



CALL NO. 110

CONTRACT ID. 191242

MASON COUNTY

FED/STATE PROJECT NUMBER STP BRZ 0903 (208)

DESCRIPTION DAVIS LANE (CR 1124)

WORK TYPE BRIDGE WITH GRADE, DRAIN & SURFACE

PRIMARY COMPLETION DATE 67 WORKING DAYS

LETTING DATE: September 20,2019

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

PLANS AVAILABLE FOR THIS PROJECT.

DBE CERTIFICATION REQUIRED - 3.50%

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

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PART I
SCOPE OF WORK

ADMINISTRATIVE DISTRICT - 09

CONTRACT ID - 191242

STP BRZ 0903 (208)

COUNTY - MASON

PCN - DE081112419W1

STP BRZ 0903 (208)

DAVIS LANE (CR 1124) (MP 0.007) ADDRESS DEFICIENCIES ON THE BRIDGE ON DAVIS LANE (MP 0.029), A
DISTANCE OF 0.09 MILES. BRIDGE WITH GRADE, DRAIN & SURFACE SYP NO. 09-08910.00.
GEOGRAPHIC COORDINATES LATITUDE 38:31:49.00 LONGITUDE 83:38:50.00

COMPLETION DATE(S):

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

CIVIL RIGHTS ACT OF 1964

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

NOTICE TO ALL BIDDERS

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

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

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

SECOND TIER SUBCONTRACTS

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

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

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

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

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

DBE GOAL

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

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

OBLIGATION OF CONTRACTORS

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

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

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

CERTIFICATION OF CONTRACT GOAL

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

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

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

DBE PARTICIPATION PLAN

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

The DBE Participation Plan shall include the following:

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

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

UPON AWARD AND BEFORE A WORK ORDER WILL BE ISSUED

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

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

CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS

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

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

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

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

FAILURE TO MEET GOOD FAITH REQUIREMENT

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

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

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

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

SANCTIONS FOR FAILURE TO MEET DBE REQUIREMENTS OF THE PROJECT

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

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

PROMPT PAYMENT

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

CONTRACTOR REPORTING

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

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

******* IMPORTANT *******

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

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

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

DEFAULT OR DECERTIFICATION OF THE DBE

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

7/19/2019

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

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

SECTION 7 is expanded by the following new Article:

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

Pursuant to Title 46CFR Part 381, the Contractor agrees

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

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

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

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.

NOTICE OF POTENTIAL LEAD PRESENCE
Item No. 9-8910.0 - Mason County
Address deficiencies of the bridge on Davis Lane (CR 1124)
(081C00022N)

The existing bridge was sandblasted and painted in 2010. However, **residual lead paint may still be on the bridge**, especially around the pin locations and connection points that could not be readily sandblasted. The Contractor is advised to take all necessary protective measures, including worker safety and environmental regulations, when performing demolition of the structure. The Department will not consider any claims based on residual lead paint. There has been no testing for lead performed on the bridge.

Note

The contractor shall confine all activity to within the area defined by existing and permanent rights of way and easements. The contractor shall be responsible for obtaining all required environmental clearances for any activity outside of this area prior to commencement of that activity.

Special Note For Additional Environmental Commitments

In addition to other environmental commitments listed in this contract, the following commitments also apply:

- 1) The Contractor shall not go beyond the limits specified as “archaeologically cleared” or “Archaeology APE,” and shall avoid areas identified as “Do Not Disturb.” If no limits are shown on the plans, the contractor shall adhere to the stipulations in the project-specific CAP. If there is no CAP, the contractor shall confine construction work to the previously disturbed area within the existing right of way. If the areas outside the cleared areas are intended for use as laydown yards, vehicle parking, or any other activity related to the construction of this project, the Contractor must clear the area for environmental concerns.

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

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

- 3) If, during the implementation of The Project, a previously unidentified historic/archaeological property is discovered or a previously identified historic/archaeological property is affected in an unanticipated manner, the contractor shall (1) call KYTC DEA archaeologists at (502) 564-7250, (2) call

SHPO archaeologists at (502) 892-3614, and (3) ensure that all work within a reasonable area of the discovery shall cease until such time as a treatment plan can be developed and implemented.

SPECIAL NOTE FOR CONCRETE SEALING

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

I. DESCRIPTION. Perform all work in accordance with the Department's 2012 Standard Specifications, and applicable Supplemental Specifications, the attached sketches, and these Notes. Section references are to the Standard Specifications.

This work consists of: (1) Furnish all labor, materials, tools, and equipment; (2) Clean the bridge deck; (3) Seal the bridge deck; (4) Maintain & control traffic; and, (5) Any other work specified as part of this contract.

II. MATERIALS.

A. Sealer. Use one of the following:

Product	Supplier
Protectosil BHN	Evonik Industries
Protectosil 300	Evonik Industries
TK-590-40 Tri-Silane 40%	TK Products
Certivex Penseal 244 O/W 80	Vexcon
Master Protect H 440 VT <i>(formerly Hydrozo Clear 40 VOC)</i>	BASF
SW-244-100 DOT	Chemical Products Industries, Inc.
TK-590-1 MS Tri-Silane	TK Products

III. CONSTRUCTION.

A. Cleaning the Deck. Dry clean the deck to remove all loose debris. Remove all visible hydrocarbons from the surface with detergent approved by the manufacturer of the deck sealant. Pressure wash all surfaces to be sealed at 2000 to 3000 psi. Install pressure gauges at each wand to verify pressure. Use 30° fan tip or as recommended by the manufacturer of the deck sealant. Hold pressure washing wand a minimum of 45° from the deck with a maximum stand-off distance of 12 inches.

B. Sealing the Deck. Allow new concrete to cure a minimum 28 days prior to application of sealer. Monitor weather conditions prior to sealer application. Refer to manufacturer's recommendations for proper ambient conditions. Do not apply sealer if precipitation is anticipated within the time stated by the manufacturer. Allow the deck to dry 24 hours (after washing or rain event) before sealer application. The deck can be reopened to traffic while drying. Sealer must be applied within 48 hours of washing or the deck must be rewashed. Divide the deck into predefined areas of specific square footage to aid in determining usage. Comply with manufacturer's usage recommendation. Using a low

pressure pump, apply sealer and spread evenly with broom or squeegee; do not allow pooling to remain. When each predefined area is complete, measure the amount of sealer used to verify proper usage. After sealing, follow manufacturer's recommended cure time before opening to traffic.

C. Inspection: Monitor all aspects of the project to assure compliance to this specification. Observe and document general conditions during the entirety of the project. Verify that each phase of work has been satisfactorily completed prior to beginning the next phase. Phases are described as follows:

1. Dry cleaning to remove loose debris, verify and document:
 - a. All debris has been removed and disposed of properly.
2. Removal of hydrocarbons, verify and document:
 - a. The manufacturer's recommended detergent is used for removal.
 - b. Hydrocarbons have been satisfactorily removed.
3. Pressure washing, verify and document:
 - a. Washing pressure at the wand.
 - b. Tip size used.
 - c. Wash angle and stand-off distance.
 - d. The deck is satisfactorily cleaned.
4. Sealer application, verify and document:
 - a. Proper cure time for new concrete.
 - b. Deck surface is dry.
 1. Document time since washed.
 2. Was deck opened to traffic after washing?
 - c. Ambient conditions.
 1. Document ambient temperature, surface temperature, relative humidity, and dew point.
 - d. Application and distribution method.
 - e. Coverage to be complete and even.
 - f. Material is not allowed to remain pooled.
 - g. Monitor material usage.
 - h. No traffic until proper cure time is allowed.

IV. MEASUREMENT

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

V. PAYMENT

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

SPECIAL NOTE
“Remove Structure” & “Remove Existing Structure and Transport”

Mason County
Address deficiencies of the bridge on Davis Lane (CR 1124)
(081C00022N); Item No. 9-8910.00

Remove Structure (Bid Item Code 02731)

Remove Structure will only be executed and paid if KYTC deems that “Remove Existing Structure and Transport” is not feasible. Contractor should bid this item per Section 203 of the latest version of the KY Standard Specifications for Road and Bridge Construction. Plaques should be removed and delivered to the District 9 Department of Highways Office.

Remove Existing Structure and Transport (Bid Item Code 23055N)

The existing Truss Bridge is to be dismantled (if necessary), transported, and unloaded at the new location – new owner:

Peter H. Pogue, President
The Old Pogue Distillery, LLC
716 West Second Street
Maysville, KY 41056
(317) 697-5039

Approved Alternate Methods of Removal: (any other method must be submitted in writing and approved)

- 1) Deliver bridge intact:
 - Remove deck.
 - Hoist Bridge onto trailer for transport.
- 2) Deliver truss members intact:
 - Remove deck.
 - Match-mark, remove and save the floor beams and top bracing.
 - Carefully move the trusses intact and do not bend trusses – the trusses will not be serviceable if bent.
- 3) Disassembly of bridge and trusses:
 - Remove deck.
 - Match-mark, remove and save the floor beams and top bracing.
 - Match-mark and disassemble the trusses, as necessary.
 - Transport pieces to recipient location.

The contractor must submit in writing the selected Bridge Removal Method to the Resident Engineer a minimum of 14 days prior to removal.

If the contractor has any questions in regard to the Bridge relocation area – CALL Peter H. Pogue at the above phone number.

Transport bridge to 716 West Second Street, Maysville, KY 41056.

The Contractor will be responsible for unloading the Bridge at the new location. Coordinate delivery date of the Bridge with new Bridge owner.

The Contractor shall also be responsible for removing and disposal of the existing bridge substructure as shown in the “Bridge Removal Note” on sheet R5 and this will be considered incidental to bid item “Remove Existing Structure and Transport”.

SPECIAL NOTE

For Tree Removal

**Mason County
ADDRESS DEFICIENCIES OF THE BRIDGE ON DAVIS LANE.
Item No. 9-8910**

NO CLEARING OF TREES 5 INCHES OR GREATER (DIAMETER BREAST
HEIGHT) FROM JUNE 1- JULY 31.

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

Special Note for 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.

SPECIAL NOTE

KY Division of Air Quality Bridge Demolition Notification

**Mason County
Address deficiencies of the bridge on Davis Lane (CR 1124)
(081C00022N)
Item No. 9-8910.00**

Please be advised that it will be the responsibility of the selected roadway contractor to submit the 10-Day Notice of Intent for Demolition to the Kentucky Division for Air Quality. The attached Asbestos Inspection Report should accompany the submittal.

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



Matthew G. Bevin
Governor

**COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET**

Frankfort, Kentucky 40622
www.transportation.ky.gov/

Greg Thomas
Secretary

MEMORANDUM

TO: Karen Mynhier, Environmental Coordinator
District 9 – Fleming County

FROM: Brittany Stratton, Geologist II
UST/Hazmat Section

DATE: 12/01/2017

SUBJECT: Asbestos Inspection Report for Mason County
Replace Bridge on Davis Lane over North Fork Licking River
Bridge # 081C00022N

Item # 09-8910

This report is prepared to accompany the 10-day NOI for Demolition to the Division of Air Quality.
Please include all pages with submittal

Project and Structure Information

County: Mason

Bridge #: 081C00022N

Description: Bridge inspected for asbestos containing materials (ACM's)

Results

No suspect asbestos containing material was detected (ACM)

Conclusions

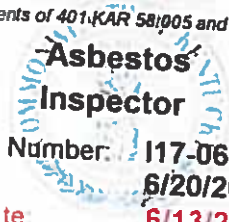
No abatement is required.



Commonwealth of Kentucky
Department for Environmental Protection
Division for Air Quality

Brittany Stratton

Has met the requirements of 401 KAR 58:005 and is accredited as an



Accreditation Number: **117-06-6049**
Issue Date: **6/20/2017**
Expiration Date: **6/13/2018**

	KENTUCKY TRANSPORTATION CABINET Department of Highways DIVISION OF RIGHT OF WAY & UTILITIES RIGHT OF WAY CERTIFICATION	TC 62-226 Rev. 01/2016 Page 1 of 1
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<input checked="" type="checkbox"/>	Original	<input type="checkbox"/>	Re-Certification	RIGHT OF WAY CERTIFICATION			
ITEM #		COUNTY		PROJECT # (STATE)		PROJECT # (FEDERAL)	
09-8910.00		Mason		12FO FD52 081 9264401R		STP BRZ 0903 (208)	
PROJECT DESCRIPTION							
REPLACE THE BRIDGE ON DAVIS LANE							
<input type="checkbox"/> 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.							
<input checked="" type="checkbox"/> 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.							
<input type="checkbox"/> 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							
<input type="checkbox"/> 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	
Signature				Signature		Digitally signed by James R. Mason	
Date				Date		Date: 2019.07.16 14:55:03 -04'00'	
Right of Way Director				FHWA			
Printed Name				Printed Name		No Signature Required as per FHWA-KYTC	
Signature		DM Loy		Signature		Current Stewardship Agreement	
Date		Date: 2019.07.16 15:10:07		Date			

UTILITIES AND RAIL CERTIFICATION NOTE

<p style="text-align: center;">Mason County STPBRZ0903208 FD52 081 9264401U Mile point: 0.007 TO 0.029 ADDRESS DEFICIENCIES OF THE BRIDGE ON DAVIS LANE. (16CCN)(081C00022N) ITEM NUMBER: 09-8910.00</p>
--

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
STPBRZ0903208
FD52 081 9264401U
Mile point: 0.007 TO 0.029
ADDRESS DEFICIENCIES OF THE BRIDGE ON DAVIS LANE. (16CCN)(081C00022N)
ITEM NUMBER: 09-8910.00

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

Not Applicable

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

Windstream Communications – Telephone will start their relocation of their underground facilities on July 1, 2019 and will be completed by July 19, 2019.

UTILITIES AND RAIL CERTIFICATION NOTE

<p>Mason County STPBRZ0903208 FD52 081 9264401U Mile point: 0.007 TO 0.029 ADDRESS DEFICIENCIES OF THE BRIDGE ON DAVIS LANE. (16CCN)(081C00022N) ITEM NUMBER: 09-8910.00</p>
--

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
STPBRZ0903208
FD52 081 9264401U
Mile point: 0.007 TO 0.029
ADDRESS DEFICIENCIES OF THE BRIDGE ON DAVIS LANE. (16CCN)(081C00022N)
ITEM NUMBER: 09-8910.00

AREA FACILITY OWNER CONTACT LIST

Facility Owner	Address	Contact Name	Phone	Email
Windstream Communications - Telephone	P.O. Box 25410 Little Rock AK 72212	Kijana Royal	5017487628	Kijana.Royal@windstream.com
Windstream Communication	Local Contact for Mason Co	Larry Potter	606-784-9830	Larry.Potter@windstream.com



DEPARTMENT OF THE ARMY
U.S. ARMY ENGINEER DISTRICT, LOUISVILLE
CORPS OF ENGINEERS
EASTERN KENTUCKY REGULATORY OFFICE
845 SASSAFRAS CREEK ROAD
SASSAFRAS, KY 41759-8806
<http://www.lrl.usace.army.mil/>

July 1, 2019

Regulatory Division
South Branch
ID No. LRL-2019-00375

Mr. Adam Michels
Kentucky Transportation Cabinet (KYTC)
200 Mero Street
Frankfort, Kentucky 40622

Dear Mr. Michels:

This is in response to your request for authorization to impact a total of 60 linear feet of the North Fork of the Licking River and 280 feet of an un-named ephemeral tributary to the North Fork of the Licking River (0.036 acre) for the Davis Lane bridge replacement located near Maysville (KYTC item No. 9-8910.00) in Mason County, Kentucky. The information supplied by you was reviewed to determine whether a Department of the Army (DA) permit will be required under the provisions of Section 404 of the Clean Water Act.

Your project is considered a discharge of backfill or bedding material for a road crossing. The project is authorized under the provisions of 33 CFR 330 Nationwide Permit (NWP) No. 14, Linear Transportation Projects, as published in the Federal Register January 6, 2017. Under the provisions of this authorization, you must comply with the enclosed Terms and General Conditions for Nationwide Permit No. 14, and the following Special Conditions.

Special Condition 1: The project/permittee action must comply with the Memorandum of Agreement (MOA) dated September 24, 2018 between Federal Highway Administration (FHWA), the State Historic Preservation Office (SHPO), and KYTC in regards to the mitigation measures to be undertaken due to an Adverse Effect to the CR1124 Bridge (081B0022N) over the North Fork Licking River.

Special Condition 2: The project/permittee action must remain consistent with the processes identified in the 2015 Interim Programmatic Agreement for Forest Dwelling Bats between the Federal Highway Administration (FHWA), KYTC, and the Service's Kentucky Field Office.

You must also comply with the enclosed Water Quality Certification (WQC) Conditions for Nationwide Permit No. 14, dated March 19, 2017, issued by the Kentucky Division of Water (KDOW). Once you obtain your certification, or if no application was required, you may proceed with the project without further contact or verification from us.

This verification is valid until March 18, 2022. The enclosed Compliance Certification must be submitted to the District Engineer within 30 days of completion of the authorized activity or the implementation of any required compensatory mitigation, whichever occurs later. Note that we also perform periodic inspections to ensure compliance with our permit conditions and applicable Federal laws. A copy of this letter will be forwarded to the appropriate coordinating agencies (see enclosure for addresses).

If you have any questions, please contact this office by writing to the above address, ATTN: CELRL-RDS or by calling Crystal Byrd at 606-642-3404. All correspondence pertaining to this matter should refer to our ID No. LRL-2019-00375.

Sincerely,



Justin Branham
Team Leader, EKRO
South Branch, Regulatory Division

Enclosures

Byrd/RDS/cb/LRL-2019-00375 NWP14

Addresses for Coordinating Agencies

Mr. Duncan Powell
USEPA, Region IV
WCOB c/o SESD (Room A100-13)
980 College Station Road
Athens, Georgia 30605-2720

Mr. Virgil Lee Andrews
U.S. Fish & Wildlife Service
J.C. Watts Federal Building, Room 265
330 West Broadway
Frankfort, KY 40601

Elizabeth Harrod
Kentucky Energy & Environment Cabinet
Division of Water- Water Quality Certification Section
300 Sower Boulevard
Frankfort, KY 40601

Mr. Doug Dawson
Ky. Dept. of Fish and Wildlife Resources
#1 Game Farm Road
Frankfort, KY 40601

Mr. Craig Potts
Executive Director
State Historic Preservation Officer
The Barstow House
410 High Street
Frankfort, KY 40601

Compliance Certification:

Permit Number: LRL-2019-00375

Name of Permittee: Kentucky Transportation Cabinet

Date of Issuance: July 1, 2019

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

U.S. Army Corps of Engineers
CELRL-RDS
845 Sassafras Creek Road
Sassafras, Kentucky 41759

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

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

Signature of Permittee

Date

SPECIAL NOTE

Filing of eNOI for KPDES Construction Stormwater Permit

County: Mason

Route: Davis Lane (CR 1124)

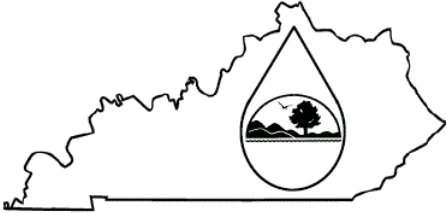
Item No.: 9-8910.00

KDOW Submittal ID: 155910

Project Description: Address deficiencies of the bridge on Davis Lane (CR 1124) (081C00022N)

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

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

	<h2 style="text-align: center;">KENTUCKY POLLUTION DISCHARGE ELIMINATION SYSTEM (KPDES)</h2> <p style="text-align: center;">Notice of Intent (NOI) for coverage of Storm Water Discharge Associated with Construction Activities Under the KPDES Storm Water General Permit KYR100000</p> <p style="text-align: center;"> Click here for Instructions (Controls/KPDES_FormKYR10_Instructions.htm) </p> <p style="text-align: center; font-size: small;"> Click here to obtain information and a copy of the KPDES General Permit. (http://dep.ky.gov/formslibrary/Documents/KYR10PermitPage.pdf) </p> <p style="text-align: center; font-size: x-small;"> (*) indicates a required field; (✓) indicates a field may be required based on user input or is an optionally required field </p>
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Reason for Submittal:(*) Application for New Permit Coverage ▼	Agency Interest ID: Agency Interest ID	Permit Number:(✓) KPDES Permit Number
If change to existing permit coverage is requested, describe the changes for which modification of coverage is being sought:(✓)		
ELIGIBILITY: Stormwater discharges associated with construction activities disturbing individually one (1) acre or more, including, in the case of a common plan of development, contiguous construction activities that cumulatively equal one (1) acre or more of disturbance.		
EXCLUSIONS: The following are excluded from coverage under this general permit: 1) Are conducted at or on properties that have obtained an individual KPDES permit for the discharge of other wastewaters which requires the development and implementation of a Best Management Practices (BMP) plan; 2) Any operation that the DOW determines an individual permit would better address the discharges from that operation; 3) Any project that discharges to an Impaired Water listed in the most recent Integrated Report, §305(b) as impaired for sediment and for which an approved TMDL has been developed.		
SECTION I -- FACILITY OPERATOR INFORMATION (PERMITTEE)		
Company Name:(✓) Kentucky Transportation Cabinet - D9 Flemingsburg	First Name:(✓) Steve	M.I.: MI
		Last Name:(✓) Gunnell
Mailing Address:(*) 822 Elizaville Avenue	City:(*) Flemingsburg	State:(*) Kentucky ▼
		Zip:(*) 41041
eMail Address:(*) steve.gunnell@ky.gov	Business Phone:(*) 606-845-2551	Alternate Phone: Phone
SECTION II -- GENERAL SITE LOCATION INFORMATION		
Project Name:(*) Davis Lane Bridge Replacement; Item No. 9-8910; CID#	Status of Owner/Operator(*) State Government ▼	SIC Code(*) 1622 Bridge, Tunnel, and I ▼
Company Name:(✓) Kentucky Transportation Cabinet - D9 Flemingsburg	First Name:(✓) Steve	M.I.: MI
		Last Name:(✓) Gunnell
Site Physical Address:(*) Davis Lane (CR 1124)		
City:(*) Maysville	State:(*) Kentucky ▼	Zip:(*) 41056
County:(*) Mason ▼	Latitude(decimal degrees)(*)DMS to DD Converter (https://www.fcc.gov/media/radio/dms-decimal) 38.53043	Longitude(decimal degrees)(*) -83.647446
SECTION III -- SPECIFIC SITE ACTIVITY INFORMATION ?		
Project Description:(*) Construct new bridge and remove existing bridge on Davis Lane @ Polecat Pike		
a. For single projects provide the following information		
Total Number of Acres in Project:(✓)	Total Number of Acres Disturbed:(✓)	

1	1																																										
Anticipated Start Date:(✓) <input type="text"/>	Anticipated Completion Date:(✓) <input type="text"/>																																										
b. For common plans of development provide the following information																																											
Total Number of Acres in Project:(✓) # Acre(s) <input type="text"/>	Total Number of Acres Disturbed:(✓) # Acre(s) <input type="text"/>																																										
Number of individual lots in development, if applicable:(✓) # lot(s) <input type="text"/>	Number of lots in development:(✓) # lot(s) <input type="text"/>																																										
Total acreage of lots intended to be developed:(✓) Project Acres <input type="text"/>	Number of acres intended to be disturbed at any one time:(✓) Disturbed Acres <input type="text"/>																																										
Anticipated Start Date:(✓) <input type="text"/>	Anticipated Completion Date:(✓) <input type="text"/>																																										
List Building Contractor(s) at the time of Application:(*)																																											
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:5%;">+</th> <th style="width:65%;">Company Name</th> </tr> </thead> <tbody> <tr> <td style="height: 100px;"> </td> <td> </td> </tr> </tbody> </table>		+	Company Name																																								
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SECTION IV -- IF THE PERMITTED SITE DISCHARGES TO A WATER BODY THE FOLLOWING INFORMATION IS REQUIRED ?																																											
Discharge Point(s):																																											
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:5%;"> </th> <th style="width:20%;">Unnamed Tributary?</th> <th style="width:15%;">Latitude</th> <th style="width:15%;">Longitude</th> <th style="width:40%;">Receiving Water Name</th> <th style="width:5%;"> </th> </tr> </thead> <tbody> <tr> <td>1</td> <td>No</td> <td>38.53020</td> <td>-83.64760</td> <td>North Fork Licking River</td> <td>Delete</td> </tr> <tr> <td>2</td> <td>No</td> <td>38.53030</td> <td>-83.64740</td> <td>North Fork Licking River</td> <td>Delete</td> </tr> <tr> <td>3</td> <td>No</td> <td>38.53060</td> <td>-83.64760</td> <td>North Fork Licking River</td> <td>Delete</td> </tr> <tr> <td>4</td> <td>No</td> <td>38.53070</td> <td>-83.64820</td> <td>North Fork Licking River</td> <td>Delete</td> </tr> <tr> <td>5</td> <td>No</td> <td>38.53100</td> <td>-83.64710</td> <td>North Fork Licking River</td> <td>Delete</td> </tr> <tr> <td>+</td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>			Unnamed Tributary?	Latitude	Longitude	Receiving Water Name		1	No	38.53020	-83.64760	North Fork Licking River	Delete	2	No	38.53030	-83.64740	North Fork Licking River	Delete	3	No	38.53060	-83.64760	North Fork Licking River	Delete	4	No	38.53070	-83.64820	North Fork Licking River	Delete	5	No	38.53100	-83.64710	North Fork Licking River	Delete	+					
	Unnamed Tributary?	Latitude	Longitude	Receiving Water Name																																							
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5	No	38.53100	-83.64710	North Fork Licking River	Delete																																						
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SECTION V -- IF THE PERMITTED SITE DISCHARGES TO A MS4 THE FOLLOWING INFORMATION IS REQUIRED ?																																											
Name of MS4: <input type="text"/>																																											
Date of application/notification to the MS4 for construction site permit coverage: Date <input type="text"/>	Discharge Point(s):(*) <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:5%;">+</th> <th style="width:30%;">Latitude</th> <th style="width:30%;">Longitude</th> <th style="width:35%;"> </th> </tr> </thead> <tbody> <tr> <td style="height: 100px;"> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	+	Latitude	Longitude																																							
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SECTION VI -- WILL THE PROJECT REQUIRE CONSTRUCTION ACTIVITIES IN A WATER BODY OR THE RIPARIAN ZONE?																																											
Will the project require construction activities in a water body or the riparian zone?:(*)	Yes <input type="text"/>																																										
If Yes, describe scope of activity: (✓)	Construction of new bridge and removal of existing bridge <input type="text"/>																																										
Is a Clean Water Act 404 permit required?:(*)	Yes <input type="text"/>																																										
Is a Clean Water Act 401 Water Quality Certification required?:(*)	Yes <input type="text"/>																																										
SECTION VII -- NOI PREPARER INFORMATION																																											

First Name: (*) Karen	M.I.: L	Last Name: (*) Mynhier	Company Name: (*) Kentucky Transportation Cabinet - D9 Flemingsburg	
Mailing Address: (*) 822 Elizaville Avenue		City: (*) Flemingsburg	State: (*) Kentucky	Zip: (*) 41041
eMail Address: (*) karen.mynhier@ky.gov		Business Phone: (*) 606-845-2551	Alternate Phone: Phone	
SECTION VIII -- ATTACHMENTS				
Facility Location Map: (*)		Upload file		
Supplemental Information:		Upload file		
SECTION IX -- CERTIFICATION				
I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.				
Signature: (*) Signature		Title: (*) Title		
First Name: (*) First Name	M.I.: MI	Last Name: (*) Last Name		
eMail Address: (*) eMail Address	Business Phone: (*) Phone	Alternate Phone: Phone	Signature Date: (*) Date	
<div style="display: flex; justify-content: space-around; margin-top: 10px;"> Click to Save Values for Future Retrieval Click to Submit to EEC </div>				

KyTC BMP Plan for Project CID ## - #####; Item No. 9-8910



Kentucky Transportation Cabinet

Highway District _9_

And

_____ (2), Construction

**Kentucky Pollutant Discharge Elimination System
Permit KYR10**

Best Management Practices (BMP) plan

Groundwater protection plan

For Highway Construction Activities

For

**Mason County
Address deficiencies of the bridge on Davis Lane
(081C00022N)**

Project: CID ## - #####; Item No. 9-8910

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Project information

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

1. Owner – Kentucky Transportation Cabinet, District 9
2. Resident Engineer: (2)
3. Contractor name: (2)
Address: (2)

Phone number: (2)
Contact: (2)
Contractors agent responsible for compliance with the KPDES permit requirements (3):
4. Project Control Number (2)
5. Route (Address) ***Davis Lane (CR 1124)***
6. Latitude/Longitude (project mid-point) 38.530431°, -83.647443°
7. County (project mid-point) ***Mason***
8. Project start date (date work will begin): (2)
9. Projected completion date: (2)

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A. Site description:

1. Nature of Construction Activity (from letting project description) **Address deficiencies of the bridge on Davis Lane (081C00022N)**
2. Order of major soil disturbing activities (2) and (3)
3. Projected volume of material to be moved **2796 cubic yards**
4. Estimate of total project area (acres) **1 acre**
5. Estimate of area to be disturbed (acres) **1 acre**
6. Post construction runoff coefficient will be included in the project drainage folder. Persons needing information pertaining to the runoff coefficient will contact the resident engineer to request this information.
7. Data describing existing soil condition **The Geotech Report indicated that the soils at the site are low plasticity clay and silty sand with gravel. & (2)**
8. Data describing existing discharge water quality (if any) **None known. & (2)**
9. Receiving water name **North Fork Licking River**
10. TMDLs and Pollutants of Concern in Receiving Waters: **The KY Division of Water website does not report any TMDLs for the North Fork Licking River.**
11. Site map – Project layout sheet plus the erosion control sheets in the project plans that depict Disturbed Drainage Areas (DDAs) and related information. These sheets depict the existing project conditions with areas delineated by DDA (drainage area bounded by watershed breaks and right of way limits), the storm water discharge locations (either as a point discharge or as overland flow) and the areas that drain to each discharge point. These plans define the limits of areas to be disturbed and the location of control measures. Controls will be either site specific as designated by the designer or will be annotated by the contractor and resident engineer before disturbance commences. The project layout sheet shows the surface waters and wetlands.

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12. Potential sources of pollutants:

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

B. Sediment and Erosion Control Measures:

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

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

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

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- At the beginning of the project, all DDAs for the project will be inspected for areas that are a source of storm water pollutants. Areas that are a source of pollutants will receive appropriate cover or BMPs to arrest the introduction of pollutants into storm water. Areas that have not been opened by the contractor will be inspected periodically (once per month) to determine if there is a need to employ BMPs to keep pollutants from entering storm water.
- Clearing and Grubbing – The following BMP's will be considered and used where appropriate.
 - Leaving areas undisturbed when possible.
 - Silt basins to provide silt volume for large areas.
 - Silt Traps Type A for small areas.
 - Silt Traps Type C in front of existing and drop inlets which are to be saved
 - Diversion ditches to catch sheet runoff and carry it to basins or traps or to divert it around areas to be disturbed.
 - Brush and/or other barriers to slow and/or divert runoff.
 - Silt fences to catch sheet runoff on short slopes. For longer slopes, multiple rows of silt fence may be considered.
 - Temporary Mulch for areas which are not feasible for the fore mentioned types of protections.
 - Non-standard or innovative methods.
- Cut & Fill and placement of drainage structures - The BMP Plan will be modified to show additional BMP's such as:
 - Silt Traps Type B in ditches and/or drainways as they are completed
 - Silt Traps Type C in front of pipes after they are placed
 - Channel Lining
 - Erosion Control Blanket
 - Temporary mulch and/or seeding for areas where construction activities will be ceased for 21 days or more.
 - Non-standard or innovative methods
- Profile and X-Section in place – The BMP Plan will be modified to show elimination of BMP's which had to be removed and the addition of new BMP's as the roadway was shaped. Probably changes include:
 - Silt Trap Type A, Brush and/or other barriers, Temporary Mulch, and any other BMP which had to be removed for final grading to take place.
 - Additional Silt Traps Type B and Type C to be placed as final drainage patterns are put in place.
 - Additional Channel Lining and/or Erosion Control Blanket.
 - Temporary Mulch for areas where Permanent Seeding and Protection cannot be done within 21 days.
 - Special BMP's such as Karst Policy

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- Finish Work (Paving, Seeding, Protect, etc.) – A final BMP Plan will result from modifications during this phase of construction. Probably changes include:
 - Removal of Silt Traps Type B from ditches and drainways if they are protected with other BMP's which are sufficient to control erosion, i.e. Erosion Control Blanket or Permanent Seeding and Protection on moderate grades.
 - Permanent Seeding and Protection
 - Placing Sod
 - Planting trees and/or shrubs where they are included in the project
- BMP's including Storm Water Management Devices such as velocity dissipation devices and Karst policy BMP's to be installed during construction to control the pollutants in storm water discharges that will occur after construction has been completed are : **None.**

C. Other Control Measures

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

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

3. Hazardous Waste

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

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4. Spill Prevention

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

➤ **Good Housekeeping:**

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

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

➤ **Hazardous Products:**

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

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

The following product-specific practices will be followed onsite:

➤ **Petroleum Products:**

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

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

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

➤ **Fertilizers:**

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

➤ **Paints:**

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

➤ **Concrete Truck Washout:**

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

➤ **Spill Control Practices**

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

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

D. Other State and Local Plans

This BMP plan shall include any requirements specified in sediment and erosion control plans, storm water management plans or permits that have been approved by other state or local officials. Upon submittal of the NOI, other requirements for surface water protection are incorporated by reference into and are enforceable under this permit (even if they are not specifically included in this BMP plan). This provision does not apply to master or comprehensive plans, non-enforceable guidelines or technical guidance documents that are not identified in a specific plan or permit issued for the construction site by state or local officials. **None.**

E. Maintenance

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

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the purpose of post construction storm water management with specific guidance for any non-routine maintenance. **None.**

F. Inspections

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

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

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G. Non – Storm Water discharges

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

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

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

H. Groundwater Protection Plan (3)

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

- Contractors statement: (3)

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

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

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

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

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

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

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

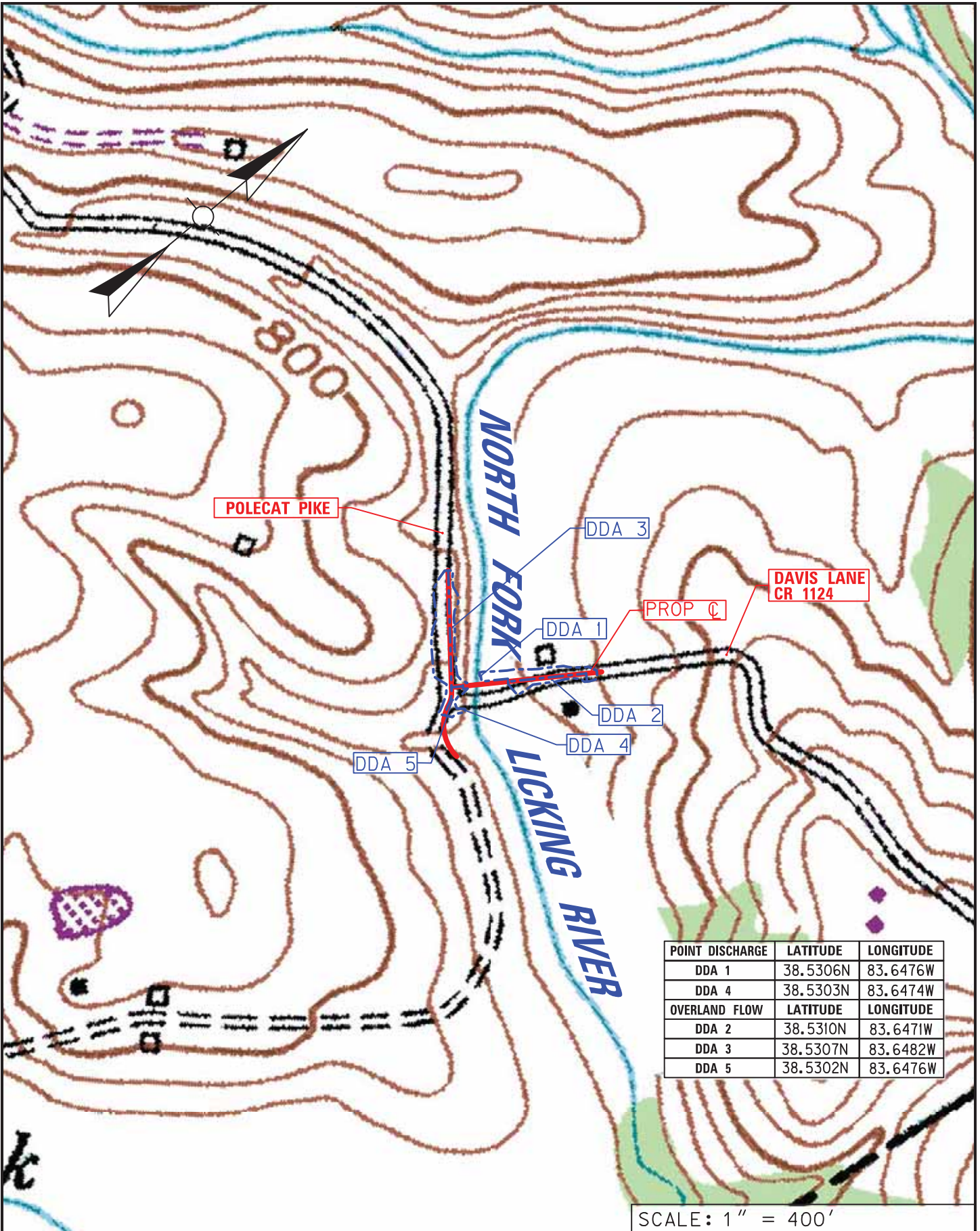
Or, check the following only if there are no qualifying activities

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

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

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

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



SCALE: 1" = 400'

KENTUCKY TRANSPORTATION	SITE: SW/4 SPRINGDALE 15' QUADRANGLE	NORTH FORK LICKING RIVER	
	COUNTY: MASON	NEAR: RECTORVILLE, KY	ITEM: 9-8910 SHEET: 1 OF 1

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>

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SPECIAL NOTE FOR DRILLED SHAFTS

1.0 DESCRIPTION. Furnish all equipment, materials and labor necessary for constructing reinforced concrete drilled shafts in cylindrically excavated holes according to the details shown on the plans or as the Engineer directs. Construct the shaft to the lines and dimensions shown on the plans, or as the Engineer directs. Section references herein are to the Department's Standard Specifications for Road and Bridge Construction, current edition.

2.0 MATERIALS.

2.1 Concrete. Use Class A Modified concrete unless otherwise shown on the plans. The slump at the time of placement shall be 6.5 to 9.5 inches, the coarse aggregate shall be size 67, 68, 78, 8 or 9M, and the water/cementitious material ratio shall not exceed 0.45. Include water reducing and retarding admixtures. Type F high range water reducers used in combination with retarding admixtures or Type G high range water reducers fully meeting trial batch requirements are permitted and Class F fly ash is permitted in conformance with Section 601. Design the mix such that the concrete slump exceeds 4 inches at 4 hours after batching. If the estimated concrete transport, plus time to complete placement, exceeds 4 hours, design the concrete to have a slump that exceeds 4 inches or more for the greater time after batching and demonstrate that the slump requirement can be achieved after the extended time period using a trial batch.

Perform trial batches prior to beginning drilled shaft construction in order to demonstrate the adequacy of the proposed concrete mix. Demonstrate that the mix to be used will meet the requirements for temperature, slump, air content, water/cementitious material ratio, and compressive strength. Use the ingredients, proportions and equipment (including batching, mixing, and delivery) to be used on the project. Make at least 2 independent consecutive trial batches of 3 cubic yards each using the same mix proportions and meeting all specification requirements for mix design approval. Submit a report containing these results for slump, air content, water/cement ratio, temperature, and compressive strength and mix proportions for each trial batch to the Engineer for review and approval. Failure to demonstrate the adequacy of the concrete mix, methods, or equipment to the Engineer is cause for the Engineer to require appropriate alterations in concrete mix, equipment, and/or method by the Contractor to eliminate unsatisfactory results. Perform additional trial batches required to demonstrate the adequacy of the concrete mix, method, or equipment.

2.2 Steel Reinforcement. Provide Grade 60 deformed bars conforming to Section 811 of the Standard Specifications. Rail steel is permitted for straight bars only. Place according to Section 602 of the Standard Specifications, this Special Note, and the plans. Use non-corrosive centering devices and feet to maintain the specified reinforcement clearances.

2.3 Casings. Provide casing meeting the requirements of ASTM A 252 Grade 2 or better unless otherwise specified. Ensure casing is smooth, clean, watertight, true and straight, and of ample strength to withstand handling, installation, and extraction stresses and the pressure of both concrete and the surrounding earth materials. Ensure the outside diameter of casing is not less than the specified diameter of shaft.

Use only continuous casings. Cut off the casing at the prescribed elevation and trim to within tolerances prior to acceptance. Extend casing into bedrock a sufficient distance to stabilize the shaft excavation against collapse, excessive deformation, and/or flow of water if required and/or shown on the plans.

Install from the work platform continuous casing meeting the design thickness requirements, but not less than 3/8 inch, to the elevations shown on the plans. When drilled

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shafts are located in open water areas, extend casings above the water elevation to the plan tip elevation to protect the shaft concrete from water action during concrete placement and curing. All casing is permanent unless temporary casing is specified in the contract drawings or documents. Permanent casing is incidental to the applicable drilled shaft unit bid price unless noted otherwise in the contract. Temporary casing may be required for drilled shafts not socketed into bedrock. If temporary surface casings are used, extend each casing up to the work platform. Remove all temporary surface casing prior to final acceptance unless otherwise permitted by the Central Office Construction Engineer.

Ensure casing splices have full penetration butt welds conforming to the current edition of AWS D1.1 with no exterior or interior splice plates and produce true and straight casing.

2.4 Slurry. When slurry is to be used for installation of the Drilled Shaft, submit a detailed plan for its use and disposal. The plan should include, but not be limited to the following:

- 1) Material properties
- 2) Mixing requirements and procedures
- 3) Testing requirements
- 4) Placement procedures
- 5) Disposal techniques

Obtain the Central Office Division of Construction's approval for the slurry use and disposal plan before installing drilled shafts.

2.5 Tremies. Provide tremies of sufficient length, weight, and diameter to discharge concrete at the shaft base elevation. Ensure the tremie diameter is least 6 times the maximum size coarse aggregate to be used in the concrete mix and no less than 10 inches. Provide adequate wall thickness to prevent crimping or sharp bends that restrict concrete placement. Support tremies used for depositing concrete in a dry drilled shaft excavation so that the free fall of the concrete does not cause the shaft excavation to cave or slough. Maintain a clean and smooth tremie surface to permit both flow of concrete and unimpeded withdrawal during concrete placement. Do not allow any aluminum parts to contact the concrete. Construct tremies used to deposit concrete for wet excavations so that they are watertight and will readily discharge concrete.

2.6 Concrete Pumps. Provide pump lines with a minimum diameter of 5 inches and watertight joints.

2.7 Drop Chutes. Do not use aluminum drop chutes.

3.0 CONSTRUCTION.

3.1 Preconstruction.

3.1.1 Prequalification. The Department will require prequalification by the Division of Construction Procurement before accepting a bid for the construction of Drilled Shafts.

3.1.2 Pre-Bid Inspection. Inspect both the project site and all subsurface information, including any soil or rock samples, prior to submitting a bid. Contact the Geotechnical Branch (502-564-2374) to schedule a viewing of the subsurface information. Failure to inspect the project site and view the

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subsurface information will result in the forfeiture of the right to file a claim based on site conditions and may result in disqualification from the project.

3.1.3 Drilled Shaft Installation Plan. Upon request, the Department will review a Drilled Shaft Installation Plan. Submit the plan no later than 45 calendar days prior to constructing drilled shafts. Items covered in this plan should include, but not be limited to the following:

- 1) Name and experience record of jobsite drilled shaft superintendent and foremen in charge of drilled shaft operations for each shift.
- 2) List and size of proposed equipment including cranes, drills, augers, bailing buckets, final cleaning equipment, de-sanding equipment, slurry pumps, core sampling equipment, tremies or concrete pumps, casings, etc.
- 3) Details of overall construction operation sequence and the sequence of shaft construction in the bents or groups.
- 4) Details of shaft excavation methods including methods to over-ream or roughen shaft walls, if necessary.
- 5) Details of slurry when the use of slurry is anticipated. Include methods to mix, circulate, and de-sand the proposed slurry. Provide details of proposed testing, test methods, sampling methods, and test equipment.
- 6) Details of proposed methods to clean shaft and inside of casing after initial excavation.
- 7) Details of reinforcement handling, lifting, and placement including support and method to center in shaft. Also include rebar cage support during concrete placement and temporary casing removal.
- 8) Details of concrete placement including procedures for concrete tremie or pump. Include initial placement, raising during placement, and overfilling of the shaft to expel contaminated concrete.
- 9) Required submittals including shop drawings and concrete design mixes.
- 10) Other information shown in the plans or requested by the Engineer.
- 11) Special considerations for wet construction.
- 12) Details of environmental control procedures to protect the environment from discharge of excavation spoil, slurry (natural and mineral), and concrete over-pour.

The Division of Construction will review the submitted procedure and provide comments and recommendations. The Contractor is responsible for satisfactory construction and ultimate performance of the Drilled Shaft.

3.2 General Construction. Construct drilled shafts as indicated in the plans or described in this Special Note by either the dry or wet method. When the plans describe a particular method of construction, use this method unless the Engineer permits otherwise. When the plans do not describe a particular method, propose a method on the basis of its suitability to the site conditions. Approval of this proposed method is contingent upon the satisfactory results of the technique shaft.

The construction of the first drilled shaft or technique shaft will be used to determine if the methods and equipment used by the contractor are sufficient to produce a completed shaft meeting the requirements of the plans and specifications. Ability to control dimensions and alignment of excavations within tolerances; to seal the casing into impervious materials; to prevent caving or deterioration of subsurface materials by the use of slurry or other means; to

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properly clean the completed shaft excavation; to construct excavations in open water areas when required by the plans; to establish methods for bellling or over-reaming when required by the plans; to determine the elevation of ground water; to satisfactorily handle, lift, place, and support the reinforcement cage; to satisfactorily place concrete meeting the specifications within the prescribed time frame; and to satisfactorily execute any other necessary construction operations will be evaluated during construction of the first shaft(s). Revise the methods and equipment as necessary at any time during the construction of the first shaft when unable to satisfactorily carry out any of the necessary operations described above or unable to control the dimensions and alignment of the shaft excavation within tolerances. Accurately locate technique so they may be used in the finished structure unless directed otherwise in the contract document or by the Engineer.

If at any time the Contractor fails to satisfactorily demonstrate, to the satisfaction of the Engineer, the adequacy of methods or equipment and alterations are required, additional technique shafts will be required at no additional cost to the Department and with no extension of contract time. Additional technique shafts shall be located as near as possible to the proposed production shafts but in a location as not to interfere with other construction activities. Once approval has been given to construct production shafts, no changes will be permitted in the methods or equipment used to construct the satisfactory shaft without written approval of the Engineer.

Do not make a claim against the Department for costs of construction delays, or any materials, labor, or equipment that may be necessary due to the Contractor's failure to furnish drilled shafts of a length sufficient to obtain the required bearing values, or for variations in length due to subsurface conditions that may be encountered. Soundings, boring logs, soil profiles, or other subsurface data included in the Contract documents are used by the Department for design and making preliminary estimates of quantities and should be used only at the risk of the Contractor for determining equipment, materials, or labor necessary for drilling shafts as required by the contract.

When necessary, set temporary removable surface casing. Use surface casing of sufficient length to prevent caving of the surface soils and to aid in maintaining shaft position and alignment. Pre-drilling with slurry and/or over-reaming to the outside diameter of the casing may be required to install the surface casing at some sites.

Provide equipment capable of constructing shafts to the deepest shaft depth shown in the plans plus 15 feet, 20 percent greater than the longest shaft (measured from the ground or water surface to the tip of the shaft), or 3 times the shaft diameter, whichever is greater. Blasting excavation methods are not permitted.

Use permanent casing unless otherwise noted in the Contract. Place casing as shown on the plans before beginning excavation. If full penetration cannot be attained, the Engineer may direct that excavation through the casing be accomplished and the casing advanced until reaching the plan tip elevation. In some cases, over-reaming to the outside diameter of the casing may be required before placing the casing. Cut off the casing at the prescribed elevation and leave the remainder of the casing in place. Do not use vibratory hammers for casing installation within 50 feet of shafts that have been completed less than 24 hours.

3.2.1 Dry Construction Method. Use the dry construction method only at sites where the ground water table and soil conditions (generally stiff to hard clays or rock above the water table) make it feasible to construct the shaft in a relatively dry excavation and where the sides and bottom of the shaft are stable and may be visually inspected by the Engineer prior to placing the concrete. The dry construction method consists of drilling the shaft excavation, removing accumulated seepage water and loose material from the excavation, and placing the shaft concrete in a relatively dry excavation.

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3.2.2 Wet Construction Method. Use the wet construction method at all sites where it is impractical to excavate by the dry method. The wet construction method consists of drilling the shaft excavation below the water table, keeping the shaft filled with water (including natural slurry formed during the drilling process) or slurry as defined in part 2.4 of this Special Note, desanding and cleaning the slurry as required, final cleaning of the excavation by means of a bailing bucket, air lift, submersible pump or other approved devices and placing the shaft concrete (with a tremie or concrete pump beginning at the shaft bottom) which displaces the water or slurry as concrete is placed.

Where drilled shafts are located in open water areas, construct the shafts by the wet method using casings extending from above water elevation to the plan casing tip elevation to protect the shaft concrete from water action during placement and curing. Install the casing in a manner that will produce a positive seal at the bottom of the casing.

3.3 Slurry. When the Contractor elects to use slurry, adjust construction operations so that the slurry is in contact with the bottom 5 feet of the shaft for less than 4 hours unless the Engineer approves otherwise. If the 4-hour limit is exceeded, over-ream the bottom 5 feet of shaft.

3.4 Cleaning. Over-reaming, cleaning, or wire brushing the sidewalls of the shaft excavation and permanent casings may be necessary to remove the depth of softening or to remove excessive slurry cake buildup as indicated by sidewall samples or other test methods employed by the Engineer. Over-ream around the perimeter of the excavation a minimum depth of 1/2 inch and maximum depth of 3 inches.

3.5 Subsurface Exploration. Take subsurface exploration borings when shown on the plans or as the Engineer directs to determine the character of the material that the shaft extends through and the material directly below the shaft excavation. Complete subsurface exploration borings prior to beginning excavation for any drilled shaft in a group. Unless directed otherwise, extend subsurface exploration borings a minimum depth of 3 shaft diameters but not less than 10 feet below the bottom of the anticipated tip of drilled shaft excavation as shown on the plans. For subsurface exploration borings where soil sampling is required use thin-wall tube samples and perform standard penetration tests according to the Department's current Geotechnical Manual. When shafts extend into bedrock, soil samples are not required unless otherwise specified. Perform rock core drilling according to the Department's Geotechnical Manual. When the Engineer directs, perform additional subsurface exploration borings prior to drilled shaft construction. Measure soil samples and/or rock cores and visually identify and describe them on the subsurface log according to the Department's current Geotechnical Manual. Subsurface exploration borings must be performed by contractors/consultants prequalified by the Department's Division of Professional Services for Geotechnical Drilling Services at the time that field work begins.

The Engineer or geotechnical branch representative may be on-site during the subsurface exploration process to evaluate the soil and/or rock core samples. The Engineer or geotechnical branch representative will determine the need to extend the borings to depths greater than the depths previously specified. Handle, label, identify, and store soil and/or rock samples according to the Department's current Geotechnical Manual and deliver them with the subsurface logs to the geotechnical branch's rock core lab in Frankfort within 24-hours of completing the borings, unless directed otherwise.

The Engineer will inspect the soil samples and/or cores and determine the final depth of required excavation (final drilled shaft tip elevation) based on evaluation of the material's suitability. The Engineer will establish the final tip elevations for shaft locations, other than

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those for which subsurface exploration borings have been performed, based on the results of the subsurface exploration. Within 15 calendar days after completion of the subsurface exploration borings, the Engineer will notify the contractor of the final tip elevations for shaft locations.

3.6 Excavations. The plans indicate the expected depths, the top of shaft elevations, and the estimated bottom of shaft elevations between which the drilled shaft are to be constructed. Drilled shafts may be extended deeper when the Engineer determines that the material encountered while drilling the shaft excavation is unsuitable and/or is not the same as anticipated in the design of the drilled shaft. Drilled shafts may be shortened when the Engineer determines the material encountered is better than that anticipated.

Begin drilled shaft excavation the excavation, excavation inspection, reinforcement placement, and concrete placement can be completed as one continuous operation. Do not construct new shafts within 24 hours adjacent to recently completed shafts if the center-to-center spacing is less than 3 shaft diameters.

Dispose of excavated material removed from the shaft according to the Standard Specifications or the contract documents.

Do not allow workmen to enter the shaft excavation for any reason unless both a suitable casing has been installed and adequate safety equipment and procedures have been provided to the workmen entering the excavation. Recommended Procedures for the Entry of Drilled Shaft Foundation Excavations, prepared by ADSC: The International Association of Foundation Drilling provides guideline recommendations for down-hole entry of drilled excavations.

3.7 Obstructions. Remove subsurface obstructions at drilled shaft locations. Such obstructions may include man-made materials such as old concrete foundations or natural materials such as boulders. Blasting is not permitted.

3.8 Inspections of Excavations. Provide equipment for checking the dimensions and alignment of each shaft excavation. Determine the dimensions and alignment of the shaft excavation under the observation and direction of the Engineer. Provide equipment necessary to verify shaft cleanliness for the method of inspection selected by the Engineer.

Measure final shaft depths with a weighted tape or other approved methods after final cleaning. Ensure the base of each shaft has less than ½ inch of sediment at the time of concrete placement. For dry excavations, do not allow the depth of water to exceed 3 inches for tremie or pump methods of concrete placement. Verify shaft cleanliness to the Engineer using direct visual inspection or other method the Engineers determines acceptable. Video camera or underwater inspection procedures may be used if specified in the plans. Inspect the side surfaces of rock sockets to ensure they are rough and of such condition to ensure bond between the shaft concrete and the rock. Calipers, bent rods, or other devices may be used to inspect the diameter and roughness of rock sockets. When the Engineer directs, mechanically roughen surfaces found to be smooth.

3.9 Reinforcing Steel Cage Fabrication and Placement. Assemble the reinforcing steel cage, consisting of longitudinal bars, ties, spirals, cage stiffener bars, spacers, centering devices, and other necessary appurtenances and place as a prefabricated unit immediately after the shaft excavation is inspected and accepted, and just prior to concrete placement.

Tie the reinforcing steel with 100 percent double-wire ties and provide support so that it will remain within allowable tolerances for position. Locate splices as shown on the plans. Splice no more than 50 percent of the longitudinal reinforcing within 2-lap splice lengths of any location or within 3 feet of the splice location if approved mechanical connectors are used. All splices are to be in accordance with plan details. Use bands, temporary cross ties,

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etc. as required to provide a reinforcement cage of sufficient rigidity to prevent racking, permanent deformations, etc. during installation.

Use concrete centering devices or other approved non-corrosive centering devices at sufficient intervals along the length of the reinforcement cage to ensure concentric spacing for the entire cage length. As a minimum, provide a set of non-corrosive centering devices at intervals not exceeding 5 feet throughout the length of the shaft. When the size of the longitudinal reinforcement exceeds one inch in diameter the minimum spacing may be increased to 10 feet. As a minimum, provide a set of centering devices within 2 feet of the top and 2 feet of the bottom of the shaft. In addition provide one set of centering devices 2 feet above and 2 feet below each change in shaft diameter. Provide feet (bottom supports) at the bottom of the shaft on vertical bars. As a minimum, provide non-corrosive centering devices at 60 degree intervals around the circumference of the shaft to maintain the required reinforcement clearances. Ensure the centering devices maintain the specified annular clearance between the outside of the reinforcing cage and the side of the excavated hole or casing.

Concrete centering devices and feet will be constructed of concrete equal in quality and durability to the concrete specified for the shaft. Use epoxy coated centering devices fabricated from reinforcing steel. Use feet (bottom supports) of adequate size and number to assure the rebar cage is the proper distance above the bottom as determined by part 3.11 3) of this Special Note. The feet are not intended to support the weight of the cage. In the event that the shaft has been excavated below the anticipated tip elevation, extend the reinforcing cage at the tip (low) end by lap splices, mechanical connectors, or welded splices conforming to the Standard Specifications. In this instance, splices need not be staggered and 100 percent of the reinforcing bars may be spliced at a given location. The bottom 12 inches of the shaft may not be reinforced when below plan tip elevation.

During concrete placement, support the reinforcing cage at or near the top of shaft such that the concrete feet are positioned approximately one inch above the bottom of shaft excavation. Not sooner than 24 hours after the completion of concrete placement, remove temporary supports. Provide the needed equipment, including extra cranes if necessary, to provide this cage support.

Prior to placing the reinforcement cage, demonstrate to the satisfaction of the Engineer that the fabrication and handling methods to be used will result in a reinforcing cage placed in the proper position, with the proper clearances, and without permanent bending, squashing, or racking of the reinforcement cage. During this demonstration bring the cage to an upright position, lower into a shaft excavation, and support as if for concrete placement.

Check the elevation of the top of the reinforcing cage before and after the concrete is placed. If the reinforcing cage is not maintained within the specified tolerances, correct to the satisfaction of the Engineer. Do not construct additional shafts until the contractor has modified his reinforcing cage support to obtain the required tolerances.

3.10 Concrete Placement. Place concrete according to the applicable portions of the Standard Specifications and with the requirements set forth herein. Do not apply the provisions of the Special Note 6U for Structural Mass Concrete.

Place concrete as soon as practical after reinforcing steel placement but no later than 4 hours after completion of the shaft excavation. Place concrete continuously from the bottom to above the top elevation of the shaft. For shafts that extend above ground or water surface, place concrete continuously after the shaft is full until good quality concrete is evident at the top of the shaft. Form any portion of the shaft above ground with a removable form or other approved method to the dimensions shown on the plans.

For shafts constructed in the wet with the top of the shaft below the water surface and below top of casing, place concrete to approximately one shaft diameter but no less than 2 feet above the top of shaft elevation. Remove contaminated concrete and deleterious material, as

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determined by the Engineer, accumulated above the top of shaft elevation immediately after completing concrete placement. Deleterious material and contaminated concrete may be airlifted under a head of water or slurry provided that the head is maintained at or near the exterior water surface elevation. Carefully remove any concrete remaining above plan top of shaft after curing and excess casing removal.

Place concrete either by free fall, through a tremie, or concrete pump. Use the free fall placement method in dry holes only. The maximum height of free fall placement is 20 feet. Do not allow concrete placed by free fall to contact either the reinforcing cage or hole sidewall. Drop chutes may be used to direct concrete to the base during free fall placement.

Place concrete in the shaft in one continuous operation. Maintain a minimum slump of 4 inches or more throughout the placement for 4 hours after batching. Adjust approved admixtures in the concrete mix for the conditions encountered on the job so that the concrete remains in a workable plastic state throughout the placement. Perform slump loss tests to demonstrate that the concrete will maintain a 4-inch or greater slump for a period of time equal to the estimated transport plus the 2-hour placement time, but not less than 4 hours.

When the Engineer determines the concrete placement methods and/or equipment during construction of any technique and/or production shafts to be inadequate, make appropriate alterations to eliminate unsatisfactory results.

Drilled shafts not meeting the concrete placement requirements of this Special Note or contract plans are unacceptable. Correct all unacceptable completed shafts to the satisfaction of the Engineer.

3.10.1 Tremie Placement. Tremies may be used for concrete placement in either wet or dry holes. Extend the tremie to the shaft base elevation before starting underwater placement. Valves, bottom plates, or plugs may be used only if concrete discharge can begin approximately 2 inches above the excavation bottom. Remove plugs from the excavation unless otherwise approved by the Engineer. Maintain tremie discharge at or near the bottom of excavation as long as practical during concrete placement. Immerse tremie discharge end as deep as practical in the concrete but not less than 10 feet.

If at any time during the concrete pour the tremie line orifice is removed from the fluid concrete column and discharges concrete above the rising concrete surface, the entire drilled shaft is considered defective. In such case, remove the reinforcing cage and concrete, complete any necessary sidewall cleaning or over-reaming as directed by the Engineer, and repour the shaft.

3.10.2 Pumped Concrete. Concrete pumps and lines may be used for concrete placement in either wet or dry excavations. Do not begin concrete placement until the pump line discharge orifice is at the shaft base elevation.

For wet excavations, use a plug or similar device to separate the concrete from the fluid in the hole until pumping begins. Remove the plug unless otherwise approved by the engineer.

Ensure the discharge orifice remains at least 10 feet below the surface of the fluid concrete. When lifting the pump line during concrete placement, reduce the line pressure until the orifice has been repositioned at a higher level in the excavation.

If at any time during the concrete pour the pump line orifice is removed from the fluid concrete column and discharges concrete above the rising concrete level, the Department will consider the shaft defective. In such case, remove the reinforcing cage and concrete, complete any necessary sidewall cleaning or over-reaming as the Engineer directs, and repour the shaft.

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3.10.3 Drop Chutes. Drop chutes may be used to direct placement of free fall concrete in excavations where the maximum depth of water does not exceed one inch. Do not use the free fall method of placement in wet excavations. Concrete may be placed through either a hopper at the top of the tube or side openings as the drop chute is retrieved during concrete placement. Reduce the height of free fall and/or reduce the rate of concrete flow into the excavation if the concrete placement causes the shaft excavation to cave or slough, or if the concrete strikes the reinforcing cage or sidewall. When the Engineer determines free fall placement cannot be accomplished satisfactorily, use either tremie or pumping to accomplish the pour.

3.11 Construction Tolerances. The following construction tolerances apply to drilled shafts unless otherwise stated in the contract document:

- 1) Construct drilled shaft within 3 inches of plan position in the horizontal plane at the top of the shaft.
- 2) Do not vary the vertical alignment of a shaft excavation from the plan alignment by more than 1/4 inch per foot of depth or 6 inches total.
- 3) Maintain the top of the reinforcing steel cage no more than 6 inches above and no more than 3 inches below plan position.
- 4) All casing diameters shown on the plans refer to O.D. (outside diameter) dimensions. The casing dimensions are subject to American Pipe Institute tolerances applicable to regular steel pipe. A casing larger in diameter than shown in the plans may be used, at no additional cost, with prior approval by the Department.
- 5) Maintain the top of shaft concrete within ± 3 inches from the plan top of shaft elevation, measured after excess shaft concrete has been removed.
- 6) Design excavation equipment and methods so that the completed shaft excavation will have a planar bottom. Maintain the cutting edges of excavation equipment normal to the vertical axis of the equipment within a tolerance of $\pm 3/8$ inch per foot of diameter. The tip elevation of the shaft has a tolerance of ± 6 inches from final shaft tip elevation unless otherwise specified in the plans.

Drilled shaft excavations and completed shafts not constructed within the required tolerances are unacceptable. Correct all unacceptable shaft excavations and completed shafts to the satisfaction of the Engineer. When a shaft excavation is completed with unacceptable tolerances, present corrective measures designed by a registered Professional Engineer for approval.

4.0 MEASUREMENT.

4.1 Drilled Shafts. The Department will not measure for payment any trial batches required to demonstrate the adequacy of the concrete mix, method, or equipment; concrete required to fill an oversized casing or oversized excavation; obstruction removal; over-reaming or sidewall cleaning; inspection work or inspection equipment; materials or work necessary, including engineering analyses and redesign, to alter unacceptable work methods or to complete corrections for unacceptable work; and will consider them incidental to the Drilled Shaft. Unless noted otherwise in the contract documents, casing is incidental to the drilled shaft.

4.1.1 Drilled Shaft, Common. The Department will measure the length, in linear feet, of drilled shaft above the top of rock elevation shown on the plans. The

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Department will consider this quantity Drilled Shaft, Common regardless of the character of material actually encountered.

4.1.2 Drilled Shafts, Solid Rock. The Department will measure the length, in linear feet, of drilled shaft below the top of rock elevation shown on plans. The Department will consider this quantity Drilled Shafts, Solid Rock regardless of the character of material actually encountered during excavation.

4.2 Technique Shaft. The Department will pay for technique shaft at the contract unit price per each as detailed on the plans or as directed by the Engineer. This will constitute full compensation for all costs incurred during installation as described herein for 'Drilled Shaft' or in the contract documents. No additional compensation beyond the number of technique shafts allowed for in the plans will be permitted for additional technique shafts required because of failure to demonstrate adequacy of methods.

4.3 Rock Coring and Rock Sounding. The Department will measure Rock Sounding and Rock Coring shown on the plans, as specified in part 3.5 of this Special Note, and as the Engineer directs, in linear feet to the nearest 0.1-foot. If soil samples are specified in the contract documents they will be incidental to the unit price bid for Rock Sounding. The Department will not measure or pay for subsurface exploration performed deeper than the elevations indicated on the plans and/or in this Special Note, unless directed by the Engineer, and will consider it incidental to these items of work. Additionally, the Department will consider all mobilization, equipment, labor, incidental items, and operations necessary to complete the boring operations incidental to these items of work.

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>
----	Drilled Shaft, Diameter*, Common	Linear Foot
----	Drilled Shaft, Diameter*, Solid Rock	Linear Foot
----	Technique Shaft	Each
20745ED	Rock Sounding	Linear Foot
20746ED	Rock Coring	Linear Foot

* See Plan Sheets for sizes of shafts.

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

June 15, 2012

SPECIAL NOTE FOR TURF REINFORCING MAT

1.0 DESCRIPTION. Install turf reinforcement mat at locations specified in the Contract or as the Engineer directs. Section references herein are to the Department's Standard Specifications for Road and Bridge Construction, current edition.

2.0 MATERIALS.

2.1 Turf Reinforcement Mat (TRM). Use a Turf Reinforcement Mat defined as permanent rolled erosion control product composed of non-degradable synthetic fibers, filaments, nets, wire mesh and/or other elements, processed into a three-dimensional matrix of sufficient thickness and from the Department's List of Approved Materials. Mats must be 100% UV stabilized materials. For TRMs containing degradable components, all physical property values must be obtained on the non-degradable portion of the matting exclusively. Ensure product labels clearly show the manufacturer or supplier name, style name, and roll number. Ensure labeling, shipment and storage follows ASTM D-4873. The Department will require manufacturer to provide TRMs that are machine constructed web of mechanically or melt bonded nondegradable fibers entangled to form a three dimensional matrix. The Department will require all long term performance property values in table below to be based on non degradable portion of the matting alone. Approved methods include polymer welding, thermal or polymer fusion, or placement of fibers between two high strength biaxially oriented nets mechanically bound by parallel stitching with polyolefin thread. Ensure that mats designated in the plans as Type 4 mats, are not to be manufactured from discontinuous or loosely held together by stitching or glued netting or composites. Type 4 mats shall be composed of geosynthetic matrix that exhibits a very high interlock and reinforcement capacities with both soil and root systems and with high tensile modulus. The Department will require manufacturer to use materials chemically and biologically inert to the natural soil environments conditions. Ensure the blanket is smolder resistant without the use of chemical additives. When stored, maintain the protective wrapping and elevate the mats off the ground to protect them from damage. The Department will not specify these materials for use in heavily acidic coal seam areas or other areas with soil problems that would severally limit vegetation growth.

- A) Dimensions. Ensure TRMs are furnished in strips with a minimum width of 4 feet and length of 50 feet.
- B) Weight. Ensure that all mat types have a minimum mass per unit area of 7 ounces per square yard according to ASTM D 6566.
- C) Performance Testing: The Department will require AASHTO's NTPEP index testing. The Department will also require the manufacturer to perform internal MARV testing at a Geosynthetic Accreditation Institute – Laboratory Accreditation Program (GAI-LAP) accredited laboratory for tensile strength, tensile elongation, mass per unit area, and thickness once every 24,000 yds of production or whatever rate is required to ensure 97.7% confidence under ASTM D4439& 4354. The Department will require Full scale testing for slope and channel applications shear stress shall be done under ASTM D 6459, ASTM D 6460-07 procedures.

2.2 Classifications

The basis for selection of the type of mat required will be based on the long term shear stress level of the mat of the channel in question or the degree of slope to protect and will be designated in the contract. The Type 4 mats are to be used at structural backfills protecting critical

structures, utility cuts, areas where vehicles may be expected to traverse the mat, channels with large heavy drift, and where higher factors of safety, very steep slopes and/or durability concerns are needed as determined by project team and designer and will be specified in the plans by designer.

Turf Reinforcement Matting					
Properties ¹	Type 1	Type 2	Type 3	Type 4	Test Method
Minimum tensile Strength lbs/ft	125	150	175	3000 by 1500	ASTM D6818 ²
UV stability (minimum % tensile retention)	80	80	80	90	ASTM D4355 ³ (1000-hr exposure)
Minimum thickness (inches)	0.25	0.25	0.25	0.40	ASTM D6525
Slopes applications	2H:1V or flatter	1.5H:1V or flatter	1H:1V or flatter	1 H: 1V or greater	
Shear stress lbs/ft ² Channel applications	6.0 ⁴	8.0 ⁴	10.0 ⁴	12.0 ⁴	ASTM D6459 ASTM D6460-07

¹ For TRMs containing degradable components, all physical property values must be obtained on the non-degradable portion of the matting alone.

²Minimum Average Roll Values for tensile strength of sample material machine direction.

³Tensile Strength percentage retained after stated 1000 hr duration of exposure under ASTM D4355 testing. Based on nondegradable components exclusively.

⁴Maximum permissible shear design values based on short-term (0.5 hr) vegetated data obtained by full scale flume testing ASTM D6459, D6460-07. Based on nondegradable components exclusively. Testing will be done at Independent Hydraulics Facility such as Colorado State University hydraulics laboratory, Utah State University hydraulics laboratory, Texas Transportation Institute (TTI) hydraulics and erosion control laboratory.

2.3 Quality Assurance Sampling, Testing, and Acceptance

- A) Provide TRM listed on the Department’s List of Approved Materials. Prior to inclusion on the LAM, the manufacturer of TRM must meet the physical and performance criteria as outlined in the specification and submit a Letter Certifying compliance of the product under the above ASTM testing procedures and including a copy of report from Full Scale Independent Hydraulics Facility that Fully Vegetated Shear Stress meets shear stress requirements tested under D6459 and D6460-07.
- B) Contractors will provide a Letter of Certification from Manufacturer stating the product name, manufacturer, and that the product MARV product unit testing results meets Department criteria. Provide Letters once per project and for each product.
- C) Acceptance shall be in accordance with ASTM D-4759 based on testing performed by a Geosynthetic Accreditation Institute – Laboratory Accreditation Program (GAI-LAP) accredited laboratory using Procedure A of ASTM D-4354.

Current mats meeting the above criteria are shown on the Department's List of Approved Materials.

2.4 Fasteners. When the mat manufacturer does not specify a specific fastener, use steel wire U-shaped staples with a minimum diameter of 0.09 inches (11 gauge), a minimum width of one inch and a minimum length of 12 inches. Use a heavier gauge when working in rocky or clay soils and longer lengths in sandy soils as directed by Engineer or Manufacturer's Representative. Provide staples with colored tops when requested by the Engineer.

3.0 CONSTRUCTION. When requested by the Engineer, provide a Manufacturer's Representative on-site to oversee and approve the initial installation of the mat. When requested by the Engineer, provide a letter from the Manufacturer approving the installation. When there is a conflict between the Department's criteria and the Manufacturer's criteria, construct using the more restrictive. The Engineer and Manufacturer's Representative must approve all alternate installation methods prior to execution. Construct according to the Manufacturer's recommendations and the following as minimum installation technique:

3.1 Site Preparation. Grade areas to be treated with matting and compact. Remove large rocks, soil clods, vegetation, roots, and other sharp objects that could keep the mat from intimate contact with subgrade. Prepare seedbed by loosening the top 2 to 3 inch of soil.

3.2 Installation. Install mats according to Standard Drawing Sepias "Turf Mat Channel Installation" and "Turf Mat Slope Installation." Install mats at the specified elevation and alignment. Anchor the mats with staples with a minimum length of 12 inches. Use longer anchors for installations in sandy, loose, or wet soils as directed by the Engineer or Manufacturer's Representative. The mat should be in direct contact with the soil surface.

4.0 MEASUREMENT. The Department will measure the quantity of Turf Reinforcement Mat by the square yard of surface covered. The Department will not measure preparation of the bed, providing a Manufacturer's Representative, topsoil, or seeding for payment and will consider them incidental to the Turf Reinforcement Mat. The Department will not measure any reworking of slopes or channels for payment as it is considered corrective work and incidental to the Turf Reinforcement Mat. Seeding and protection will be an incidental item.

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>
23274EN11F	Turf Reinforcement Mat 1	Square Yard
23275EN11F	Turf Reinforcement Mat 2	Square Yard
23276EN11F	Turf Reinforcement Mat 3	Square Yard
23277EN11F	Turf Reinforcement Mat 4	Square Yard

June 15, 2012

SPECIAL PROVISION FOR EMBANKMENT AT BRIDGE END BENT STRUCTURES

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

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

2.0 MATERIALS.

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

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

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

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

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

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

excavation stability, at no expense to the Department.

2.4 Structure Granular Backfill. Conform to Subsection 805.11

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

3.0 CONSTRUCTION.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.0 MEASUREMENT.

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

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

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

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

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

consider it incidental to the work.

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

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

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

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

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

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

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

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

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

September 16, 2016

PART III

EMPLOYMENT, WAGE AND RECORD REQUIREMENTS

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (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).

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.

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.

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).

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.

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.

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.

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

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 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.

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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

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

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

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is utilized in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

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

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

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

2. Withholding

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

3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS**

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

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

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

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

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

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

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

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

Revised: January 25, 2017

Standard Title VI/Non-Discrimination Assurances

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

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

Standard Title VI/Non-Discrimination Statutes and Authorities

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

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

EXECUTIVE BRANCH CODE OF ETHICS

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

KRS 11A.040 (7) provides:

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

KRS 11A.040 (9) states:

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

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

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

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

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

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

Revised: January 27, 2017

PROJECT WAGE RATES / FEDERAL FUNDED

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

https://beta.sam.gov/search?index=wd&date_filter_index=0&date_rad_selection=date&wdType=dbra&construction_type=Highway&state=KY&page=1

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

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

191242

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Report Date 8/29/19

Section: 0001 - PAVING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	00003		CRUSHED STONE BASE	780.00	TON		\$	
0020	00020		TRAFFIC BOUND BASE	52.00	TON		\$	
0030	00100		ASPHALT SEAL AGGREGATE	8.00	TON		\$	
0040	00103		ASPHALT SEAL COAT	1.00	TON		\$	
0050	00221		CL2 ASPH BASE 0.75D PG64-22	405.00	TON		\$	
0060	00301		CL2 ASPH SURF 0.38D PG64-22	112.00	TON		\$	
0070	00356		ASPHALT MATERIAL FOR TACK	3.00	TON		\$	

Section: 0002 - ROADWAY

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0080	00078		CRUSHED AGGREGATE SIZE NO 2	950.00	TON		\$	
0090	00441		ENTRANCE PIPE-18 IN	82.00	LF		\$	
0100	00462		CULVERT PIPE-18 IN	95.00	LF		\$	
0110	01000		PERFORATED PIPE-4 IN	45.00	LF		\$	
0120	01010		NON-PERFORATED PIPE-4 IN	16.00	LF		\$	
0130	01020		PERF PIPE HEADWALL TY 1-4 IN	2.00	EACH		\$	
0140	01987		DELINEATOR FOR GUARDRAIL BI DIRECTIONAL WHITE	20.00	EACH		\$	
0150	02014		BARRICADE-TYPE III	4.00	EACH		\$	
0160	02159		TEMP DITCH	457.00	LF		\$	
0170	02160		CLEAN TEMP DITCH	229.00	LF		\$	
0180	02200		ROADWAY EXCAVATION	2,530.00	CUYD		\$	
0190	02220		FLOWABLE FILL	21.00	CUYD		\$	
0200	02242		WATER (FOR DUST CONTROL)	70.00	MGAL		\$	
0210	02351		GUARDRAIL-STEEL W BEAM-S FACE	462.50	LF		\$	
0220	02360		GUARDRAIL TERMINAL SECTION NO 1	1.00	EACH		\$	
0230	02371		GUARDRAIL END TREATMENT TYPE 7	3.00	EACH		\$	
0240	02432		WITNESS POST	13.00	EACH		\$	
0250	02483		CHANNEL LINING CLASS II	48.00	TON		\$	
0260	02484		CHANNEL LINING CLASS III	29.00	TON		\$	
0270	02545		CLEARING AND GRUBBING (APPROXIMATELY 0.99 ACRES)	1.00	LS		\$	
0280	02562		TEMPORARY SIGNS	141.00	SQFT		\$	
0290	02585		EDGE KEY	48.00	LF		\$	
0300	02599		FABRIC-GEOTEXTILE TYPE IV	2,200.00	SQYD		\$	
0310	02600		FABRIC GEOTEXTILE TY IV FOR PIPE	164.00	SQYD	\$2.00	\$	\$328.00
0320	02650		MAINTAIN & CONTROL TRAFFIC	1.00	LS		\$	
0330	02701		TEMP SILT FENCE	457.00	LF		\$	
0340	02703		SILT TRAP TYPE A	1.00	EACH		\$	
0350	02704		SILT TRAP TYPE B	1.00	EACH		\$	
0360	02705		SILT TRAP TYPE C	1.00	EACH		\$	
0370	02706		CLEAN SILT TRAP TYPE A	1.00	EACH		\$	
0380	02707		CLEAN SILT TRAP TYPE B	1.00	EACH		\$	
0390	02708		CLEAN SILT TRAP TYPE C	1.00	EACH		\$	
0400	02726		STAKING	1.00	LS		\$	

PROPOSAL BID ITEMS

191242

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Report Date 8/29/19

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0410	02731		REMOVE STRUCTURE (EXISTING 121-FT X 13.5-FT - 1 STEEL THRU TRUSS BRIDGE)	1.00	LS		\$	
0420	05950		EROSION CONTROL BLANKET	1,731.00	SQYD		\$	
0430	05952		TEMP MULCH	3,239.00	SQYD		\$	
0440	05953		TEMP SEEDING AND PROTECTION	2,418.00	SQYD		\$	
0450	05963		INITIAL FERTILIZER	.10	TON		\$	
0460	05964		MAINTENANCE FERTILIZER	.20	TON		\$	
0470	05985		SEEDING AND PROTECTION	953.00	SQYD		\$	
0480	05992		AGRICULTURAL LIMESTONE	1.70	TON		\$	
0490	20418ED		REMOVE & RELOCATE SIGNS	3.00	EACH		\$	
0500	21802EN		G/R STEEL W BEAM-S FACE (7 FT POST)	100.00	LF		\$	
0510	23055N		REMOVE (EXISTING STRUCTURE & TRANSPORT)	1.00	LS		\$	
0520	23274EN11F		TURF REINFORCEMENT MAT 1	470.00	SQYD		\$	
0530	24540		R/W MONUMENT TYPE 3	20.00	EACH		\$	

Section: 0003 - BRIDGE - NORTH FORK LICKING RIVER - DWG. 28004

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0540	02231		STRUCTURE GRANULAR BACKFILL	37.00	CUYD		\$	
0550	03299		ARMORED EDGE FOR CONCRETE	36.00	LF		\$	
0560	08001		STRUCTURE EXCAVATION-COMMON	154.00	CUYD		\$	
0570	08002		STRUCTURE EXCAV-SOLID ROCK	30.00	CUYD		\$	
0580	08019		CYCLOPEAN STONE RIP RAP	189.00	TON		\$	
0590	08033		TEST PILES	22.00	LF		\$	
0600	08046		PILES-STEEL HP12X53	56.00	LF		\$	
0610	08094		PILE POINTS-12 IN	4.00	EACH		\$	
0620	08100		CONCRETE-CLASS A	87.30	CUYD		\$	
0630	08104		CONCRETE-CLASS AA	89.80	CUYD		\$	
0640	08150		STEEL REINFORCEMENT	11,872.00	LB		\$	
0650	08151		STEEL REINFORCEMENT-EPOXY COATED	25,351.00	LB		\$	
0660	08671		PRECAST PC BOX BEAM SB33	422.00	LF		\$	
0670	20745ED		ROCK SOUNDINGS	13.00	LF		\$	
0680	20746ED		ROCK CORINGS	25.00	LF		\$	
0690	21420ED		DRILLED SHAFT-66 IN (COMMON)	12.50	LF		\$	
0700	21421ED		DRILLED SHAFT-60 IN (SOLID ROCK)	10.00	LF		\$	
0710	23378EC		CONCRETE SEALING	5,989.00	SQFT		\$	
0720	24896ED		RAIL SYSTEM TYPE T631	269.00	LF		\$	

Section: 0004 - DEMOBILIZATION &/OR MOBILIZATION

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0730	02569		DEMOBILIZATION	1.00	LS		\$	