinforcement and Elastic Inclusion

accordance with the manufacturer's specifications except that overlaps may not be used within 4 feet of the back wall of the end bent/abutment. Vehicles shall not be allowed to operate directly on the fabric. The Geotextile Reinforcement shall wrap around to enclose the backfill material on three sides (at the end bent and side slopes).

Granular Backfill material shall be placed and spread starting at the back of the End Bent/Abutment and moving perpendicularly away from the End Bent/Abutment so that the Geotextile Reinforcement does not become wrinkled or develop slack. Each lift of the backfill material shall be compacted using a suitable compactor until there is no visible sign of further compression. A minimum of four passes shall be applied per lift. Hand operated compaction equipment such as lightweight mechanical tampers, vibratory plates, or rollers are required within 3 feet of the back of the end bent/abutment.

IV. TESTING

Elasticized EPS shall be tested by an independent commercial laboratory, to verify the material requirements specified herein. The Contractor shall provide written documentation of all tests specified. Documentation shall include style, lot, roll numbers, and actual results of each test. In addition, the name, address, phone number of the testing laboratory, and date of testing shall be provided.

Geotextile Reinforcement and geomembranes shall be tested by an independent commercial laboratory, to verify the material requirements specified herein. The Contractor shall provide written documentation of all tests specified. Documentation shall include style, lot, roll numbers, and actual results of each test. In addition, the name, address, phone number of the testing laboratory, and date of testing shall be provided.

After the EPS has been installed and before the work has been accepted, the Contractor and Inspector shall perform a visual inspection of EPS coverage and adhesion to the concrete surface. Any area deemed unacceptable and questionable as to remaining in position during the placement of the backfill material shall be replaced or repaired, as required.

V. REPAIR OF FAILED AREA OF EPS

Unacceptable portion of the EPS shall be removed and the concrete surface shall be prepared and the EPS installed in accordance with this special provision. New EPS in the repair areas shall be visually inspected after curing. The cost of all additional work for repairing or replacing of the defective joint material shall be borne by the Contractor.

VI. MEASUREMENT AND PAYMENT

Elasticized EPS will be measured in square yards along the back of backwall surface area, complete-in-place, and will be paid for at the contract unit price per square yard. Such price shall be full compensation for cleaning surface, for furnishing and installing the EPS material in accordance with these Specifications and the manufacturer's recommendations, testing, and for all material, labor, tools, equipment and incidentals necessary to complete the work. The department will not measure for payment the geomembrane and will consider it incidental to the Elasticized EPS.

Structural Granular Backfill will be measured in cubic yards using the plan quantity, increased or decreased by authorized adjustments as specified in Section 204 of the Standard Specifications. The Department will not measure for payment any Structural Granular Backfill not called for in the plans. The Department will not measure for payment the 4-inch perforated underdrain pipe and will consider it incidental to the Structural Granular Backfill

Geotextile Reinforcement and Geotextile Fabric Type IV will be measured as specified in Section 214 of the Standard Specifications.

Special Note for Treatment of End Bent or Abutment Backfills
Using Geotextile Reinforcement and Elastic Inclusion

Payment will be made under:

Pay Item	Pay Unit
Elasticized EPS (Thickness)	Square Yard
Geotextile Reinforcement	Square Yard
Fabric-Geotextile, Type IV	Square Yard
Structural Granular Backfill	Cubic Yard
Drain Pipe – 6”	Linear Foot

**SPECIAL NOTE FOR MICROPILES
FOR US 68 BRIDGE OVER LAWRENCE CREEK (ITEM NO. 9-1095.00)**

1.0 DESCRIPTION. This work shall consist of constructing micropiles as shown on the Plans, accepted working drawings and approved shop drawings and as specified herein. The micropile specialty Contractor is responsible for furnishing all required working\shop drawings, materials, products, accessories, tools, equipment, services, transportation, labor and supervision, and manufacturing techniques required for installation and testing of micropiles and pile top attachments for this project. The micropile load capacities shall be verified by verification and proof load testing as required and must meet the test acceptance criteria specified herein. Section references herein are to the Department's ~~2012-2019~~ Standard Specifications for Road and Bridge Construction.

2.0 MATERIALS.

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

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

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

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

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

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

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

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

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

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

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

- 1) The steel pipe shall not be joined by welded lap splicing.

- 2) Welded seams and splices shall be complete penetration welds.
- 3) Partial penetration welds may be restored in conformance with AWS D1.1.
- 4) The proposed welding procedure certified by a welding specialist shall be submitted for approval.

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

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

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

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

2.10 Water. Conform to Section 803.

3.0 CONSTRUCTION.

3.1 Preconstruction.

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

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

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

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

Work shall not be started, nor materials ordered, until the Engineer's written approval of the Contractor's experience qualifications is given. The Engineer may

suspend the Work if the Contractor uses non-approved personnel.

3.1.2 Construction Site Survey. Before bidding the Work, the Contractor shall review the available subsurface information and visit the site to assess the site geometry, equipment access conditions, and location of existing structures and above ground facilities.

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

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

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

- 1) Detailed step-by-step description of the proposed micropile construction and testing procedures in sufficient detail to allow the Engineer to monitor the construction and quality of the micropiles.
- 2) Proposed start date and time schedule and micropile installation schedule.
- 3) Working drawings for micropiles including items that are either not shown on the contract plans or deviations due to specific installation equipment/methods such as final bond zone drill hole diameters; splice types and locations; and reinforcing centralizers and spacers.
- 4) Shop drawings for all structural steel elements used in the micropiles, including the top bearing plate.
- 5) If welding of casing is proposed, submit the proposed welding procedure, by a qualified welding specialist.
- 6) Information on headroom and space requirements for installation equipment that verify the proposed equipment can perform at the site.
- 7) Sample micropile installation log to be used per Section 3.2.9.
- 8) Plan describing how surface water, drill flush, and excess waste grout will be controlled and disposed.
- 9) Method for measuring and determining vertical and horizontal alignment during construction. Some form of hole telemetry shall be used to measure the vertical alignment of each micropile.
- 10) Certified mill test reports for the reinforcing steel or coupon test results for permanent casing without mill certification. The ultimate strength, yield strength, elongation, and material properties composition shall be included. For API N-80 pipe casing, coupon test results may be submitted in lieu of mill certification.
- 11) Proposed Grouting Plan. The grouting plan shall include complete descriptions, details, and supporting calculations for the following:
 - a) Grout mix design and type of materials to be used in the grout, including certified test data and trial batch reports.
 - b) Methods and equipment for accurately monitoring and recording the grout depth, grout volume and grout pressure as the grout is being placed.
 - c) Grouting rate calculations, when requested by the Engineer. The

calculations shall be based on the initial pump pressures or static head on the grout and losses throughout the placing system, including anticipated head of drilling fluid (if applicable) to be displaced.

- d) Estimated curing time for grout to achieve specified strength. Previous test results for the proposed grout mix completed within one year of the start of grouting may be submitted for initial verification and acceptance and start of production work. During production, grout shall be tested in accordance with Section 3.2.8.
 - e) Procedure and equipment for Contractor monitoring of grout quality.
- 12) Detailed plans for the proposed micropile load testing method. This shall include all drawings, details, and structural design calculations necessary to clearly describe the proposed test method, reaction load system capacity and equipment setup, types and accuracy of apparatus to be used for applying and measuring the test loads and pile top movements in accordance with Section 3.3, Pile Load Tests.
- 13) Calibration reports and data for each test jack, pressure gauge and master pressure gauge and electronic load cell to be used. The calibration tests shall have been performed by an independent testing laboratory, and tests shall have been performed within 90 calendar days of the date submitted. Testing shall not commence until the Engineer has reviewed and accepted the jack, pressure gauge, master pressure gauge and electronic load cell calibration data.

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

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

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

3.2 General Construction.

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

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

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

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

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

3.2.6 Hole Telemetry. Upon advancing the micropile to the bedrock surface and prior to advancing the micropile into the bond zone, the Contractor shall measure the vertical alignment of the cased section of each micropile using a method of hole telemetry that is approved by the Department. Where the micropile is determined to be out of tolerance, the out-of-tolerance hole shall be grouted and the micropile redrilled. There will be no extra payment for grouting and redrilling out-of-tolerance micropiles, except if the existing H-piles cause the micropile to deviate from the acceptable vertical tolerances.

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

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

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

insertion.

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

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

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

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

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

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

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

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

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

- 1) Reference number of micropile
- 2) Date and time begun and completed for both drilling and grouting
- 3) Equipment used and operator
- 4) Factored Design load (compression and/or tension)
- 5) Micropile drilling logs indicating:
 - a) penetration rates (feet depth per minute)
 - b) downpressure
 - c) materials encountered, including flush return description
 - d) elevation of obstructions, if any
 - e) elevation of karst, solution features or voids, if any
 - f) ground elevation
 - g) elevation of groundwater or seepage encountered
 - h) final tip elevation
 - i) casing length above and below bottom of footing
 - j) plunge length
 - k) bond length
 - l) total micropile length
 - m) description of unusual installation behavior or conditions
- 6) grouting rates (cubic yards per feet depth)
- 7) grouting pressures (pounds per square inch per feet depth)
- 8) total grout quantities (cubic yards)
- 9) casing materials and dimensions
- 10) reinforcing material, size and lengths, and
- 11) compliance with tolerances.

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

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

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

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

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

equipment will not be required during the test.

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

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

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

3.3.2 Verification Tests. Perform pre-production verification pile load testing on sacrificial (non-production) test piles, unless noted otherwise in the Plans, to verify the design of the pile system and the construction methods proposed prior to installing any production piles. Sacrificial verification test piles shall be constructed in conformance with the Plans and the accepted Working Drawings. The number and approximate locations of verification test piles shall be as shown on the Plans.

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

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

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

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

3.3.3 Verification Test Loading Schedule. Test verification piles designated for

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

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

~~To reduce the contribution of the overburden soils on the resistance, Loading Cycle 3 of the Verification Test Loading Schedule in the project specific "Special Note for Micropiles" shall be repeated 5 times between Loading Cycles 2 and 4. During the initial 4 times of performing Loading Cycle 3, each applied load only needs to be held for 1 minute. During the fifth instance of repeating Load Cycle 5, the applied loads shall be held for the times indicated in the referenced schedule.~~

VERIFICATION TEST LOADING SCHEDULE			
STEP	LOADING	APPLIED LOAD	HOLD TIME (Min.)
1	Apply AL		2.5
2	Cycle 1	0.10 NR	2.5
		0.20 NR	2.5
		0.30 NR	2.5
		AL	1
3	Cycle 2	0.10 NR	1
		0.20 NR	1
		0.30 NR	1
		0.40 NR	2.5
		0.50 NR	2.5
		AL	1
4*	Cycle 3*	0.10 NR	1
		0.50 NR	1
		0.60 NR	2.5
		0.70 NR	60 minutes (Creep Test)
		0.80 NR	2.5
		AL	1
5	Cycle 4	0.10 NR	1
		0.80 NR	1
		0.90 NR	2.5
		1.00 NR	10
		0.75 NR	5
		0.50 NR	5
		0.25 NR	5
		AL	5
AL = Alignment Load not to exceed 0.05 NR NR = Nominal Geotechnical Resistance (As Shown on Plans) *Loading Cycle 3 shall be repeated 5 times. During the initial 4 times of performing Loading Cycle 3, each applied load only needs to be held for 1 minute. During the fifth instance of repeating Load Cycle 5, the applied loads shall be held for the times indicated in the above schedule.			

~~To reduce the contribution of the overburden soils on the resistance, Loading Cycle~~

3 of the Verification Test Loading Schedule in the project-specific "Special Note for Micropiles" shall be repeated 5 times between Loading Cycles 2 and 4. During the initial 4 times of performing Loading Cycle 3, each applied load only needs to be held for 1 minute. During the fifth instance of repeating Load Cycle 5, the applied loads shall be held for the times indicated in the referenced schedule.

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

The acceptance criteria for micropile verification load tests are:

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

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

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

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

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

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

The acceptance criteria for micropile proof load tests are:

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

load where the slope of the load versus head settlement curve first exceeds 0.025 inch/kip.

3.3.7 Proof Test Pile Rejection. If a proof-tested micropile fails to meet the acceptance criteria, proof test another micropile in the immediate vicinity. For failed piles and further construction of other piles, modify the design, the construction procedure, or both. These modifications include, but are not limited to, installing replacement micropiles, incorporating piles of reduced load capacities, modifying the installation methods, increasing the bond length, or changing the micropile type. Any modification which requires changes to the structure must have prior review and acceptance of the Engineer through submittals. Determine the cause for any modifications of design or construction procedures to appropriately determine any additional cost implications.

3.4 Abandoned Holes. In the event a micropile cannot be advanced to the design tip elevation due to interference from the existing H-piles below grade (i.e., the bottom of pile cap elevation), the micropile location shall be abandoned, the permanent casing shall be extracted and reused (if possible), and the hole shall be grouted. The hole may be tremie grouted with flowable fill or an approved mixture of grout with a minimum compressive strength of 250 psi at 28 days. The grout mixture shall consider the effects of the rather porous in-situ pile core and shot-rock fill materials. There will be no extra payment for grout or flowable fill overruns.

4.0 MEASUREMENT.

4.1 Micropile. The Department will not measure for payment any non-production trial piles, failed test piles or reaction piles. No distinction in measurement is made between cased or uncased piling. The contractor is responsible for estimating the grout take. There will be no extra payment for grout overruns or special installation materials, procedures or equipment to prevent or reduce grout overruns. Where piles are out of vertical tolerance, there will be no extra payment for replacement piles, or for grouting and re-drilling piles to achieve the required tolerance, unless the pile is interfered by the existing H-piles (see Pay Items for Abandoned Micropile Hole and for Damaged Casing from H-Pile Interference).

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

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

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

4.2 Micropile Verification Test. For each verification test micropile installed according to the plans and is tested and accepted, the Department will measure the quantity by

SPECIAL NOTE FOR EROSION PREVENTION AND SEDIMENT CONTROL

Mason County SYP 09-1095.00

When required, the Contractor shall be responsible for filing the Kentucky Pollution Discharge Elimination System (KPDES) KYR10 permit Notice of Intent (NOI) with the Kentucky Division of Water (DOW) and any KPDES local Municipal Separate Storm Sewer System (MS4) program that has jurisdiction. The NOI shall name the contractor as the Facility Operator and include the KYTC Contract ID Number (CID) for reference.

The Contractor shall perform all temporary erosion/sediment control functions including: providing a Best Management Practice (BMP) Plan, conducting required inspections, modifying the BMP plan documents as construction progresses and documenting the installation and maintenance of BMPs in conformance with the KPDES KYR10 permit effective on August 1, 2009 or a permit re-issued to replace that KYR10 permit. This work shall be conducted in conformance with the requirements of Section 213 of KYTC 2019 Department of Highways, Standard Specifications for Road and Bridge Construction.

The Contractor shall perform all final seeding and protection, in accordance with the plans and Section 212 of the KYTC 2019 Department of Highways, Standard Specifications for Road and Bridge Construction.

Contrary to Section 213.03.03, paragraph 2, the Engineer shall conduct inspections as needed to verify compliance with Section 213 of KYTC 2019 Department of Highways, Standard Specifications for Road and Bridge Construction. The Engineer's inspections shall be performed a minimum of once per month and within seven days after a storm of ½ inch or greater. Copies of the Engineer's inspections shall not be provided to the contractor unless improvements to the BMP's are required. The contractor shall initiate corrective action within 24 hours of any reported deficiency and complete the work within 5 days. The Engineer shall use Form TC 63-61 A for this report. Inspections performed by the Engineer do not relieve the Contractor of any responsibility for compliance with the KPDES permit. If corrections are not made within the 5 days specified, liquidated damages will apply at the rate specified in the Liquidated Damages note in the contract.

Contrary to Section 212.05 and 213.05, bid items for temporary BMPs and items for permanent erosion control will not be listed and will be replaced with one lump sum item for the services. Payment will be pro-rated based on the Project Schedule as submitted by the Contractor and as agreed to by the Engineer.

The contractor shall be responsible for applying "good engineering practices". The contractor may use any temporary BMPs and permanent BMPs that fall within the guidance of the 2019 Standard Specifications, KYTC's Best Management Practices manual, and with the approval of the KYTC Engineer.

The contractor shall provide the Engineer copies of all documents required by the KPDES permit at the time they are prepared.

The contractor shall be responsible for the examination of the soils to be encountered and make his own independent determination of the temporary BMPs that will be required to accomplish effective erosion prevention and sediment control.

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

SPECIAL NOTE FOR CONCRETE PATCHING REPAIR
MASON COUNTY SYP 9-1095.00

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

- I. DESCRIPTION. Perform all work in accordance with the Department's current Standard Specifications for Roads and Bridges, 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) Remove existing spalled/delaminated concrete; (3) Prepare the existing surface for concrete patching; (4) Place hook fasteners and welded wire fabric over surfaces to be repaired (where applicable); (5) Apply concrete patching as specified by this note and as shown on the attached detail drawings; (6) Finish and cure the new Concrete Patches; (7) Maintain & control traffic; and, (8) Any other work specified as part of this contract.

- II. MATERIALS.

- A. Self-Consolidating Concrete. Refer to list of approved materials or Kentucky Product Evaluation List.
- B. Vertical and Overhead Patch Material. From approved KYTC Division of Materials List.
- C. Steel Reinforcement. Use Grade 60. See Section 602
- D. Welded Steel Wire Fabric (WWF). Conform to Section 811
- E. Hook Fasteners. Use commercial grade galvanized hook fasteners. Minimum 3/16" diameter.

- III. CONSTRUCTION.

- A. Concrete Removal and Preparation. The Contractor, as directed by the Engineer shall locate and remove all loose, spalled, deteriorated and delaminated concrete. Sounding shall be used to locate delaminated areas. Care shall be exercised not to damage areas of sound concrete or reinforcing steel during concrete removal operations. Concrete removal shall be in accordance with a sequence approved by the Engineer.

Concrete removal shall be accomplished by chipping with hand picks, chisels or light duty pneumatic or electric chipping hammers (not to exceed 15 lbs.).

Remove all deteriorated loose concrete a minimum depth of $\frac{3}{4}$ " behind bar, and at least $\frac{1}{4}$ " greater than the largest size of aggregate in the repair mix., Care shall be taken to not damage bond to adjacent non-exposed reinforcing steel during concrete removal processes. Unless specifically directed by the Engineer, depth of removal shall not exceed 6 inches. The outer edges of all chipped areas shall be saw cut to a minimum depth of 1 inch to prevent featheredging unless otherwise approved by the Engineer.

The perimeter of all areas where concrete is removed shall be sawcut at a 90° angle.

After all deteriorated concrete has been removed; the repair surface to receive concrete patching shall be prepared by abrasive blast cleaning or water blast cleaning (greater than 5,000 psi). Abrasive blast cleaning shall remove all fractured surface concrete and all traces of any unsound material or contaminants such as oil, grease, dirt, slurry, or any materials which could interfere with the bond of freshly placed concrete. The abrasive blast cleaning shall produce a Concrete Surface Profile (CSP) of a 6 or greater as per the current guidelines established by the International Concrete Repair Institute (ICRI), Technical Guideline 310.2R-2013.

The Contractor shall dispose all removed material in an approved site.

- B. Steel Reinforcement. All corroded reinforcing steel exposed during concrete removal shall have corrosion products removed by abrasive grit blasting or wire brush whichever is more appropriate. Furnish for replacement, as directed by the Engineer, additional linear feet of steel reinforcing bars $\frac{1}{2}$ " diameter by 20-foot lengths. Place these bars in areas deemed by the Engineer to require additional reinforcement. Field cutting and bending is permitted. Deliver unused bars to the nearest County Maintenance Barn.

Reinforcing steel displaying deep pitting or loss of more than 20 percent of cross-sectional area shall be removed and replaced. Reinforcement shall be placed such that the minimum spacing around each bar is three times the maximum aggregate size to allow for proper encapsulation with concrete patching.

Intersecting reinforcing bars shall be tightly secured to each other using tie wire and adequately supported to minimize movement during concrete placement.

- C. Concrete Repairs. Place and finish the new concrete for the patching area in accordance with the manufacturer's recommendations, as shown on the

attached detail drawings, and as directed by the Engineer. For repairs greater than 1 square foot in surface area, the contractor must use self-consolidating repairs and use a form-and-pour technique (hand application is not allowed). Vertical and Overhead Patching material may be applied by hand troweling for repairs less than one square foot. The Engineer shall approve the Contractor's method of placing and consolidating the concrete prior to the beginning of this operation.

- D. Curing. On completion of finishing operation, patching concrete shall immediately be prevented from drying out and cracking by fogging, wetting, and/or any appropriate method approved by the Engineer. Curing shall continue for the duration recommended by the product manufacturer.

- F. Quality Control/Testing. After completion of the curing, tensile bond testing shall be performed. The testing shall be in accordance with ICRI Technical Guideline 210.3R and ASTM C1583/C1583M. Up to one location per substructure unit and one location per span shall be performed, as directed by the Engineer. Repair of the test areas is to follow the guidance in this note. No additional payment will be made for testing or for the repair of testing locations.

Each Contractor submitting a bid for this work shall make a thorough inspection of the site prior to submitting his bid and shall thoroughly familiarize himself with existing conditions so that the work can be expeditiously performed after a contract is awarded. Submission of a bid will be considered evidence of this inspection having been made. Any claims resulting from site conditions will not be honored by the Department. Quantities given are approximate. The quantity for "Concrete Patching Repair" shall be bid with the contingency that quantities may be increased, decreased, or eliminated by the Engineer. Dispose of all removed material entirely away from the job site as approved by the Engineer. This work is incidental to the contract unit price for "Concrete Patching Repair".

IV. MEASUREMENT

- A. Concrete Patching Repair. The Department will measure the quantity per square feet of each area restored. Double payment will not be made on both faces of corner repairs.

- B. Steel Reinforcement. See Section 602. Steel reinforcement will not be measured for payment, but shall be considered incidental to "Concrete Patching Repair".

V. PAYMENT

- A. Concrete Patching Repair. Payment at the contract unit price per square feet is full compensation for the following: (1) Furnish all labor, materials, tools, equipment; (2) preparation of specified areas including removing and disposing of specified existing materials; (3) place, finish and cure new concrete patches; and (4) all incidentals necessary to complete the work as specified by this note and as shown on the attached detail drawings.
- B. Steel Reinforcement. See Section 602.

The Department will consider payment as full compensation for all work required by these notes and detail drawings.

SPECIAL NOTE FOR EPOXY INJECTION CRACK REPAIR

Mason County SYP 09-1095.00

I. DESCRIPTION

Perform all work in accordance with the Kentucky Transportation Cabinet, Department of Highways 2019 Standard Specifications for Road and Bridge Construction and applicable Supplemental Specifications, the Standard Drawings, this Note, and the Contract Documents. Section references are to the Standard Specifications.

This work consists of the following:

1. Furnish all labor, materials, tools, equipment, and incidental items necessary to complete the work.
2. Provide safe access to the bridge, in accordance with Section 107.01.01, for the Engineer to sound possible repair areas and for workers to complete the construction.
3. Drill injection port holes.
4. Epoxy injection.
5. Finish the repaired surface.
6. Obtain core samples for the Engineer's visual inspection.
7. Repair core holes.
8. Any other work specified as part of this contract.

II. MATERIALS, EQUIPMENT, PERSONNEL

A. Type IV Epoxy Resin. Use either Category I or II suitable for epoxy injection applications. See Section 826. All cracks shall be injected using an adhesive suitable for the field conditions (crack width, temperature, humidity, etc.) recommended by the adhesive manufacture as shown on material data sheets.

B. Equipment. Equipment used to inject the epoxy shall meet the recommendations of the epoxy injection material manufacturer.

C. Personnel. Arrange to have a manufacturer's representative at the job site to familiarize him and the Engineer with the epoxy materials, application procedures and recommended pressure practice. The representative shall direct at least one complete crack or area injection and be assured prior to his departure from the project that the personnel are adequately informed to satisfactorily perform the remaining repairs.

Furnish the Engineer a copy of the manufacturer's comprehensive preparation, mixing and application instructions which have been developed especially for use with the proposed epoxy injection system. Ensure that any significant changes to these instructions which are recommended by the representative for an unanticipated situation have been approved by the Engineer prior to the adoption of such changes.

III. CONSTRUCTION

- A. Investigate Remedial Action.** If the crack is larger than or equal to 0.025" wide or has rust stains, repair the crack by epoxy injection. If the crack is less than 0.025" wide, the crack shall be sealed in accordance with the Special Note for Concrete Sealing. Areas of map cracking are to be sounded by the Engineer with a hammer. If the areas are delaminated or spalled, they shall be repaired in accordance with the Special Note for Concrete Patching. Otherwise, the cracks shall be repaired in accordance with this Note.
- B. Drill Injection Port Holes.** Install injection ports or tees in cracks to be injected. Space injection ports or tees at 6 to 12 inches vertically and 6 to 18 inches horizontally but in no case closer together than the thickness of the concrete member if full depth penetration is desired unless otherwise specified or directed. Set ports or tees in dust free holes made either with vacuum drills or chipping hammers.
- C. Epoxy Injection.** Seal all surface cracks in the area to be repaired, after injection ports or tees have been inserted into the holes, with paste epoxy between ports to insure retention of the pressure injection within the confines of the member. An alternate procedure of sealing the cracks before the injection holes have been made can be submitted to the Engineer for approval. Limit the application of paste epoxy to clean and dry surfaces. Limit substrate temperatures to not less than 45°F during epoxy applications.
- Begin the epoxy injection at the bottom of the fractured area and progress upward using a port or tee filling sequence that will ensure the filling of the lowermost injection ports or tees first.
- Establish injection procedures and the depths and spacings of holes at injection ports or tees. Use epoxy with flow characteristics and injection pressure that ensure no further damage will be done to the member being repaired. Ensure that the epoxy will first fill the innermost portion of the cracked concrete and that the potential for creating voids within the crack or epoxy will be minimized.
- D. Finish the Repaired Surface.** Remove the injection ports or tees flush with the concrete surface after the fractured area has been filled and the epoxy has partially cured (24 hours at ambient temperature not less than 60°F, otherwise not less than 48 hours). Roughen the surfaces of the repaired areas to achieve uniform surface texture. Remove any injection epoxy runs or spills from concrete surfaces.
- E. Obtain Core Samples.** Obtain two 4-inch diameter core samples in the first 25 linear feet of crack repaired and one core for each 25 linear feet thereafter. Take the core samples from locations determined by the Engineer and for the full crack depth. Cores will be visibly examined by the Engineer to determine the extent of epoxy penetration.

F. Repair Core Holes. Repair core holes in the concrete with non-shrink grout in accordance with Section 601.03.03(B) within 24 hours.

IV. MEASUREMENT

The Department will measure the quantity in linear feet along the centerline of the cracks. The Department will not measure preparation of the site for the Engineer's access or removal and reapplication of repairs that do not satisfy the Engineer's approval for payment and will consider them incidental to "Epoxy Injection Crack Repair".

V. PAYMENT.

The Department will make payment for the completed and accepted quantities of concrete cracks repaired with epoxy injection under the following:

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
23744EC	Epoxy Injection Crack Repair	Linear Feet

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

Special Note for Bridge Demolition, Renovation and Asbestos Abatement

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

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



Matthew G. Bevin
Governor

COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET
Frankfort, Kentucky 40622
www.transportation.ky.gov/

Greg Thomas
Secretary

Asbestos Inspection Report

To: Karen Mynhier

District: 9

Date: April 24, 2019

Conducted By: O'Dail Lawson

Report Prepared By: O'Dail Lawson

Project and Structure Identification

Project Number: Mason 9-1095.00

Structure ID: 081B00067N

Structure Location: US-68 over Lawrence Creek

Sample Description: The samples collected were negative for asbestos.

Inspection Date: April 12, 2019

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 ([DEP7036 Form](#)) which is to be submitted to the Kentucky Division of Air Quality prior to abatement, demolition, or renovation of any building or structure in the Commonwealth.



ENVIRONMENTAL TRAINING CONCEPTS, INC

P.O Box 99608 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


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


Name - Training Manager

Expiration Date: 04-16-2020


Name - Instructor

	KENTUCKY TRANSPORTATION CABINET Department of Highways DIVISION OF RIGHT OF WAY & UTILITIES	TC 62-226 Rev. 01/2016 Page 1 of 1
RIGHT OF WAY CERTIFICATION		

<input checked="" type="checkbox"/> Original	<input type="checkbox"/> Re-Certification	RIGHT OF WAY CERTIFICATION	
ITEM #	COUNTY	PROJECT # (STATE)	PROJECT # (FEDERAL)
09-1095.00	Mason	081 0068 016-018	STPBRO5462028

PROJECT DESCRIPTION
 REPAIR BRIDGE ON US 68 OVER LAWRENCE CREEK 0.13 MI SW OF KY 3056. (081B00067N)(16CCR)

No Additional Right of Way Required
 Construction will be within the limits of the existing right of way. The right of way was acquired in accordance to FHWA regulations under the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, as amended. No additional right of way or relocation assistance were required for this project.



Condition # 1 (Additional Right of Way Required and Cleared)
 All necessary right of way, including control of access rights when applicable, have been acquired including legal and physical possession. Trial or appeal of cases may be pending in court but legal possession has been obtained. There may be some improvements remaining on the right-of-way, but all occupants have vacated the lands and improvements, and KYTC has physical possession and the rights to remove, salvage, or demolish all improvements and enter on all land. Just Compensation has been paid or deposited with the court. All relocations have been relocated to decent, safe, and sanitary housing or that KYTC has made available to displaced persons adequate replacement housing in accordance with the provisions of the current FHWA directive.

Condition # 2 (Additional Right of Way Required with Exception)
 The right of way has not been fully acquired, the right to occupy and to use all rights-of-way required for the proper execution of the project has been acquired. Some parcels may be pending in court and on other parcels full legal possession has not been obtained, but right of entry has been obtained, the occupants of all lands and improvements have vacated, and KYTC has physical possession and right to remove, salvage, or demolish all improvements. Just Compensation has been paid or deposited with the court for most parcels. Just Compensation for all pending parcels will be paid or deposited with the court prior to AWARD of construction contract

Condition # 3 (Additional Right of Way Required with Exception)
 The acquisition or right of occupancy and use of a few remaining parcels are not complete and/or some parcels still have occupants. All remaining occupants have had replacement housing made available to them in accordance with 49 CFR 24.204. KYTC is hereby requesting authorization to advertise this project for bids and to proceed with bid letting even though the necessary right of way will not be fully acquired, and/or some occupants will not be relocated, and/or the just compensation will not be paid or deposited with the court for some parcels until after bid letting. KYTC will fully meet all the requirements outlined in 23 CFR 635.309(c)(3) and 49 CFR 24.102(j) and will expedite completion of all acquisitions, relocations, and full payments after bid letting and prior to AWARD of the construction contract or force account construction.

Total Number of Parcels on Project	EXCEPTION (S) Parcel #	ANTICIPATED DATE OF POSSESSION WITH EXPLANATION
Number of Parcels That Have Been Acquired		
Signed Deed		
Condemnation		
Signed ROE		

Notes/ Comments (Use Additional Sheet if necessary)

LPA RW Project Manager		Right of Way Supervisor	
Printed Name		Printed Name	James R Mason Digitally signed by James R. Mason
Signature		Signature	 Date: 2019.06.11 09:13:08 -04'00'
Date		Date	06/11/2019
Right of Way Director		FHWA No Signature Required as per FHWA-KYTC Current Stewardship Agreement	
Printed Name	DM Loy Digitally signed by DM Loy	Printed Name	
Signature	 Date: 2019.06.17 07:57:03 -04'00'	Signature	
Date		Date	

UTILITIES AND RAIL CERTIFICATION NOTE

Mason County
STPBRO5462028
FD55 081 0068 016-018
Mile point: 16.800 TO 17.200
REPAIR BRIDGE ON US 68 OVER LAWRENCE CREEK 0.13 MI SW OF KY 3056. (081B00067N)(16CCR)
ITEM NUMBER: 09-1095.00

PROJECT NOTES ON UTILITIES

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

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

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

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

UTILITIES AND RAIL CERTIFICATION NOTE

Mason County
STPBRO5462028
FD55 081 0068 016-018
Mile point: 16.800 TO 17.200
REPAIR BRIDGE ON US 68 OVER LAWRENCE CREEK 0.13 MI SW OF KY 3056. (081B00067N)(16CCR)
ITEM NUMBER: 09-1095.00

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

Not Applicable

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

Fleming-Mason Energy Cooperative, Inc. - Electric

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

UTILITIES AND RAIL CERTIFICATION NOTE

<p>Mason County STPBRO5462028 FD55 081 0068 016-018 Mile point: 16.800 TO 17.200 REPAIR BRIDGE ON US 68 OVER LAWRENCE CREEK 0.13 MI SW OF KY 3056. (081B00067N)(16CCR) ITEM NUMBER: 09-1095.00</p>
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THE FOLLOWING FACILITY OWNERS HAVE FACILITIES TO BE RELOCATED/ADJUSTED BY THE ROAD CONTRACTOR AS INCLUDED IN THIS CONTRACT

Not Applicable

RAIL COMPANIES HAVE FACILITIES IN CONJUNCTION WITH THIS PROJECT AS NOTED

No Rail Involvement Rail Involved Rail Adjacent

UTILITIES AND RAIL CERTIFICATION NOTE

Mason County
STPBRO5462028
FD55 081 0068 016-018
Mile point: 16.800 TO 17.200
REPAIR BRIDGE ON US 68 OVER LAWRENCE CREEK 0.13 MI SW OF KY 3056. (081B00067N)(16CCR)
ITEM NUMBER: 09-1095.00

AREA FACILITY OWNER CONTACT LIST

Facility Owner	Address	Contact Name	Phone	Email
Fleming-Mason Energy Cooperative, Inc. - Electric	PO Box 328 Flemingsburg KY 41041	Brandon Hunt	6068452661	bhunt@fme.coop

N O T I C E

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

PROJECT: Mason County, Item No. 9-1095
US 68 Bridge Repair over Lawrence Creek

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

-83.799116 38.671651 Repair the existing bridge over Lawrence Creek. The **perennial** stream will have minor impacts below the normal high water. The impacts will be **temporary** in nature. The height of the bridge and steep surrounding terrain will require the use of a temporary crossing in the area of the bridge to complete repairs.

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

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

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



MATTHEW G. BEVIN
GOVERNOR

CHARLES G. SNAVELY
SECRETARY

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

R. BRUCE SCOTT
COMMISSIONER

300 SOWER BOULEVARD
FRANKFORT, KENTUCKY 40601

**General Certification--Nationwide Permit # 14
Linear Transportation Projects**

This General Certification is issued March 19, 2017, in conformity with the requirements of Section 401 of the Clean Water Act of 1977, as amended (33 U.S.C. §1341), as well as Kentucky Statute KRS 224.16-050.

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

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

For all other operations, the Commonwealth of Kentucky hereby certifies under Section 401 of the Clean Water Act (CWA) that it has reasonable assurances that applicable water quality standards under Kentucky Administrative Regulations Title 401, Chapter 10, established pursuant to Sections 301, 302, 304, 306 and 307 of the CWA, will not be violated for the activity covered under NATIONWIDE PERMIT 14, namely Linear Transportation Projects, provided that the following conditions are met:

1. The activity will not occur within surface waters of the Commonwealth identified by the Kentucky Division of Water as Outstanding State or National Resource Water, Cold Water Aquatic Habitat, or Exceptional Waters.
2. The activity will not occur within surface waters of the Commonwealth identified as perpetually-protected (e.g. deed restriction, conservation easement) mitigation sites.
3. The activity will impact less than 1/2 acre of wetland/marsh.

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4. The activity will impact less than 300 linear feet of surface waters of the Commonwealth. Stream realignment greater than 100 feet and in-stream stormwater detention/retention basins are not covered under this general water quality certification.
5. For complete linear transportation projects, all impacts shall not exceed a cumulative length of 500 linear feet within each Hydrologic Unit Code (HUC) 14.
6. Any crossings must be constructed in a manner that does not impede natural water flow.
7. Stream impacts covered under this General Water Quality Certification and undertaken by those persons defined as an agricultural operation under the Agricultural Water Quality Act must be completed in compliance with the Kentucky Agricultural Water Quality Plan (KWQP).
8. 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.
9. Activities that do not meet the conditions of this General Water Quality Certification require an Individual Section 401 Water Quality Certification.
10. Activities qualifying for coverage under this General Water Quality Certification are subject to the following conditions:
 - Projects requiring in-stream stormwater detention/retention basins shall require individual water quality certifications.
 - 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 (401 KAR 10:031 Section 2 and KRS 224.70-100).
 - 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,

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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.

- Measures shall be taken to prevent or control spills of fuels, lubricants, or other toxic materials used in construction from entering the watercourse.
- Removal of riparian vegetation in the utility line right-of-way shall be limited to that necessary for equipment access.
- To the maximum extent practicable, all in-stream work under this certification shall be performed under low-flow conditions.
- 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.
- 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.
- 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.
- 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 KDOW shall be notified immediately by calling (800) 928-2380.

Non-compliance with the conditions of this general certification or violation of Kentucky state water quality standards may result in civil penalties.

2017 Nationwide Permits Regional and Permit-Specific Conditions COMMONWEALTH OF KENTUCKY

These regional conditions are in addition to, but do not supersede, the requirements in the Federal Register (Volume 82, No. 4 of January 6, 2017, pp 1860).

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

1. For activities that would impact Outstanding State or National Resource Waters (OSNRWs), Exceptional Waters (EWs), Coldwater Aquatic Habitat Waters (CAHs) under the Endangered Species Act for the NWP listed below, a Pre-Construction Notification (PCN) will be required to the Corps. The Corps will coordinate with the appropriate resource agencies (see attached list) on these NWP (Section 404 activities), for impacts to these waters.

NWP 3 (Maintenance)

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

NWP 5 (Scientific Measurement Devices)

NWP 6 (Survey Activities)

NWP 7 (Outfall Structures and Associated Intake Structures)

NWP 12 (Utility Line Activities)

NWP 13 (Bank Stabilization)

NWP 14 (Linear Transportation Projects)

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

NWP 16 (Return Water from Upland Contained Disposal Areas)

NWP 17 (Hydropower Projects)

NWP 18 (Minor Discharges)

NWP 19 (Minor Dredging)

NWP 20 (Response Operations for Oil or Hazardous Substances)

NWP 21 (Surface Coal Mining Activities)

NWP 22 (Removal of Vessels)

NWP 23 (Approved Categorical Exclusions)

NWP 25 (Structural Discharges)

NWP 27 (Aquatic Habitat Restoration, Establishment, and Enhancement Activities)

NWP 29 (Residential Developments)

NWP 30 (Moist Soil Management for Wildlife)

NWP 31 (Maintenance of Existing Flood Control Facilities)

NWP 32 (Completed Enforcement Actions)

NWP 33 (Temporary Construction, Access, and Dewatering)

NWP 34 (Cranberry Production Activities)

NWP 36 (Boat Ramps)

NWP 37 (Emergency Watershed Protection and Rehabilitation)

NWP 38 (Cleanup of Hazardous and Toxic Waste)

NWP 39 (Commercial and Institutional Developments)

NWP 40 (Agricultural Activities)

- NWP 41 (Reshaping Existing Drainage Ditches)
 - NWP 42 (Recreational Facilities)
 - NWP 43 (Stormwater Management Facilities)
 - NWP 44 (Mining Activities)
 - NWP 45 (Repair of Uplands Damaged by Discrete Events)
 - NWP 46 (Discharges in Ditches)
 - NWP 48 (Commercial Shellfish Aquaculture Activities)
 - NWP 49 (Coal Remining Activities)
 - NWP 50 (Underground Coal Mining Activities)
 - NWP 51 (Land-Based Renewable Energy Generation Facilities)
 - NWP 52 (Water-Based Renewable Energy Generation Pilot Projects)
 - NWP 53 (Removal of Low-Head Dams)
 - NWP 54 (Living Shorelines)
2. In addition to the notification and agency coordination requirements in the NWP's, for impacts greater than 0.25 acres in all "waters of the U.S." for the NWP's listed below, a PCN will be required to the Corps. The Corps will coordinate with the appropriate resource agencies (see attached list) on these NWP's:
- NWP 3 (Maintenance)
 - NWP 7 (Outfall Structures and Associated Intake Structures)
 - NWP 12 (Utility Line Activities)
 - NWP 14 (Linear Transportation Projects)
 - NWP 29 (Residential Developments)
 - NWP 39 (Commercial and Institutional Developments)
 - NWP 40 (Agricultural Activities)
 - NWP 41 (Reshaping Existing Drainage Ditches)
 - NWP 42 (Recreational Facilities)
 - NWP 43 (Stormwater Management Facilities)
 - NWP 44 (Mining Activities)
 - NWP 51 (Land-Based Renewable Energy Generation Facilities)
 - NWP 52 (Water-Based Renewable Energy Generation Pilot Projects)
 - NWP 53 (Removal of Low-Head Dams)
3. For activities in all "waters of the U.S." for the NWP's listed below, a PCN will be required to the Corps. The Corps will coordinate with the appropriate resource agencies (see attached list) on these NWP's:
- NWP 21 (Surface Coal Mining Activities)
 - NWP 27 (Aquatic Habitat Restoration, Establishment & Enhancement Activities)
 - NWP 49 (Coal Remining Activities)
 - NWP 50 (Underground Coal Mining Activities)
4. Nationwide Permit No. 14 – Linear Transportation Projects.
- (a) New road alignments or realignments are limited to a permanent loss of 500 linear feet of intermittent or perennial stream length at each crossing. Road crossings with permanent losses greater than 500 linear feet of intermittent or perennial stream associated with new

alignments or realignments will be evaluated as an individual permit (i.e., a Letter of Permission or as a Standard Individual Permit).

- (b) In addition to the notification requirements contained in NWP 14, the permittee must submit a PCN to the district engineer prior to commencing the activity for the permanent loss of greater than 300 feet of ephemeral, intermittent and perennial stream of all "waters of the U.S." (See General Condition 32 and the definition of "loss of waters of the United States" in the Nationwide Permits for further information.)
5. Notification in accordance with General Condition 32 is required to the Corps for all activities which are subject to jurisdiction under Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).
 6. All applications are required as both a paper copy and in an electronic media format, including electronic mail or compact disc.
 7. For all activities, the applicant shall review the U.S. Fish and Wildlife Service's IPaC website: <http://ecos.fws.gov/ipac> to determine if the activity might affect threatened and/or endangered species or designated critical habitat. If federally-listed species or designated critical habitat are identified, a PCN in accordance with General Condition 18 and 32 would be triggered and the official species list generated from the IPaC website must be submitted with the PCN.

Further information:

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

Information on Pre-Construction Notification (PCN) can be found at NWP General Condition No. 32 in the Federal Register (Volume 81, No. 105 of June 1, 2017, pp 35211).

COORDINATING RESOURCE AGENCIES

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

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

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

Commissioner
Department of Fish and Wildlife Resources
#1 Game Farm Road
Frankfort, Kentucky 40601

Executive Director and State Historic Preservation Officer
Kentucky Heritage Council
300 Washington Street
Frankfort, Kentucky 40601

**ADDITIONAL COORDINATING RESOURCE AGENCY
FOR NWPS 21, 49, AND 50**

Kentucky Department for Natural Resources
Division of Mine Permits
300 Sower Boulevard
Frankfort, KY 40601

Terms for Nationwide Permit No. 14
Linear Transportation Projects

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

This NWP also authorizes temporary structures, fills, and work, including the use of temporary mats, necessary to construct the linear transportation project. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

This NWP cannot be used to authorize non-linear features commonly associated with transportation projects, such as vehicle maintenance or storage buildings, parking lots, train stations, or aircraft hangars.

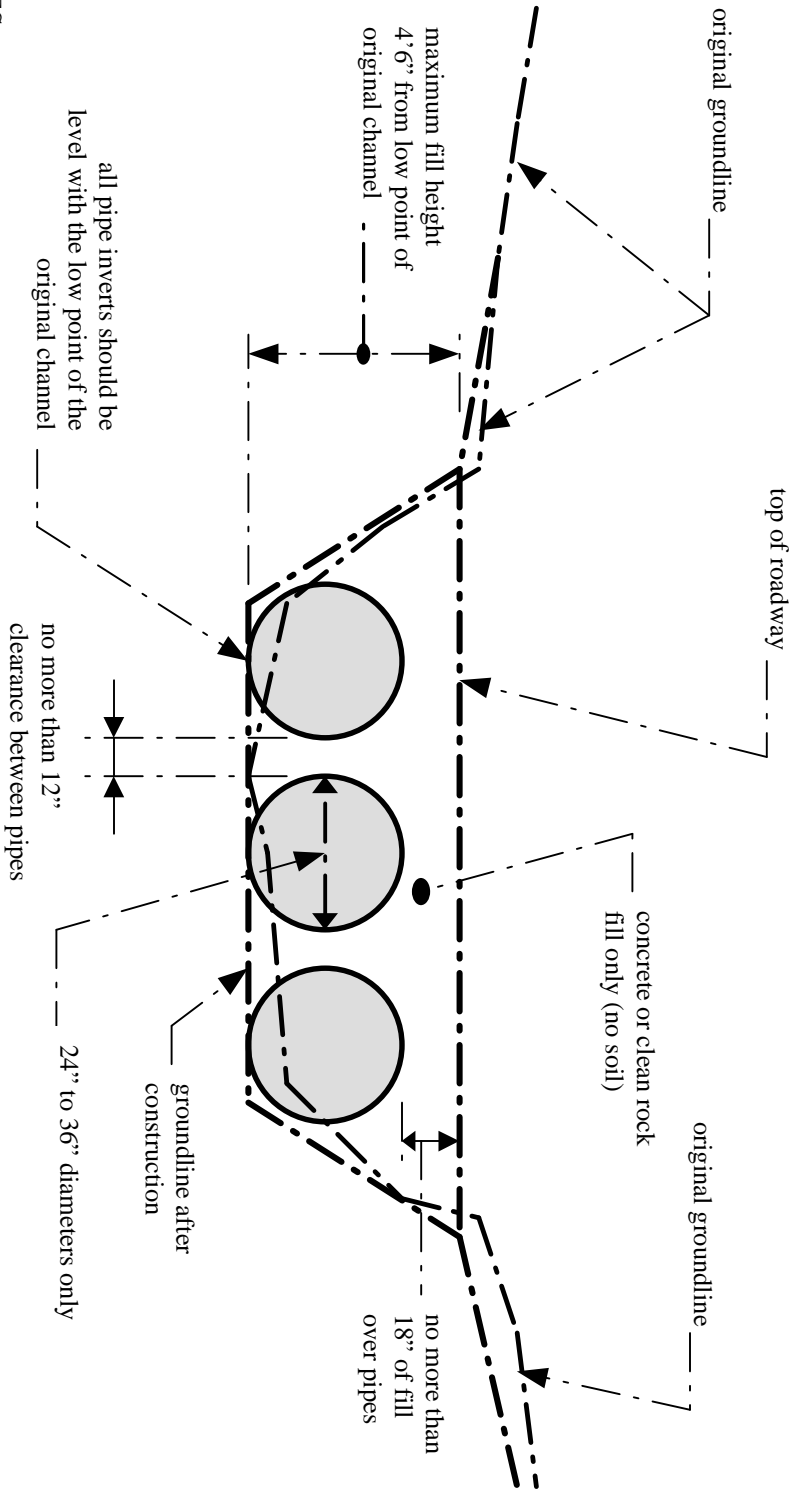
Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if: (1) the loss of waters of the United States exceeds 1/10-acre; or (2) there is a discharge in a special aquatic site, including wetlands. (See general condition 32.) (Authorities: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

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

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

Note 3: For NWP 14 activities that require pre-construction notification, the PCN must include any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings that require Department of the Army authorization but do not require pre-construction notification (see paragraph (b) of general condition 32). The district engineer will evaluate the PCN in accordance with Section D, "District Engineer's Decision." The district engineer may require mitigation to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see general condition 23).

ATTACHMENT 1



NOTES:

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

LOW-WATER CROSSING

STANDARD DRAWING
Not to Scale

**SPECIAL NOTE FOR PRE-BID CONFERENCE
MASON COUNTY
9-1095.00
BRIDGE REPAIR PLANS FOR:
US68 OVER LAWRENCE CREEK**

The Department will conduct a mandatory Pre-Bid Conference of the subject project on **Friday, July 12, 2019 at 10:00 AM Eastern** at;

**Kentucky Transportation Cabinet
District 9 Office Building
822 Elizaville Ave
Flemingsburg, Kentucky 41041**

Any company that is interested in bidding on the subject project or being part of a joint venture must be represented at the meeting by **one person of sufficient authority to bind the company**. No individual can represent more than one company. At the meeting a roster will be taken of the representatives present. **Only companies represented at the conference will be eligible to have their bids opened at the date of letting.**

The purpose of the conference is to familiarize all prospective bidders with the contract requirements of the contract.

Department of Highways officials present at the conference will answer questions concerning the project.

PART II
SPECIFICATIONS AND STANDARD DRAWINGS

SPECIFICATIONS REFERENCE

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

SUPPLEMENTAL SPECIFICATIONS

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

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

SPECIAL PROVISION FOR EMBANKMENT AT BRIDGE END BENT STRUCTURES

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

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

2.0 MATERIALS.

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

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

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

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

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

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

excavation stability, at no expense to the Department.

2.4 Structure Granular Backfill. Conform to Subsection 805.11

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

3.0 CONSTRUCTION.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.0 MEASUREMENT.

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

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

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

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

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

consider it incidental to the work.

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

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

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

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

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

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

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

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

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

September 16, 2016

PART III

EMPLOYMENT, WAGE AND RECORD REQUIREMENTS

FHWA-1273 -- Revised May 1, 2012

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

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

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

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

ATTACHMENTS

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

II. NONDISCRIMINATION

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

I. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Withholding

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

3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS**

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

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

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

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

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

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

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

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

Revised: January 25, 2017

Standard Title VI/Non-Discrimination Assurances

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

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

Standard Title VI/Non-Discrimination Statutes and Authorities

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

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

EXECUTIVE BRANCH CODE OF ETHICS

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

KRS 11A.040 (7) provides:

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

KRS 11A.040 (9) states:

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

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

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

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

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

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

Revised: January 27, 2017

General Decision Number: KY190038 02/15/2019 KY38

Superseded General Decision Number: KY20180100

State: Kentucky

Construction Type: Highway

Counties: Anderson, Bath, Bourbon, Boyd, Boyle, Bracken, Breckinridge, Bullitt, Carroll, Carter, Clark, Elliott, Fayette, Fleming, Franklin, Gallatin, Grant, Grayson, Greenup, Hardin, Harrison, Henry, Jefferson, Jessamine, Larue, Lewis, Madison, Marion, Mason, Meade, Mercer, Montgomery, Nelson, Nicholas, Oldham, Owen, Robertson, Rowan, Scott, Shelby, Spencer, Trimble, Washington and Woodford Counties in Kentucky.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 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 calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019
1	02/15/2019

BRIN0004-003 06/01/2017

BRECKENRIDGE COUNTY

Rates Fringes

BRICKLAYER.....\$ 26.80 12.38

BRKY0001-005 06/01/2017

BULLITT, CARROLL, GRAYSON, HARDIN, HENRY, JEFFERSON, LARUE,
MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, & TRIMBLE
COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 26.80	12.38

BRKY0002-006 06/01/2017

BRACKEN, GALLATIN, GRANT, MASON & ROBERTSON COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 27.81	13.01

BRKY0007-004 06/01/2017

BOYD, CARTER, ELLIOT, FLEMING, GREENUP, LEWIS & ROWAN COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 32.98	19.02

BRKY0017-004 06/01/2017

ANDERSON, BATH, BOURBON, BOYLE, CLARK, FAYETTE, FRANKLIN,
HARRISON, JESSAMINE, MADISON, MERCER, MONTGOMERY, NICHOLAS,
OWEN, SCOTT, WASHINGTON & WOODFORD COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 26.47	12.76

CARP0064-001 05/01/2015

	Rates	Fringes
CARPENTER.....	\$ 27.50	16.06
Diver.....	\$ 41.63	16.06
PILEDRIVERMAN.....	\$ 27.75	16.06

ELEC0212-008 06/04/2018

BRACKEN, GALLATIN and GRANT COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 28.39	18.98

* ELEC0212-014 11/26/2018

BRACKEN, GALLATIN & GRANT COUNTIES:

	Rates	Fringes
Sound & Communication Technician.....	\$ 24.35	10.99

ELEC0317-012 06/01/2018		

BOYD, CARTER, ELLIOT & ROWAN COUNTIES:

	Rates	Fringes
ELECTRICIAN (Wiremen)		
Cable Splicer.....	\$ 32.68	18.13
Electrician.....	\$ 33.75	20.03

ELEC0369-007 05/30/2018		

ANDERSON, BATH, BOURBON, BOYLE, BRECKINRIDGE, BULLITT, CARROLL, CLARK, FAYETTE, FRAONKLIN, GRAYSON, HARDIN, HARRISON, HENRY, JEFFERSON, JESSAMINE, LARUE, MADISON, MARION, MEADE, MERCER, MONTGOMERY, NELSON, NICHOLAS, OLDHAM, OWEN, ROBERTSON, SCOTT, SHELBY, SPENCER, TRIMBLE, WASHINGTON, & WOODFORD COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 31.66	17.01

* ELEC0575-002 12/31/2018

FLEMING, GREENUP, LEWIS & MASON COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 32.75	16.69

ENGI0181-018 07/01/2017		

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 31.95	15.15
GROUP 2.....	\$ 29.09	15.15
GROUP 3.....	\$ 29.54	15.15
GROUP 4.....	\$ 28.77	15.15

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - A-Frame Winch Truck; Auto Patrol; Backfiller; Batcher Plant; Bituminous Paver; Bituminous Transfer Machine; Boom Cat; Bulldozer; Mechanic; Cableway; Carry-All Scoop; Carry Deck Crane; Central Compressor Plant; Cherry Picker; Clamshell; Concrete Mixer (21 cu. ft. or Over); Concrete Paver; Truck-Mounted Concrete Pump; Core Drill; Crane; Crusher Plant; Derrick; Derrick Boat; Ditching & Trenching Machine; Dragline; Dredge Operator; Dredge Engineer; Elevating Grader & Loaders; Grade-All; Gurries; Heavy Equipment Robotics Operator/Mechanic; High Lift; Hoe-Type Machine; Hoist (Two or More Drums); Hoisting Engine (Two or More Drums); Horizontal Directional Drill

Operator; Hydrocrane; Hyster; KeCal Loader; LeTourneau; Locomotive; Mechanic; Mechanically Operated Laser Screed; Mechanic Welder; Mucking Machine; Motor Scraper; Orangepeel Bucket; Overhead Crane; Piledriver; Power Blade; Pumpcrete; Push Dozer; Rock Spreader, attached to equipment; Rotary Drill; Roller (Bituminous); Rough Terrain Crane; Scarifier; Scoopmobile; Shovel; Side Boom; Subgrader; Tailboom; Telescoping Type Forklift; Tow or Push Boat; Tower Crane (French, German & other types); Tractor Shovel; Truck Crane; Tunnel Mining Machines, including Moles, Shields or similar types of Tunnel Mining Equipment

GROUP 2 - Air Compressor (Over 900 cu. ft. per min.); Bituminous Mixer; Boom Type Tamping Machine; Bull Float; Concrete Mixer (Under 21 cu. ft.); Dredge Engineer; Electric Vibrator; Compactor/Self-Propelled Compactor; Elevator (One Drum or Buck Hoist); Elevator (When used to Hoist Building Material); Finish Machine; Firemen & Hoist (One Drum); Flexplane; Forklift (Regardless of Lift Height); Form Grader; Joint Sealing Machine; Outboard Motor Boat; Power Sweeper (Riding Type); Roller (Rock); Ross Carrier; Skid Mounted or Trailer Mounted Concrete Pump; Skid Steer Machine with all Attachments; Switchman or Brakeman; Throttle Valve Person; Tractair & Road Widening Trencher; Tractor (50 H.P. or Over); Truck Crane Oiler; Tugger; Welding Machine; Well Points; & Whirley Oiler

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

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

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

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

IRON0044-009 06/01/2018

BRACKEN, GALLATIN, GRANT, HARRISON, ROBERTSON,
BOURBON (Northern third, including Townships of Jackson, Millersburg, Ruddel Mills & Shawhan);
CARROLL (Eastern third, including the Township of Ghent);
FLEMING (Western part, excluding Townships of Beechburg, Colfax, Elizaville, Flemingsburg, Flemingsburg Junction, Foxport, Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills, Nepton, Pecksridge, Plummers Landing, Plummers Mill, Poplar Plains, Ringos Mills, Tilton & Wallingford);
MASON (Western two-thirds, including Townships of Dover,

Lewisburg, Mays Lick, Maysville, Minerva, Moranburg, Murphysville, Ripley, Sardis, Shannon, South Ripley & Washington);
 NICHOLAS (Townships of Barefoot, Barterville, Carlisle, Ellisville, Headquarters, Henryville, Morningglory, Myers & Oakland Mills);
 OWEN (Townships of Beechwood, Bromley, Fairbanks, Holbrook, Jonesville, Long Ridge, Lusby's Mill, New, New Columbus, New Liberty, Owenton, Poplar Grove, Rockdale, Sanders, Teresita & Wheatley);
 SCOTT (Northern two-thirds, including Townships of Biddle, Davis, Delaplain, Elmville, Longlick, Muddy Ford, Oxford, Rogers Gap, Sadieville, Skinnersburg & Stonewall)

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 26.76	21.20
Structural.....	\$ 28.17	21.20

 IRON0070-006 06/01/2018

ANDERSON, BOYLE, BRECKINRIDGE, BULLITT, FAYETTE, FRANKLIN, GRAYSON, HARDIN, HENRY, JEFFERSON, JESSAMINE, LARUE, MADISON, MARION, MEADE, MERCER, NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE, WASHINGTON & WOODFORD
 BOURBON (Southern two-thirds, including Townships of Austerlity, Centerville, Clintonville, Elizabeth, Hutchison, Littlerock, North Middletown & Paris);
 CARROLL (Western two-thirds, including Townships of Carrollton, Easterday, English, Locust, Louis, Prestonville & Worthville);
 CLARK (Western two-thirds, including Townships of Becknerville, Flanagan, Ford, Pine Grove, Winchester & Wyandotte);
 OWEN (Eastern eighth, including Townships of Glenmary, Gratz, Monterey, Perry Park & Tacketts Mill);
 SCOTT (Southern third, including Townships of Georgetown, Great Crossing, Newtown, Stampling Ground & Woodlake);

	Rates	Fringes
IRONWORKER.....	\$ 28.79	22.50

 IRON0769-007 06/01/2018

BATH, BOYD, CARTER, ELLIOTT, GREENUP, LEWIS, MONTGOMERY & ROWAN
 CLARK (Eastern third, including townships of Bloomingdale, Hunt, Indian Fields, Kiddville, Loglick, Rightangele & Thomson);
 FLEMING (Townships of Beechburg, Colfax, Elizaville, Flemingsburg, Flemingsburg Junction, Foxport, Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills, Nepton, Pecksville, Plummers Landing, Plummers Mill, Poplar Plains, Ringos Mills, Tilton & Wallingford);
 MASON (Eastern third, including Townships of Helena, Marshall, Orangeburg, Plumville & Springdale);
 NICHOLAS (Eastern eighth, including the Township of Moorefield Sprout)

	Rates	Fringes
IRONWORKER		
ZONE 1.....	\$ 31.67	25.27
ZONE 2.....	\$ 31.67	25.27
ZONE 3.....	\$ 31.67	25.27

ZONE 1 - (no base rate increase) Up to 10 mile radius of Union Hall, 1643 Greenup Ave, Ashland, KY.

ZONE 2 - (add \$0.40 per hour to base rate) 10 to 50 mile radius of Union Hall, 1643 Greenup Ave, Ashland, KY.

ZONE 3 - (add \$2.00 per hour to base rate) 50 mile radius & over of Union Hall, 1643 Greenup Ave, Ashland, KY.

 LABO0189-003 07/01/2018

BATH, BOURBON, BOYD, BOYLE, BRACKEN, CARTER, CLARK, ELLIOTT, FAYETTE, FLEMING, FRANKLIN, GALLATIN, GRANT, GREENUP, HARRISON, JESSAMINE, LEWIS, MADISON, MASON, MERCER, MONTGOMERY, NICHOLAS, OWEN, ROBERTSON, ROWAN, SCOTT, & WOOLFORD COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 23.07	14.21
GROUP 2.....	\$ 23.32	14.21
GROUP 3.....	\$ 23.37	14.21
GROUP 4.....	\$ 23.97	14.21

LABORERS CLASSIFICATIONS

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

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

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

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

 LAB00189-008 07/01/2018

ANDERSON, BULLITT, CARROLL, HARDIN, HENRY, JEFFERSON, LARUE,
 MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE &
 WASHINGTON COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 23.07	14.21
GROUP 2.....	\$ 23.32	14.21
GROUP 3.....	\$ 23.37	14.21
GROUP 4.....	\$ 23.97	14.21

LABORERS CLASSIFICATIONS

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

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

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

Air); Water Blaster

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

LABO0189-009 07/01/2018

BRECKINRIDGE & GRAYSON COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 23.07	14.21
GROUP 2.....	\$ 23.32	14.21
GROUP 3.....	\$ 23.37	14.21
GROUP 4.....	\$ 23.97	14.21

LABORERS CLASSIFICATIONS

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

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

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

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

Blasters; Troxler & Concrete Tester if Laborer is Utilized

PAIN0012-005 06/11/2005

BATH, BOURBON, BOYLE, CLARK, FAYETTE, FLEMING, FRANKLIN,
HARRISON, JESSAMINE, MADISON, MERCER, MONTGOMERY, NICHOLAS,
ROBERTSON, SCOTT & WOODFORD COUNTIES:

	Rates	Fringes
PAINTER		
Bridge/Equipment Tender and/or Containment Builder..\$	18.90	5.90
Brush & Roller.....\$	21.30	5.90
Elevated Tanks; Steeplejack Work; Bridge & Lead Abatement.....\$	22.30	5.90
Sandblasting & Waterblasting.....\$	22.05	5.90
Spray.....\$	21.80	5.90

PAIN0012-017 05/01/2015

BRACKEN, GALLATIN, GRANT, MASON & OWEN COUNTIES:

	Rates	Fringes
PAINTER (Heavy & Highway Bridges - Guardrails - Lightpoles - Striping)		
Bridge Equipment Tender and Containment Builder.....\$	20.73	9.06
Brush & Roller.....\$	23.39	9.06
Elevated Tanks; Steeplejack Work; Bridge & Lead Abatement.....\$	24.39	9.06
Sandblasting & Water Blasting.....\$	24.14	9.06
Spray.....\$	23.89	9.06

PAIN0118-004 06/01/2018

ANDERSON, BRECKINRIDGE, BULLITT, CARROLL, GRAYSON, HARDIN,
HENRY, JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY,
SPENCER, TRIMBLE & WASHINGTON COUNTIES:

	Rates	Fringes
PAINTER		
Brush & Roller.....\$	22.00	12.52
Spray, Sandblast, Power Tools, Waterblast & Steam Cleaning.....\$	23.00	12.52

PAIN1072-003 12/01/2018

BOYD, CARTER, ELLIOTT, GREENUP, LEWIS and ROWAN COUNTIES

	Rates	Fringes
Painters:		
Bridges; Locks; Dams; Tension Towers & Energized Substations.....	\$ 33.33	18.50
Power Generating Facilities.	\$ 30.09	18.50

 PLUM0248-003 06/01/2018

BOYD, CARTER, ELLIOTT, GREENUP, LEWIS & ROWAN COUNTIES:

	Rates	Fringes
Plumber and Steamfitter.....	\$ 36.00	20.23

 PLUM0392-007 06/01/2018

BRACKEN, CARROLL (Eastern Half), GALLATIN, GRANT, MASON, OWEN & ROBERTSON COUNTIES:

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 32.01	19.67

 PLUM0502-003 08/01/2018

BRECKINRIDGE, BULLITT, CARROLL (Western Half), FRANKLIN (Western three-fourths), GRAYSON, HARDIN, HENRY, JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE & WASHINGTON COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 34.62	20.78

 SUKY2010-160 10/08/2001

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 16.57	7.34
GROUP 2.....	\$ 16.68	7.34
GROUP 3.....	\$ 16.86	7.34
GROUP 4.....	\$ 16.96	7.34

TRUCK DRIVER CLASSIFICATIONS

- GROUP 1 - Mobile Batch Truck Tender
- GROUP 2 - Greaser; Tire Changer; & Mechanic Tender
- GROUP 3 - Single Axle Dump; Flatbed; Semi-trailer or Pole Trailer when used to pull building materials and equipment; Tandem Axle Dump; Distributor; Mixer; & Truck Mechanic
- GROUP 4 - Euclid & Other Heavy Earthmoving Equipment &

Lowboy; Articulator Cat; 5-Axle Vehicle; Winch & A-Frame
when used in transporting materials; Ross Carrier; Forklift
when used to transport building materials; & Pavement
Breaker

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

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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 www.dol.gov/whd/govcontracts.

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

The body of each wage determination lists the classification
and wage rates that have been found to be prevailing for the
cited type(s) of construction in the area covered by the wage
determination. The classifications are listed in alphabetical
order of "identifiers" that indicate whether the particular
rate is a union rate (current union negotiated rate for local),
a survey rate (weighted average rate) or a union average rate
(weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed
in dotted lines beginning with characters other than "SU" or
"UAVG" denotes that the union classification and rate were
prevailing for that classification in the survey. Example:
PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of
the union which prevailed in the survey for this
classification, which in this example would be Plumbers. 0198
indicates the local union number or district council number
where applicable, i.e., Plumbers Local 0198. The next number,
005 in the example, is an internal number used in processing

the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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

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END OF GENERAL DECISION

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

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

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

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

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

TO: EMPLOYERS/EMPLOYEES

PREVAILING WAGE SCHEDULE:

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

OVERTIME:

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

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

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

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

GOALS FOR MINORITY PARTICIPATION IN EACH TRADE	GOALS FOR FEMALE PARTICIPATION IN EACH TRADE
9.2%	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 Mason County.

PART IV
INSURANCE

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

PART V
BID ITEMS

PROPOSAL BID ITEMS

191041

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Report Date 7/5/19

Section: 0001 - ROADWAY

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	00212		CL2 ASPH BASE 1.00D PG64-22	175.00	TON		\$	
0020	00301		CL2 ASPH SURF 0.38D PG64-22	27.00	TON		\$	
0030	00356		ASPHALT MATERIAL FOR TACK	1.00	TON		\$	
0040	02014		BARRICADE-TYPE III	4.00	EACH		\$	
0050	02223		GRANULAR EMBANKMENT	900.00	CUYD		\$	
0060	02351		GUARDRAIL-STEEL W BEAM-S FACE	200.00	LF		\$	
0070	02363		GUARDRAIL CONNECTOR TO BRIDGE END TY A	4.00	EACH		\$	
0080	02562		TEMPORARY SIGNS	209.00	SQFT		\$	
0090	02650		MAINTAIN & CONTROL TRAFFIC	1.00	LS		\$	
0100	02671		PORTABLE CHANGEABLE MESSAGE SIGN	4.00	EACH		\$	
0110	03171		CONCRETE BARRIER WALL TYPE 9T	880.00	LF		\$	

Section: 0002 - BRIDGE

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0120	00001		DGA BASE	183.00	TON		\$	
0130	02091		REMOVE PAVEMENT	420.00	SQYD		\$	
0140	02231		STRUCTURE GRANULAR BACKFILL	1,670.00	CUYD		\$	
0150	02599		FABRIC-GEOTEXTILE TYPE IV	1,488.00	SQYD		\$	
0160	02726		STAKING	1.00	LS		\$	
0170	02731		REMOVE STRUCTURE	1.00	LS		\$	
0180	02775		ARROW PANEL	1.00	EACH		\$	
0190	02998		MASONRY COATING	344.00	SQYD		\$	
0200	03299		ARMORED EDGE FOR CONCRETE	128.00	LF		\$	
0210	08003		FOUNDATION PREPARATION	1.00	LS		\$	
0220	08100		CONCRETE-CLASS A	714.00	CUYD		\$	
0230	08104		CONCRETE-CLASS AA	256.00	CUYD		\$	
0240	08131		MECHANICAL REINF COUPLER #6	20.00	EACH		\$	
0250	08134		MECHANICAL REINF COUPLER #9	48.00	EACH		\$	
0260	08150		STEEL REINFORCEMENT	101,940.00	LB		\$	
0270	08151		STEEL REINFORCEMENT-EPOXY COATED	22,840.00	LB		\$	
0280	08820		DRAIN PIPE-6 IN	1,340.00	LF		\$	
0290	21532ED		RAIL SYSTEM TYPE III	46.00	LF		\$	
0300	22056NN		TEMPORARY SUPPORT	4.00	EACH		\$	
0310	22585NN		MICROPILE PROOF TEST	12.00	EACH		\$	
0320	22861EN		HIGH STRENGTH GEOTEXTILE FABRIC TY V	5,630.00	SQYD		\$	
0330	23744EC		EPOXY INJECTION CRACK REPAIR	186.00	LF		\$	
0340	24002EC		MICROPILES-9 5/8 IN	16,493.00	LF		\$	
0350	24006EC		MICROPILE VERIFICATION TEST	4.00	EACH		\$	
0360	24007EC		PIER MICROPILE-ROCK SOCKET	116.00	EACH		\$	
0370	24008EC		ABUTMENT MICROPILE-ROCK SOCKET	98.00	EACH		\$	
0380	24595EN		ELASTICIZED EPS MASON	225.00	SQYD		\$	
0390	25034ED		MICROPILE BOND ZONE	214.00	EACH		\$	
0400	25035ED		ABANDONED MICROPILE HOLES	214.00	LF		\$	

PROPOSAL BID ITEMS

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LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0410	25036ED		DAMAGED CASING FROM H-PILE INTERFERENCE	600.00	LF		\$	
0420	25037ED		VERT TOLERANCE MEASURE OF MICROPILES	600.00	EACH		\$	
0430	40101		CONCRETE PATCHING	117.00	SQFT		\$	

Section: 0003 - MOBILIZATION AND/OR DEMOBILIZATION

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0440	02568		MOBILIZATION	1.00	LS		\$	
0450	02569		DEMOBILIZATION	1.00	LS		\$	