



**CALL NO. 413**

**CONTRACT ID. 227020**

**FLOYD - KNOTT - LETCHER COUNTIES**

**FED/STATE PROJECT NUMBER 121GR22M083 (FD51 D23A/4663)**

**DESCRIPTION VARIOUS ROUTES IN DISTRICT 12 - 4 LOCATIONS**

**WORK TYPE BRIDGE REPLACEMENT**

**PRIMARY COMPLETION DATE 8/1/2023**

**LETTING DATE: November 17,2022**

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN STANDARD TIME November 17,2022. Bids will be publicly announced at 10:00 AM EASTERN STANDARD TIME.

**NO PLANS ASSOCIATED WITH THIS PROJECT.**

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

## TABLE OF CONTENTS

PART I	SCOPE OF WORK
	<ul style="list-style-type: none"><li>• PROJECT(S), COMPLETION DATE(S), &amp; LIQUIDATED DAMAGES</li><li>• CONTRACT NOTES</li><li>• STATE CONTRACT NOTES</li><li>• SPECIAL NOTE(S) APPLICABLE TO PROJECT</li><li>• ASBESTOS ABATEMENT REPORT</li><li>• RIGHT OF WAY CERTIFICATION</li><li>• UTILITY IMPACT &amp; RAIL CERTIFICATION NOTES</li><li>• MATERIAL SUMMARY</li></ul>
PART II	SPECIFICATIONS AND STANDARD DRAWINGS
	<ul style="list-style-type: none"><li>• SPECIFICATIONS REFERENCE</li><li>• SUPPLEMENTAL SPECIFICATION</li><li>• [SP-69] EMBANKMENT AT BRIDGE END BENT STRUCTURES</li></ul>
PART III	EMPLOYMENT, WAGE AND RECORD REQUIREMENTS
	<ul style="list-style-type: none"><li>• LABOR AND WAGE REQUIREMENTS</li><li>• EXECUTIVE BRANCH CODE OF ETHICS</li><li>• KENTUCKY EQUAL EMPLOYMENT OPPORTUNITY ACT OF 1978 LOCALITY / STATE</li><li>• PROJECT WAGE RATES / STATE FUNDED</li></ul>
PART IV	INSURANCE
PART V	BID ITEMS

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

## ADMINISTRATIVE DISTRICT - 12

**CONTRACT ID - 227020**

**121GR22M083 (FD51 FEMA D23A/4663-DR)**

**COUNTY - FLOYD**

**PCN - MB03612642201**

**FD51 036 1264 C00049N 00.22 (FEMA 4663)**

LOCUST ROAD (CR 1264) BRIDGE 036C00049N OVER LEFT FORK BEAVER CREEK AT MP 00.22BRIDGE REPLACEMENT

GEOGRAPHIC COORDINATES LATITUDE 37:23:35.00 LONGITUDE 82:44:14.00

ADT

**COUNTY - KNOTT**

**PCN - MB06011272201**

**FD51 060 1127 C00069N 00.01 (FEMA 4663)**

MEADOW LARK ROAD (CR 1127) BRIDGE 060C00069N OVER CARR FORK AT MP 00.01BRIDGE REPLACEMENT

GEOGRAPHIC COORDINATES LATITUDE 37:16:29.00 LONGITUDE 82:50:36.00

ADT

**PCN - MB06014372201**

**FD51 060 1437 C008 00.03 (FEMA 4663)**

EMBER LANE (CR 1437) BRIDGE 060C008 OVER JONES FORK AT MP 00.03BRIDGE REPLACEMENT

GEOGRAPHIC COORDINATES LATITUDE 37:24:28.00 LONGITUDE 82:52:49.00

ADT

**COUNTY - LETCHER**

**PCN - MB06710062201**

**FD51 067 1006 C003 00.01 (FEMA 4663)**

LEFT FORK MARSHALLS BRANCH ROAD (CR 1006) BRIDGE 067C003N OVER MARSHALL BRANCH AT MP 00.01BRIDGE REPLACEMENT

GEOGRAPHIC COORDINATES LATITUDE 37:12:45.00 LONGITUDE 82:35:36.00

ADT

**COMPLETION DATE(S):**

COMPLETED BY 08/01/2023	APPLIES TO ENTIRE CONTRACT
50 CALENDAR Days	APPLIES TO 036C00049N
50 CALENDAR Days	APPLIES TO 060C00069N
50 CALENDAR Days	APPLIES TO 060C008
50 CALENDAR Days	APPLIES TO 067C003

## **CONTRACT NOTES**

### **PROPOSAL ADDENDA**

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

### **BID SUBMITTAL**

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

### **JOINT VENTURE BIDDING**

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

### **UNDERGROUND FACILITY DAMAGE PROTECTION**

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

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

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

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

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

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

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

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

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

### **HARDWOOD REMOVAL RESTRICTIONS**

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

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

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

### **ACCESS TO RECORDS**

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

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

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

### **BUILD AMERICA, BUY AMERICA ACT (BABA)**

On November 15, 2021, President Biden signed into law the Infrastructure Investment and Jobs Act (IIJA), Pub. L. No. 117-58, includes the Build America, Buy America Act (“the Act”). Pub. L. No. 117-58, §§70901-52. The Act strengthens the Buy America preference to include “construction materials.” The current temporary waiver for **“construction materials”** will expire on November 10, 2022.

The Act will apply to construction materials as outlined in the guidance issued in OMB [M-22-11](#).

Construction Materials – Includes an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives – that is or consists primarily of:

- Non-ferrous metals
- Plastic/polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- Glass (including optic glass);
- Lumber; or
- Drywall.

Construction Materials only applies to items, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project.

Construction Materials does not apply to tools, equipment or supplies brought to the jobsite and removed before completion.

October 14, 2022

## **SPECIAL NOTE FOR RECIPROCAL PREFERENCE**

### **RECIPROCAL PREFERENCE TO BE GIVEN BY PUBLIC AGENCIES TO RESIDENT BIDDERS**

By reference, KRS 45A.490 to 45A.494 are incorporated herein and in compliance regarding the bidders residency. Bidders who want to claim resident bidder status should complete the Affidavit for Claiming Resident Bidder Status along with their bid in the electronic bidding software. Submittal of the Affidavit should be done along the bid in Bid Express.

April 30, 2018



**SPECIAL NOTES  
DISTRICT NO. 12  
FLOYD COUNTY  
BRIDGE REPLACEMENT  
CID 22-7020 ~ 121GR22M083  
BRIDGE NUMBER 036B00049N  
FEMA D23A/4663-DR**

**FD51 036 1264 C00049N 00.22**

CR 1264 (Locust Road) over Left Fork Beaver Creek

***Geographic Coordinates***

Latitude 37° 23' 35.00'' (37.3930)

Longitude -82° 44' 14.00'' (-82.7372)

**Description**

Single Steel Span (Existing)

48'-6" PPC Box Beam Span (Proposed)

**SPECIAL NOTES FOR BRIDGE REPLACEMENT  
036B00049N**

SPECIAL NOTE FOR SEALING BRIDGE DECKS

SPECIAL NOTE FOR CONCRETE COATING

SPECIAL NOTE FOR STRUCTURES WITH OVER THE SIDE DRAINAGE AND  
TYPE II RAILING

SPECIAL NOTE FOR CONTRACT COMPLETION DATE AND PENALTIES

SPECIAL NOTE FOR WORK ON RAILROAD RIGHT OF WAY

SPECIAL NOTE FOR BRIDGE PLANS

### SPECIAL NOTE FOR SEALING BRIDGE DECKS

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

**I. DESCRIPTION.** Perform all work in accordance with the Department's 2019 Standard Specifications, and applicable Supplemental Specifications, the attached sketches, and these Notes. Section references are to the Standard Specifications.

This work consists of: (1) Furnish all labor, materials, tools, and equipment; (2) Clean 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.** All concrete to be sealed must be clean, dry, and structurally sound. When concrete has been repaired, follow repair material manufacturer's recommended cure time prior to application of sealer. 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 restored.

#### **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 bridge deck; (3) Seal the bridge deck; (4) Maintain & control traffic; and, (5) Any other work specified as part of this contract.

## SPECIAL NOTE FOR CONCRETE COATING

### I. DESCRIPTION

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

This work consists of the following:

1. Furnish all labor, materials, tools, equipment, and incidental items necessary to complete the work.
2. Provide safe access to the bridge, in accordance with Section 107.01.01, for the Engineer to sound possible repair areas and for workers to complete the construction.
3. Repair cracks as applicable in accordance with the Special Note for Epoxy Injection Crack Repair.
4. Repair delaminated or spalled areas as applicable in accordance with the Special Note for Concrete Patching.
5. Apply Ordinary Surface Finish
6. Prepare the surfaces to receive coating.
7. Apply concrete coating.
8. Any other work as specified as part of this contract.

### II. MATERIALS

#### Concrete Coatings

See The Division of Material’s list of approved materials for concrete coatings and Section 821.

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

	Fed. Standard 595B No.	L*	a*	b*
Gray	X6492	74.94	-1.54	3.92

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

### III. CONSTRUCTION

- A. **Perform Concrete Repairs.** Repair concrete surface in accordance with the Special Note for Epoxy Injection Crack Repair and/or the Special Note for Concrete Patching Repair if included in the contract documents.

- B. Apply Ordinary Surface Finish.** In addition to new concrete, areas receiving epoxy injection, concrete patching, and other surface imperfections, including areas of minor cracking, should receive Ordinary Surface Finish in accordance with Section 601.03.18 of the Standard Specifications. Use mortar of the same cement and fine aggregate as the concrete patching, or as directed by the Engineer. Payment will be incidental to Concrete Sealing.
- C. Areas to Receive Concrete Coating:**
1. Substructure Units under open, closed, and/or sealed transverse deck joints:  
Every exposed surface above a point 6” below ground or fill line of abutments, wing walls, end bent and pier caps, pedestals, back walls, columns, and exposed footings.
  2. Other areas of the bridge as specified in the drawings.
- D. Prepare Concrete Surfaces for Repair.** All areas specified shall be pressure washed. Equip the pressure washers with calibrated gages and pressure regulators to ascertain and regulate water pressure. All equipment for pressure washing shall be operated at a minimum pressure of up 3,500 to 4,500 psi with 0 degree spinner tip and/or fan tips as determined by the engineer at the working location with a minimum flow rate of 3.5 gal/minute provided that these pressures do not damage any components of the structure. Pressure and flow rates shall be reduced to a level satisfactory to the Engineer should any damage occur due to power washing procedures. The washing wand must be approximately perpendicular to the washed surface and within a maximum of 12 inches of the surface. Wand extensions greater than 36 inches will be subject to Division of Construction approval. Pressure washing of any bridge element will proceed from top of wash area to bottom of wash area. Perform all pressure washing at temperatures above 40 degrees Fahrenheit.
- E. Apply Concrete Coating.** All areas specified shall have concrete coating applied to as specified after debris removal and power washing. New concrete shall be allowed to properly cure in accordance with the manufacturer’s recommendations prior to application. Use compressed air to remove any loose debris from the surfaces that are to be coated after power washing. All coatings shall be applied within manufacturers recommended dry film thickness range. Comply with KYTC “Standard Specifications for Road and Bridge Construction” Section 614.03.02 and coatings supplier recommended conditions for application. Allow the surfaces to be coated to dry a minimum of 24 hours before any coating is applied. The coating must be applied with 72 hours of pressure washing. The coating must be applied to a clean and dry surface. All coating application shall be executed using brushes, rollers, etc. No spray application will be permitted. The Department requires acceptance testing of samples obtained on a per-lot basis per-shipment. The Division of Materials shall perform acceptance testing. Test samples shall be taken at the Contractor’s paint storage site. Department personnel shall perform sampling. Allow (10) working days for testing and approval of the sampled paint. It is the Contractor’s responsibility to maintain an adequate inventory of approved paint. The Department shall assume no responsibility for lost work due to rejection of paint or approved paint subsequently found to be defective during the application process. Perform all concrete coating application at temperatures above 40 degrees Fahrenheit or in accordance with manufactures specifications.

**IV. MEASUREMENT**

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

**V. PAYMENT.**

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

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

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

## **SPECIAL NOTE FOR STRUCTURES WITH OVER THE SIDE DRAINAGE AND TYPE II RAILING**

- 1.0 DESCRIPTION.** Perform all work in accordance with the Kentucky Transportation Cabinet, Department of Highway's current Standard Specifications for Road and Bridge Construction and applicable Supplemental Specifications, the Standard Drawings, this Note, and the attached detail drawings. Section references are to the Standard Specifications.

This note applies to structures with over the side drainage.

This work consists of: (1) Furnish all labor, materials, tools, and equipment; (2) Install the drip strip; (3) Maintain and control traffic as applicable; and (4) Any other work specified as part of this contract.

**2.0 MATERIALS.**

**2.1 Drip Strip.** Drip strip shall be hot dipped galvanized steel with a minimum of 22 gage.

- 3.0 CONSTRUCTION.** The Contractor shall bear full responsibility and expense for any and all damage to the structure, should such damage result from the Contractor's actions.

**3.1 Installation of Drip Strip.** Install lower drip strip, as detailed, along the full length of each side of the bridge. If splices are required in the lower drip strip, tightly butt the individual pieces together, do not lap. Install a 1'-6" long upper drip strip at each railing post.

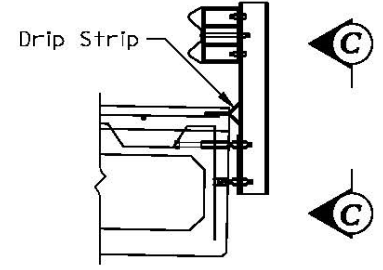
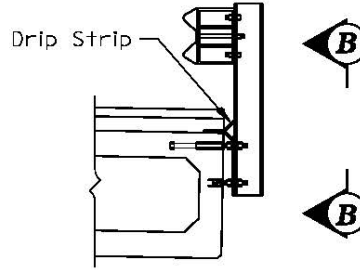
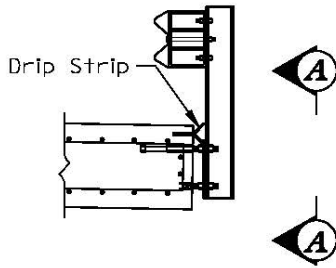
For concrete decks/slabs: Bend up strips at 90° against the inside face of the forms before concrete is placed. After the forms are removed, bend the drip strips into the final position of 45° as shown in the attached detail drawing. Use care when stripping formwork so as not to damage or wrinkle the drip strip. To further ensure that wrinkling of the strips does not occur, use an adequate length backup bar during the bending out operation.

For asphalt overlays: Prior to placing the asphalt overlay, install the bent drip strips along the edge of the prestressed box beam as shown. Fasten the drip strips with (1¼" length, 3/32" shank diameter) button head spikes with deformed shanks or expansion anchors at 1'-6" c/c max. All installation devices shall be galvanized or stainless steel. Other similar devices shall not be used unless approved by the Engineer.

**4.0 PAYMENT.**

**5.1 Drip Strip.** Cost of all work, including all materials, labor, equipment, tools, and incidentals necessary to complete the work as specified by this note, shall be considered incidental to the project.

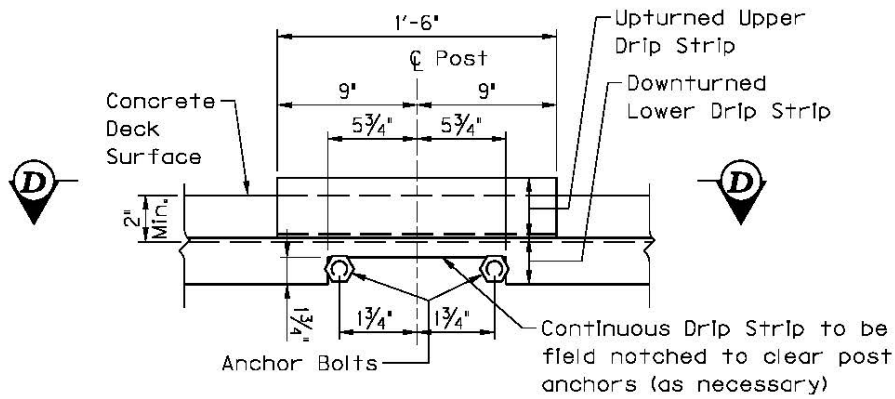




**CONCRETE SLAB WITH  
 TYPE II RAILING**

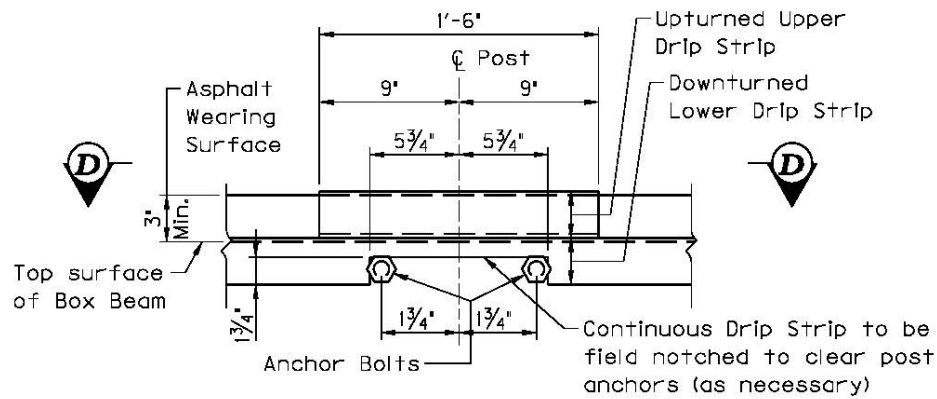
**NONCOMPOSITE BOX BEAM  
 WITH TYPE II RAILING**

**COMPOSITE BOX BEAM  
 WITH TYPE II RAILING**

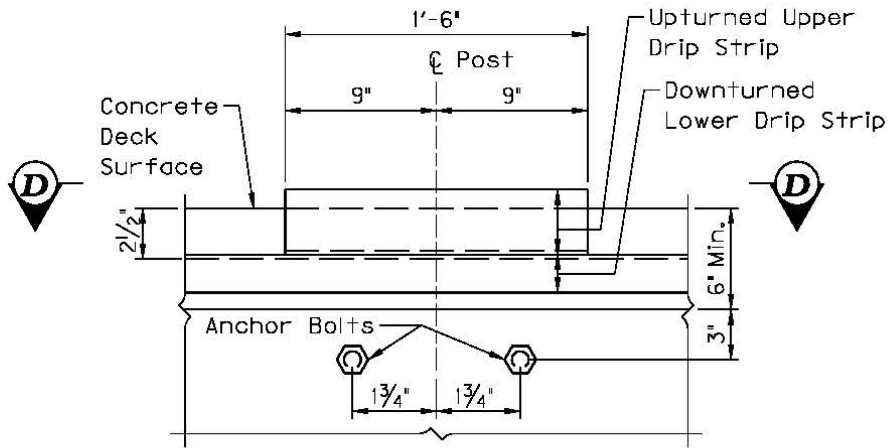


**VIEW A-A**

(Strip shown prior to concrete placement)

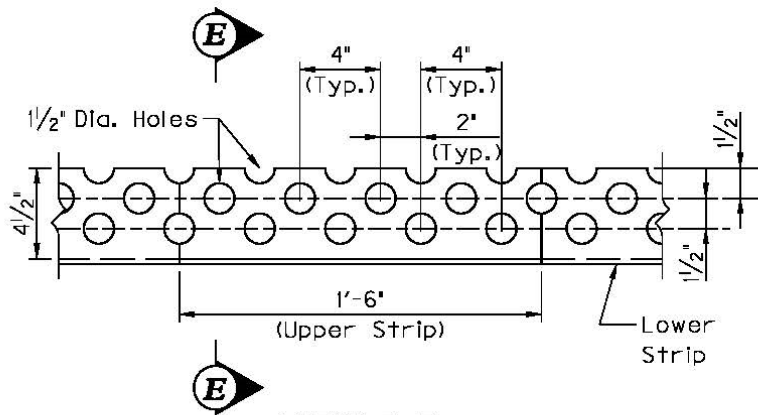


**VIEW B-B**

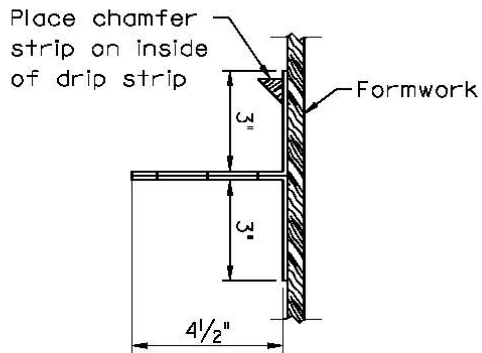


**VIEW C-C**

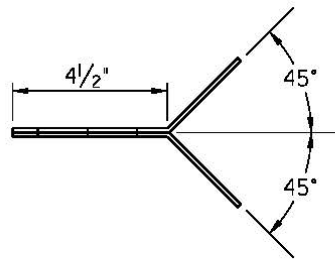
(Strip shown prior to concrete placement)



**VIEW D-D**



(For concrete deck prior to concrete placement)



(For concrete deck after concrete placement)

**SECTION E-E**

### SPECIAL NOTE FOR CONTRACT COMPLETION DATE AND PENALTIES

- 1. COMPLETION DATE.** The Contractor has the option of selecting the starting date for this Contract. Once selected, notify the Department in writing of the date selected at least two weeks prior to beginning work. All work is to be completed by the date listed below. An allotted number of Calendar days are assigned to each structure in this contract as shown below.

<u>STRUCTURE</u>	<u>NO. OF CALENDAR DAYS</u>	<u>COMPLETION DATE</u>
036C00049N	50	August 1, 2023

**All work for installation and removal of the By-pass Diversion will be excluded from the 50 allotted calendar days.**

Contrary to Section 108.07.03, the Engineer will begin charging calendar days for a structure on the day the Contractor starts work or sets up traffic control on that particular structure. A **penalty of \$500.00 per day** will be assessed when the allotted number of calendar days is exceeded for each structure.

All construction must be completed in accordance with the weather limitations specified in Section 606 and/or Section 601 as applicable. No extension of Contract time will be granted due to inclement weather or temperature limitations that occur due to starting work on the Contract or a structure late in the construction season.

## Special Note for Work on Railroad Right of Way

Prior to beginning work, the Contractor shall enter into the Right of Entry with CSX Transportation, Inc. KYTC has secured the Right of Entry and the Contractor will need to acquire the necessary insurance and sign the Contractor's Acceptance form. Insurance requirements and an example Contractor's Acceptance form may be found in the proposal. Flagging protection will not be required since there are no longer tracks in the project site.

### **Railroad Contacts:**

#### **KYTC**

Allen Rust  
KYTC Rail Coordinator  
Division of Right of Way and Utilities  
[Allen.Rust@KY.gov](mailto:Allen.Rust@KY.gov)  
502-782-4950

#### **CSX**

John White  
Real Estate Specialist – Contracts  
[John\\_C\\_White@CSX.com](mailto:John_C_White@CSX.com)  
904-279-3895

#### **CSX Insurance**

InsuranceDocuments@CSX.com

PS - FORM ROE1  
REVISED APRIL 3, 2008  
AGREEMENT NO. CSX967416

**CSX TRANSPORTATION, INC.**  
**TEMPORARY RIGHT OF ENTRY AGREEMENT**

THIS AGREEMENT, Made and effective as of October 6, 2022, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "CSXT," and KENTUCKY TRANSPORTATION CABINET, a municipal corporation, political subdivision or state agency, under the laws of the Commonwealth of Kentucky, whose mailing address is 200 Mero Street, Frankfort, Kentucky 40622, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee has submitted a written request/application to CSXT requesting permission to enter CSXT's property located at or near Hi Hat, Floyd County, Kentucky, Southern West Division, E And B V Subdivision, Milepost CON-16.13, hereinafter called ("Property,") for the purpose of staging equipment for the construction of a new highway bridge within an abandoned rail corridor, as shown on Exhibit "A", attached hereto and made a part hereof (the "Project"); and

WHEREAS, CSXT is willing to grant to Licensee the limited right and permission to enter upon the Property for the limited purpose of performing the Project.

NOW THEREFORE, CSXT hereby grants to Licensee the right and permission to enter upon the Property for the purpose of performing said Project, subject to the terms and conditions set forth below:

1. **PROJECT:** The Project shall be performed at the entire cost and expense of Licensee, in accordance with good and sound engineering practices, to the satisfaction of CSXT's Regional Engineer or his or her duly authorized representative ("Regional Engineer") and in a manner to avoid accidents, damages, unnecessary delays to or interference with train traffic of CSXT. Prior to entry, Licensee shall notify the Regional Engineer's representative and arrange for flagging protection in accordance with Sections 5 and 7 of this Agreement. Licensee shall not dig in the ballast line or within the tracks loading influence area, or otherwise disturb the track structure. Licensee and Licensee's employees, agents, contractors and other representatives (collectively, "Agents") shall maintain in their possession a copy of this Agreement at all times during their occupation of the Property.

2. **INDEMNITY:**

2.1 To the extent permitted by law, Licensee hereby assumes risk of and agrees to indemnify, defend, protect and save CSXT and CSXT's Affiliates harmless with respect to any and all attorneys' fees, liability, claims, demands, payments, suits, actions, recoveries, penalties, costs, legal expenses, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages) for:

2.1.1 personal injury, including, but not limited to bodily injury to or death of any person or persons whomsoever, including the agents, servants, Affiliates or employees of the parties;

PS - FORM ROE1  
REVISED APRIL 3, 2008  
AGREEMENT NO. CSX967416

2.1.2 the loss or damage to any property whatsoever, including property owned or in the care, custody or control of the parties hereto or their respective Affiliates;

2.1.3 any environmental damage and any related remediation brought or recovered against CSXT or any of its Affiliates; and

2.1.4 any and all other losses or damages;

arising directly or indirectly from the presence of Licensee or its Agents on or about the Property, whether or not attributable in whole or part to the negligence, gross negligence, or intentional misconduct of CSXT or its Affiliates.

2.2 The parties waive any and all right or opportunity to contest the enforceability of this Section and agree that, in the event this Section, or any part of this Section, is found unenforceable by the final, unappealable judgment of a court of competent jurisdiction, this Section shall be construed so as to be enforceable to the maximum extent permitted by applicable law. In the event that such court of competent jurisdiction finds that Florida statutory construction contract indemnity monetary limits apply to this Agreement with respect to Licensee's indemnification of CSXT and its Affiliates for liability caused in whole or in part by any act, omission or default by CSXT or its Affiliates, the parties hereto agree that such limit shall be equal to the limits (exclusive of deductibles) of the applicable insurance required by Sections 3 and 4 of this Agreement. The parties acknowledge and agree that this monetary limit, if required, bears a commercially reasonable relationship to this Agreement, in so far as, among other factors, the parties have taken into account the availability and cost of insurance and other risk transference devices, the scope of the Project, the risks associated with the Project, and the compensation and any other benefits exchanged between the parties in connection with this Agreement.

2.2.1 Licensee shall comply with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its presence or performance of any activity on the Property and agrees to indemnify, defend, and hold CSXT and its Affiliates harmless with respect to any fines, penalties, liabilities, or other consequences for its failure to so comply.

2.2.2 For the purpose of this Agreement, the term "Affiliates" includes all entities, directly or indirectly owned or controlled by, or under common control of a party or its respective officers, directors, employees and agents, and in the case of CSXT, includes CSX Corporation, CSXT and their Affiliates and their respective officers, directors, employees and agents.

2.2.3 The provisions of this Section shall survive the termination or expiration of this Agreement.

PS - FORM ROE1  
REVISED APRIL 3, 2008  
AGREEMENT NO. CSX967416

**3. GENERAL LIABILITY INSURANCE:**

3.1 Licensee shall procure and maintain, at its expense: (i) statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00), which insurance must contain a waiver of subrogation against CSXT and its Affiliates, if permitted by state law; (ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement; (iii) business automobile liability insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00) combined single limit for bodily injury and/or property damage per occurrence; and (iv) such other insurance as CSXT may reasonably require. Upon request, Licensee shall provide CSXT with a copy of Licensee's applicable insurance policies. A policy endorsement naming CSXT, and/or its designee, as an additional insured and specifying such coverage shall be furnished to CSXT prior to the execution of this Agreement, and the required coverage will be kept in force until all of Licensee's obligations under this Agreement have been fully discharged and fulfilled, or until Licensee shall have been specifically released by a written instrument signed by an authorized officer of CSXT. Licensee shall also provide CSXT with a copy of the insurance policies. The insurance policies shall provide that the insurance carrier must give CSXT notice at least thirty (30) days in advance of cancellation of coverage, of any change in coverage, or of cancellation of the policy. Notwithstanding any provisions of this Section, the liability assumed by Licensee shall not be limited to the required insurance coverage.

**4. RAILROAD PROTECTIVE LIABILITY INSURANCE:**

In the event Licensee finds it necessary to perform surveying, construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify CSXT; and (b) procure and maintain during the period of construction or demolition operations, at no cost to CSXT, Railroad Protective Liability (RPL) Insurance, naming CSXT, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 01 96) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period, with Pollution Exclusion Amendment (ISO CG 28 31 11 85) if an older ISO Form CG 00 35 is used. The original of such RPL policy shall be sent to and approved by CSXT prior to commencement of such survey, construction or demolition. CSXT reserves the right to demand higher limits.

At CSXT's option, in lieu of purchasing RPL insurance from an insurance company (but not CGL insurance), Licensee may pay CSXT, at CSXT's current rate at time of request, the cost of adding any surveying, construction or demolition activities, to CSXT's blanket Railroad Protective Liability (RPL) Policy for the period of actual surveying, construction or demolition activities. This coverage is offered at CSXT's discretion and may not be available under all circumstances.

PS - FORM ROE1  
REVISED APRIL 3, 2008  
AGREEMENT NO. CSX967416

5. **PRIOR NOTIFICATION:** Licensee or Licensee's Agents shall notify CSXT at least 30 days prior to requiring entry on the Property and shall abide by the instructions of the Regional Engineer, or his or her authorized representative.
6. **CLEARANCES:** Neither Licensee nor Agents shall perform any Project or place or operate any equipment of Licensee or Agents at a distance closer than fifty (50) feet from the center of any track, without the prior approval of the Regional Engineer. The Regional Engineer may require protective services or such other services as deemed necessary or appropriate. Equipment shall be moved across CSXT's track(s) only at a public crossing unless prior arrangements have been made with the Regional Engineer and a Private Crossing Agreement is fully executed and in place. Licensee and Agents shall take all precautions necessary to avoid interference with or damage to CSXT's property and signal and communication facilities during their performance of the Project.
7. **PROTECTIVE SERVICES:** If protective services, such as flagging protection, are required by CSXT, Licensee shall make arrangements with the Regional Engineer to furnish such personnel, flagman or watchman, that in the Regional Engineer's opinion may be necessary to protect the facilities and traffic of CSXT during the performance of the Project. Licensee shall pay for the cost of such services, including all applicable surcharges and additives. Licensee shall give notice to Licensor by completing and submitting Licensor's Outside Party Number Request Form (Form # OP) by logging on to:  
[https://propertyportal.csx.com/pub\\_ps\\_res/ps\\_res/jsf/public/index.faces](https://propertyportal.csx.com/pub_ps_res/ps_res/jsf/public/index.faces)  
If you are new to the portal, please click the link to sign up.
8. **PAYMENT FOR PROTECTIVE SERVICES:** Payment shall be made by Licensee in accordance with the following designated option:
- ( ) **Option 1:** Licensee shall make an advance deposit of funds based on an estimate of the cost of protective or other services as determined by CSXT. The cost for CSXT's services shall then be assessed by CSXT against this advance deposit. Upon completion of the Project, any unused funding will be returned to Licensee. If CSXT's costs exceed the advance deposit(s), a request will be made to Licensee for additional funds or an invoice will be issued to Licensee for final payment. Licensee shall remit payment to CSXT within thirty (30) days of receipt of either a request for additional funds or an invoice.
- ( X ) **Option 2:** Licensee shall promptly reimburse CSXT for the cost of protective or other services on an as-incurred basis, including all applicable surcharges, upon receipt of bill(s) therefore.



PS - FORM ROE1  
REVISED APRIL 3, 2008  
AGREEMENT NO. CSX967416

9. **ENVIRONMENTAL:** This Agreement does not include and expressly excludes the performance of any site investigation activities designed to determine environmental conditions on, about or beneath the Property. Precluded activities include performing soil borings for purposes other than geotechnical investigation, obtaining soil, sediment, groundwater and surface water samples, and conducting field or laboratory analyses of any soil, sediment, groundwater or surface water samples obtained from CSXT property to identify chemical composition or environmental condition. If any type of environmental investigation is desired, a separate right of entry agreement issued through CSXT's Environmental Department must be secured.

10. **CLAIMS:** Licensee shall, or shall require Agents, to promptly notify the Regional Engineer of any loss, damage, injury or death arising out of or in connection with the Project.

11. **REMEDICATION:** It is understood and agreed that, upon completion of the Project, the Property shall be left in a condition satisfactory to Regional Engineer or his or her duly authorized representative.

12. **SAFETY:**

12.1 All personnel entering the Property must comply with CSXT safety rules and requirements to include, without exception, the wearing of hard hats and approved safety shoes and safety glasses with side shields. Anyone not in compliance with these rules and regulations will be asked to leave the Property.

12.2 Before performing any work authorized by this Agreement, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (state, federal or local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b), et al.), and State "One Call" -"Call Before You Dig" requirements.

13. **TERM:** This Right-of-Entry Agreement and the permission conferred and the license granted by it does not constitute a grant of permanent easement and shall terminate upon completion of the Project or at midnight, April 6, 2023, whichever occurs first, unless extended in writing by CSXT. In the event Licensee fails to comply with terms and provisions of this Agreement, Licensee agrees to pay and agrees that CSXT shall be entitled to recover costs and expenses incurred by CSXT, including legal fees and expenses, to enforce the terms of this Agreement.

14. **SEVERABILITY:** The parties agree that if any part, term or provision of the Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term or provision shall be severable, with the remainder of the

PS - FORM ROE1  
REVISED APRIL 3, 2008  
AGREEMENT NO. CSX967416

Agreement remaining valid and enforceable. If any provision or any part of a provision of the Agreement shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable law, ordinance, rule or regulation, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Agreement, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

**15. ENTIRE AGREEMENT:** This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter.

**16. NOTICES:** All notices, consents and approvals required or permitted by this agreement shall be in writing and shall be deemed delivered; upon personal delivery, upon the expiration of three (3) business days following mailing by U.S. first class mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Administration, J180; or at such other addresses as either party may designate by delivery of prior notice to the other party .

**17. TERMINATION:** CSXT shall have the right at any time and at its sole discretion to terminate this Agreement upon notice to Licensee.

**18. WAIVER:** If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.


**19. GOVERNING LAW; VENUE:** This Agreement shall be governed by and construed under the laws of the State of Kentucky, without regard to the choice of law provisions thereof. Venue for any action arising from, or brought to enforce, this Agreement, shall vest exclusively in the state or federal courts located in Franklin County, Kentucky, and the parties agree to submit to the personal jurisdiction of any state or federal court located in Franklin County, Kentucky.

**20. NO ASSIGNMENT:** Notwithstanding anything to the contrary contained in this Agreement, Licensee shall not permit Agents to enter the Property without first requiring Agents to agree in writing to comply with all of the terms of this Agreement. Notwithstanding the foregoing, Licensee shall continue to be responsible for insuring that Agents comply with all of the terms and conditions of this Agreement and shall to the extent permitted by law, indemnify and hold CSXT harmless for any damages described in Section 2 above caused in whole or in part by such subcontractor. Assignment of this Agreement to any party other than Agents in accordance with this Section shall not be permitted except upon the prior written consent of CSXT, which consent may be granted or withheld at CSXT's sole discretion. This Agreement shall be binding upon the parties and their respective successors and assigns.

PS - FORM ROE1  
REVISED APRIL 3, 2008  
AGREEMENT NO. CSX967416

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed  
as of the effective date of this Agreement.

**Witness for KYTC:**

DocuSigned by:  
 10/14/2022  
68A9A3E2A82646E...  
Todd Shipp  
KYTC Legal


**CSX TRANSPORTATION, INC.**

By: Coley J. Campbell Digitally signed by Coley J. Campbell  
Date: 2022.10.14 11:49:53 -04'00'

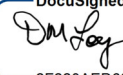
Print/Type Name: Coley J. Campbell

Print/Type Title: Senior Manager of  
Environmental & Property Management

**Witness for Licensee:**

DocuSigned by:  
 10/14/2022  
1556FCDE310844B...  
Jennifer McCleave  
Utility & Rails Branch Manager

**KENTUCKY TRANSPORTATION CABINET**

DocuSigned by:  
 10/17/2022  
By: Dean M. Loy 2F220AED6381468...  
Dean M. Loy  
ROW/Utilities & Rails  
Division Director

Who, by the execution hereof, affirms that he/she has  
the authority to do so and to bind the Licensee to the  
terms and conditions of this Agreement.

Print/Type Name: Dean Loy

Print/Type Title: Director

PS - FORM ROE1  
REVISED APRIL 3, 2008  
AGREEMENT NO. CSX967416

**EXHIBIT A**  
**INSURANCE REQUIREMENTS**

I. Insurance Policies:

Agency and Contractor, if and to the extent that either is performing work on or about CSXT's property, shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CG 24 17 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates (if permitted by state law).
3. Commercial automobile liability insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
4. Railroad protective liability insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:
  - a. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
  - b. CSX Transportation must be the named insured on the Railroad Protective Insurance Policy.
  - c. Name and Address of Contractor and Agency must appear on the Declarations page.
  - d. Description of operations must appear on the Declarations page and must match the Project description.

PS - FORM ROE1  
REVISED APRIL 3, 2008  
AGREEMENT NO. CSX967416

- e. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.
  - f. Authorized endorsements may include:
    - (i). Broad Form Nuclear Exclusion - IL 00 21
    - (ii) 30-day Advance Notice of Non-renewal or cancellation
    - (iii) Required State Cancellation Endorsement
    - (iv) Quick Reference or Index - CL/IL 240
  - g. Authorized endorsements may not include:
    - (i) A Pollution Exclusion Endorsement except CG 28 31
    - (ii) A Punitive or Exemplary Damages Exclusion
    - (iii) A "Common Policy Conditions" Endorsement
    - (iv) Any endorsement that is not named in Section 4 (e) or (f) above.
    - (v) Policies that contain any type of deductible
5. All insurance companies must be A. M. Best rated A- and Class VII or better.
6. The CSX OP number or CSX contract number, as applicable, must appear on each Declarations page and/or certificates of insurance.
7. Such additional or different insurance as CSXT may require.

## II. Additional Terms

1. Contractor must submit the original Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies to:

Insurance Department  
CSX Transportation, Inc.  
500 Water Street, C-907  
Jacksonville, FL 32202

OR

[insurancedocuments@csx.com](mailto:insurancedocuments@csx.com)

2. Neither Agency nor Contractor may begin work on the Project until it has received CSXT's written approval of the required insurance.

PS - FORM ROE1  
REVISED APRIL 3, 2008  
AGREEMENT NO. CSX967416

Attachment B

CONTRACTOR'S ACCEPTANCE

To and for the benefit of CSX Transportation, Inc. ("CSXT") and to induce CSXT to permit Contractor on or about CSXT's property for the purposes of performing work in accordance with the Agreement dated \_\_\_\_\_, 20\_\_, between **[INSERT NAME OF AGENCY]** and CSXT, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Attachment A to the Agreement, and Sections 1 through 4 and 12 of the Agreement.

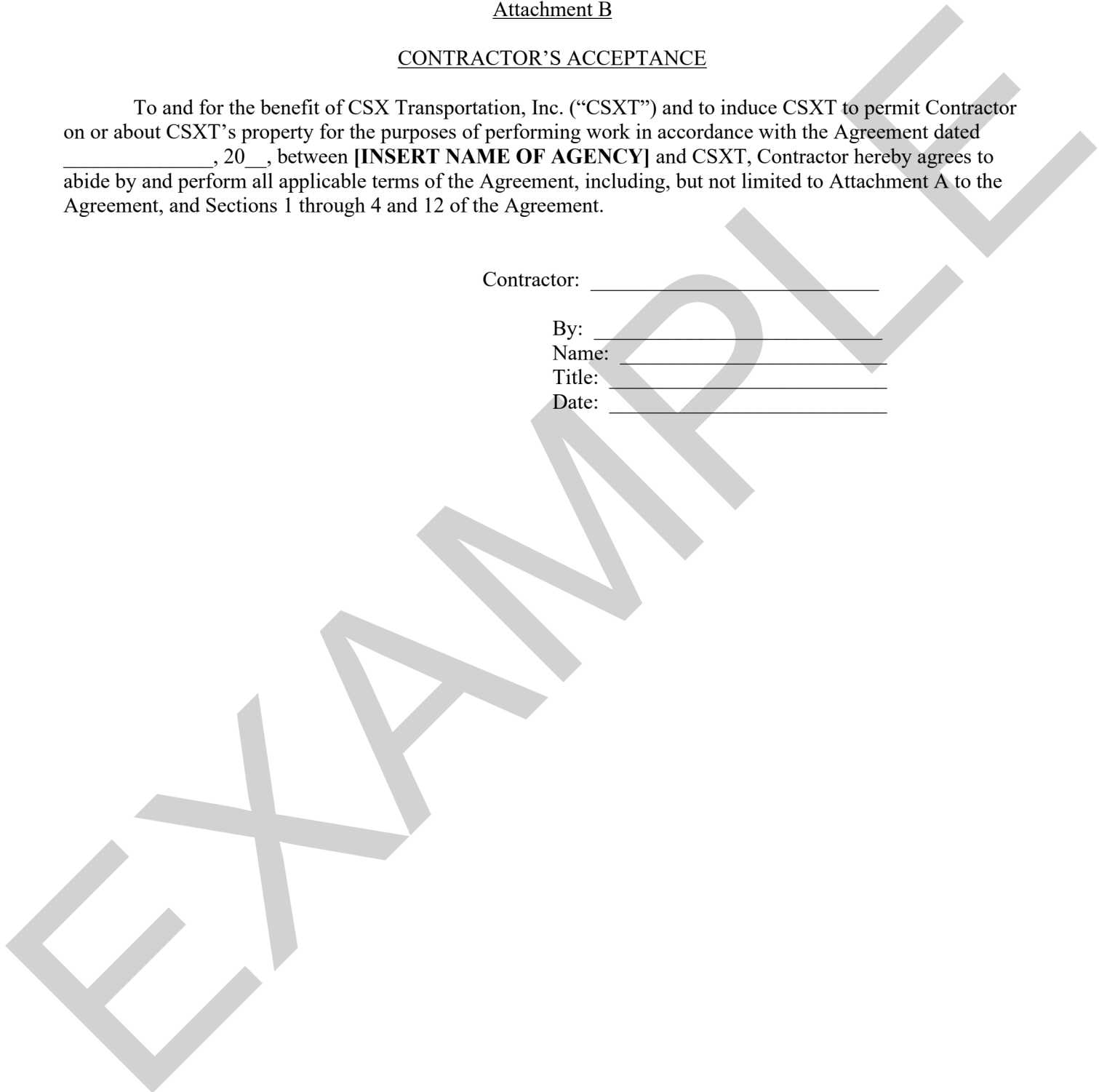
Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_



**SPECIAL NOTE FOR BRIDGE PLANS**

See Project Related Information for Bridge Plans.  
Bridge Drawing Number 28547 with Roadway Plans.

**SPECIAL NOTES  
DISTRICT NO. 12  
KNOTT COUNTY  
BRIDGE REPLACEMENT  
CID 22-7020 ~ 121GR22083  
BRIDGE NUMBER 121C00069N  
FEMA D23A/4663-DR**

**FD51 060 1127 C00069N 00.01**

CR 1127 (Meadow Lark Road) over Carr Fork

***Geographic Coordinates***

Latitude 37° 16' 29.00'' (37.2747)

Longitude -82° 50' 36.00'' (-82.8433)

**Description**

Single Steel Span (Existing)

53' PPC Box Beam Span (Proposed)



**SPECIAL NOTES FOR BRIDGE REPLACEMENT  
060C00069N**

SPECIAL NOTE FOR CONCRETE SEALING

SPECIAL NOTE FOR TRAFFIC CONTROL PLAN

SPECIAL NOTE FOR CONTRACT COMPLETION DATE AND PENALTIES

SPECIAL NOTE FOR BRIDGE PLANS

## SPECIAL NOTE FOR CONCRETE COATING

### I. DESCRIPTION

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

This work consists of the following:

1. Furnish all labor, materials, tools, equipment, and incidental items necessary to complete the work.
2. Provide safe access to the bridge, in accordance with Section 107.01.01, for the Engineer to sound possible repair areas and for workers to complete the construction.
3. Repair cracks as applicable in accordance with the Special Note for Epoxy Injection Crack Repair.
4. Repair delaminated or spalled areas as applicable in accordance with the Special Note for Concrete Patching.
5. Apply Ordinary Surface Finish
6. Prepare the surfaces to receive coating.
7. Apply concrete coating.
8. Any other work as specified as part of this contract.

### II. MATERIALS

#### Concrete Coatings

See The Division of Material's list of approved materials for concrete coatings and Section 821.

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

	Fed. Standard 595B No.	L*	a*	b*
Gray	X6492	74.94	-1.54	3.92

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

### III. CONSTRUCTION

- A. **Perform Concrete Repairs.** Repair concrete surface in accordance with the Special Note for Epoxy Injection Crack Repair and/or the Special Note for Concrete Patching Repair if included in the contract documents.

- B. Apply Ordinary Surface Finish.** In addition to new concrete, areas receiving epoxy injection, concrete patching, and other surface imperfections, including areas of minor cracking, should receive Ordinary Surface Finish in accordance with Section 601.03.18 of the Standard Specifications. Use mortar of the same cement and fine aggregate as the concrete patching, or as directed by the Engineer. Payment will be incidental to Concrete Sealing.
- C. Areas to Receive Concrete Coating:**
1. Substructure Units under open, closed, and/or sealed transverse deck joints: Every exposed surface above a point 6” below ground or fill line of abutments, wing walls, end bent and pier caps, pedestals, back walls, columns, and exposed footings.
  2. Other areas of the bridge as specified in the drawings.
- D. Prepare Concrete Surfaces for Repair.** All areas specified shall be pressure washed. Equip the pressure washers with calibrated gages and pressure regulators to ascertain and regulate water pressure. All equipment for pressure washing shall be operated at a minimum pressure of up 3,500 to 4,500 psi with 0 degree spinner tip and/or fan tips as determined by the engineer at the working location with a minimum flow rate of 3.5 gal/minute provided that these pressures do not damage any components of the structure. Pressure and flow rates shall be reduced to a level satisfactory to the Engineer should any damage occur due to power washing procedures. The washing wand must be approximately perpendicular to the washed surface and within a maximum of 12 inches of the surface. Wand extensions greater than 36 inches will be subject to Division of Construction approval. Pressure washing of any bridge element will proceed from top of wash area to bottom of wash area. Perform all pressure washing at temperatures above 40 degrees Fahrenheit.
- E. Apply Concrete Coating.** All areas specified shall have concrete coating applied to as specified after debris removal and power washing. New concrete shall be allowed to properly cure in accordance with the manufacturer’s recommendations prior to application. Use compressed air to remove any loose debris from the surfaces that are to be coated after power washing. All coatings shall be applied within manufacturers recommended dry film thickness range. Comply with KYTC “Standard Specifications for Road and Bridge Construction” Section 614.03.02 and coatings supplier recommended conditions for application. Allow the surfaces to be coated to dry a minimum of 24 hours before any coating is applied. The coating must be applied with 72 hours of pressure washing. The coating must be applied to a clean and dry surface. All coating application shall be executed using brushes, rollers, etc. No spray application will be permitted. The Department requires acceptance testing of samples obtained on a per-lot basis per-shipment. The Division of Materials shall perform acceptance testing. Test samples shall be taken at the Contractor’s paint storage site. Department personnel shall perform sampling. Allow (10) working days for testing and approval of the sampled paint. It is the Contractor’s responsibility to maintain an adequate inventory of approved paint. The Department shall assume no responsibility for lost work due to rejection of paint or approved paint subsequently found to be defective during the application process. Perform all concrete coating application at temperatures above 40 degrees Fahrenheit or in accordance with manufactures specifications.

**IV. MEASUREMENT**

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

**V. PAYMENT.**

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

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

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

**TRAFFIC CONTROL PLAN**  
**MEADOW LARK RD. (CR-1127) OVER CARR FORK BRIDGE REPLACEMENT**  
**KNOTT COUNTY**  
**ITEM NO. 12-0253      FEMA NO. 4663-DR      DEPT. OBJECT CODE D23A**

---

**THIS PROJECT IS FOR A  
COUNTY ROUTE.**

**TRAFFIC CONTROL GENERAL**

Except as provided herein, "Maintain and Control Traffic" shall be in accordance with the 2019 Standard Specifications and the 2020 Standard Drawings, current editions. Except for the roadway and traffic control bid items included in the project, all items of work necessary to maintain and control traffic will be paid at the lump sum bid price to "Maintain and Control Traffic". All diversions used on the Project will be in compliance with the appropriate Standard Drawings and the Manual on Uniform Traffic Control Devices (MUTCD), current edition.

Contrary to Section 106.01, traffic control devices used on this project may be new, or used in like new condition at the beginning of the work and maintained in like new condition until completion of the work. Traffic control devices will conform to current MUTCD specifications.

**PROJECT PHASING & CONSTRUCTION PROCEDURES**

This project has a fixed completion date. See the special note for Fixed Completion Date and Liquidated Damages.

Note that a temporary diversion will be required for the project. The minimum lane width shall be 12 feet. Construct in accordance to the MUTCD and Standard Drawings.

**PHASE I**

MEADOW LARK RD.

Traffic patterns shall remain in place during the installation of all signs necessary to complete work. Complete all activities required to construct the temporary diversion. Diversion construction includes 4 inches of crushed stone base laid on top of 4 inches of crushed stone no. 2's, 3's, or 23's. Level and wedge along existing pavement to ensure a smooth transition, as directed by the engineer.

**NOTE: All Phase 1 activities are considered incidental to the bid item "Maintain and Control of Traffic".**

## **PHASE II**

### **MEADOW LARK RD.**

Install Type III Temporary Barricades at existing bridge ends and using traffic channelizing devices (i.e. traffic drums) shift traffic to the temporary diversion. Complete all work contracted work to bridge and bridge approaches.

Traffic channelizing devices are to remain in place for the duration of the project. Contractor will be expected to maintain all damaged or moved channelizing devices during the entirety of construction.

**NOTE: All Phase 2 activities are considered incidental to the bid item “Maintain and Control of Traffic”.**

## **PHASE III**

### **MEADOW LARK RD.**

After all other work is completed, or when approved by the Engineer, redirect traffic back to the newly constructed Meadow Lark Rd. Bridge. Remove temporary diversion and return are to preconstruction condition.

**NOTE: All Phase 3 activities are considered incidental to the bid item “Maintain and Control of Traffic”.**

## **COORDINATION OF WORK**

The Contractor is advised that other projects may be in progress within or in the near vicinity of this project. The traffic control of those projects may affect this project and the traffic control of this project may affect those projects. The Contractor will coordinate the work on this project with the work of the other contractors. In case of conflict, the Engineer will determine the relative priority to give to work phasing on the various projects.

## **SIGNS**

Additional traffic control signs in addition to normal lane closure signing detailed on the Standard Drawings may be required by the Engineer. Additional signs needed for lane closures may include, but are not limited to, additional “END ROAD WORK” AND “ROAD WORK AHEAD”.

Contrary to section 1, individual signs will be incidental to the bid item “Maintain and Control Traffic”, regardless of how many times they are set, reset, removed, and relocated during the duration of the project. Replacements for damaged signs or signs directed to be replaced by the Engineer due to poor legibility or reflectivity will not be measured for payment.

Temporary Sign Summary				
Type	Description	Area (SF)	QTY	Total Area (SF)
W20-1	Road Work XXX'	9	2	18
W24-1	Double Reverse Curve	9	1	9
W1-6	One-Direction Large Arrow	8	2	16
G20-2	End Road Work	4.5	4	18
W20-1	Road Work Ahead	9	2	18
			Total	79

**PAVEMENT EDGE DROP-OFFS**

Pavement edge drop-offs will be protected by a lane or shoulder closure. Lane closures will be protected with plastic drums, vertical panels, or barricades as shown on the Standard Drawings.

Pavement edges that traffic is not expected to cross, except accidentally, shall be treated as follows:

Less than 2” – Protect with a lane closure.

2” to 4” – Protect with a lane closure. Place plastic drums, vertical panels, or barricades every 50 feet. Construct a wedge with compacted cuttings from milling, trenching, or asphalt mixtures with a 3:1 or flatter slope, when work is not active in the drop-off area. Place Type III Barricades at the beginning of the lane closures, and place additional Type III Barricades spaced at 2,500 feet during the time the lane closure is in place.

4” and greater - Drop-offs 4” or greater will be allowed during duration of the project. Protect with a lane or shoulder closure using drums, cones, or barricades. Place drums, or barricades with spacing not to exceed 20 feet and appropriate lighting should be utilized to illuminate the area during nighttime operations. Place Type III Barricades facing oncoming traffic at each drop off. If for any reason traffic must be maintained less than 6 feet from the drop off, wedge with DGA on 3:1 or flatter slope when work is not actively in progress in the drop-off area. Once excavation begins, work continuously to construct DGA and asphalt base to eliminate the drop-off. Drop-offs greater than 4 inches within 6 feet of traffic will not be allowed during non-working hours.

### SPECIAL NOTE FOR CONTRACT COMPLETION DATE AND PENALTIES

- 1. COMPLETION DATE.** The Contractor has the option of selecting the starting date for this Contract. Once selected, notify the Department in writing of the date selected at least two weeks prior to beginning work. All work is to be completed by the date listed below. An allotted number of Calendar days are assigned to each structure in this contract as shown below.

<u>STRUCTURE</u>	<u>NO. OF CALENDAR DAYS</u>	<u>COMPLETION DATE</u>
060C00069N	50	August 1, 2023

**All work for installation and removal of the By-pass Diversion will be excluded from the 50 allotted calendar days.**

Contrary to Section 108.07.03, the Engineer will begin charging calendar days for a structure on the day the Contractor starts work or sets up traffic control on that particular structure. A **penalty of \$500.00 per day** will be assessed when the allotted number of calendar days is exceeded for each structure.

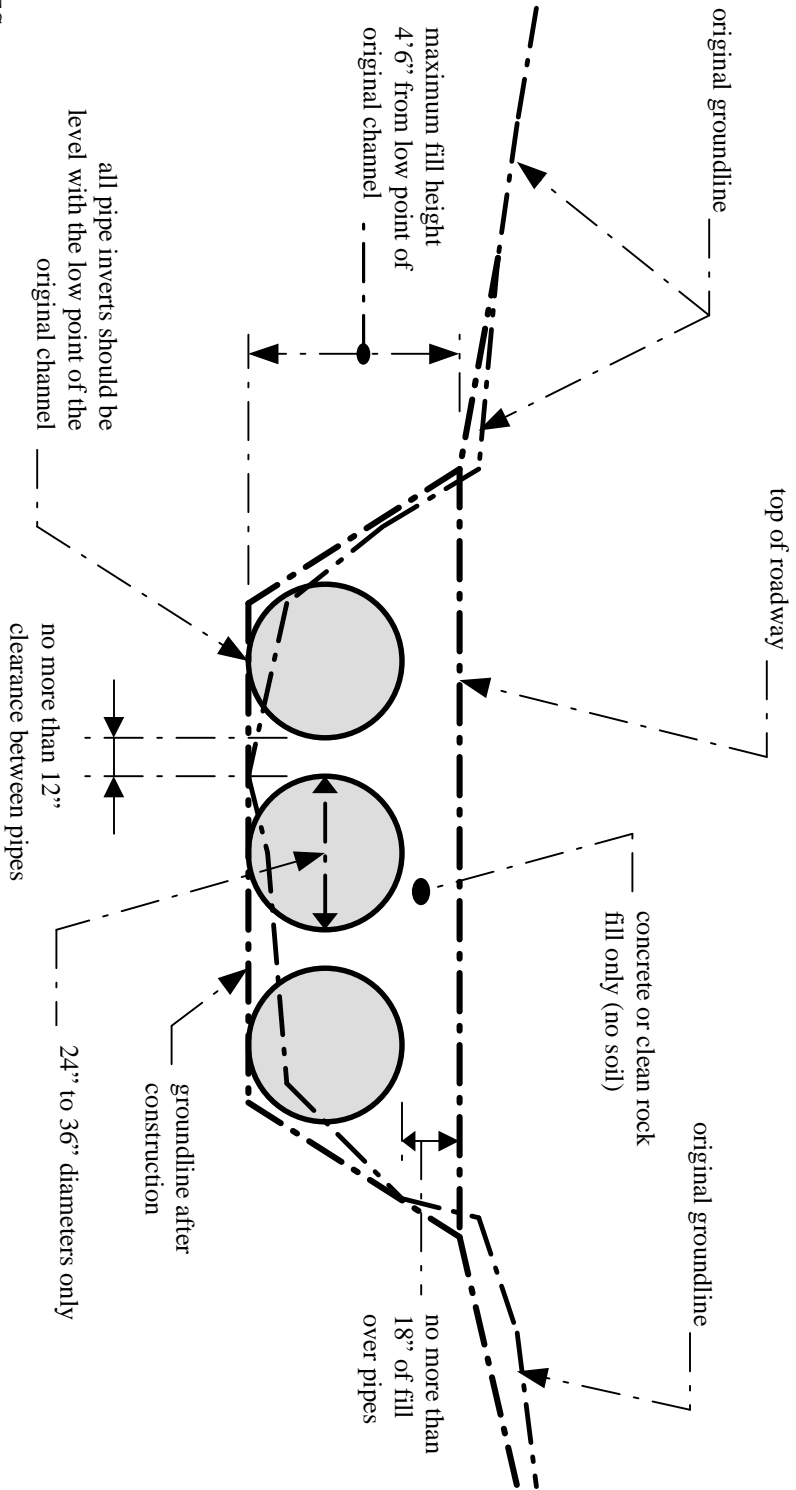
All construction must be completed in accordance with the weather limitations specified in Section 606 and/or Section 601 as applicable. No extension of Contract time will be granted due to inclement weather or temperature limitations that occur due to starting work on the Contract or a structure late in the construction season.



**SPECIAL NOTE FOR BRIDGE PLANS**

See Project Related Information for Bridge Plans.  
Bridge Drawing Number 28546 with Roadway Plans.

### ATTACHMENT 1



**NOTES:**

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

## LOW-WATER CROSSING

STANDARD DRAWING  
Not to Scale

**SPECIAL NOTES  
DISTRICT NO. 12  
KNOTT COUNTY  
BRIDGE REPLACEMENT  
CID 22-7020 ~ 121GR22M083  
BRIDGE NUMBER 060C008  
FEMA D23A/4663-DR**

**FD51 060 1437 C008 00.03**

CR 1437 (Ember Lane) over Jones Fork

***Geographic Coordinates***

Latitude 37° 24' 28.00'' (37.4077)

Longitude -82° 52' 49.00'' (-82.8803)

**Description**

Single Steel Span (Existing)

42'-6" PPC Box Beam Span (Proposed)

**SPECIAL NOTES FOR BRIDGE REPLACEMENT  
060C008**

SPECIAL NOTE FOR SEALING BRIDGE DECKS

SPECIAL NOTE FOR TRAFFIC CONTROL PLAN

SPECIAL NOTE FOR CONTRACT COMPLETION DATE AND PENALTIES

SPECIAL NOTE FOR BRIDGE PLANS

### SPECIAL NOTE FOR SEALING BRIDGE DECKS

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 existing bridge deck; (3) Seal the existing 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 (formerly Hydrozo Clear 40 VOC)	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.** All concrete to be sealed must be clean, dry, and structurally sound. When concrete has been repaired, follow repair material manufacturer's recommended cure time prior to application of sealer. 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 restored.

#### **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 existing bridge deck; (3) Seal the existing bridge deck; (4) Maintain & control traffic; and, (5) Any other work specified as part of this contract.

**TRAFFIC CONTROL PLAN  
EMBER LANE (CR-1437) OVER JONES FORK BRIDGE REPLACEMENT  
KNOTT COUNTY**

**ITEM NO. 12-0283**

**FEMA NO. 4663-DR**

**DEPT. OBJECT CODE D23A**

**THIS PROJECT IS FOR A  
COUNTY ROUTE.**

**TRAFFIC CONTROL GENERAL**

Except as provided herein, "Maintain and Control Traffic" shall be in accordance with the 2019 Standard Specifications and the 2020 Standard Drawings, current editions. Except for the roadway and traffic control bid items included in the project, all items of work necessary to maintain and control traffic will be paid at the lump sum bid price to "Maintain and Control Traffic". All diversions used on the Project will be in compliance with the appropriate Standard Drawings and the Manual on Uniform Traffic Control Devices (MUTCD), current edition.

Contrary to Section 106.01, traffic control devices used on this project may be new, or used in like new condition at the beginning of the work and maintained in like new condition until completion of the work. Traffic control devices will conform to current MUTCD specifications.

**PROJECT PHASING & CONSTRUCTION PROCEDURES**

This project has a fixed completion date. See the special note for Fixed Completion Date and Liquidated Damages.

Note that a temporary diversion will be required for the project. The minimum lane width shall be 12 feet. Construct in accordance to the MUTCD and Standard Drawings.

**PHASE I**

EMBER LANE

Traffic patterns shall remain in place during the installation of all signs necessary to complete work. Complete all activities required to construct the temporary diversion. Diversion construction includes 4 inches of crushed stone base laid on top of 4 inches of crushed stone no. 2's, 3's, or 23's. Level and wedge along existing pavement to ensure a smooth transition, as directed by the engineer.

**PHASE II**

EMBER LANE

Install Type III Temporary Barricades at existing bridge ends and using traffic channelizing



devices (i.e. traffic drums) shift traffic to the temporary diversion. Complete all work contracted work to bridge and bridge approaches.

Traffic channelizing devices are to remain in place for the duration of the project. Contractor will be expected to maintain all damaged or moved channelizing devices during the entirety of construction.

**PHASE III**

EMBER LANE

After all other work is completed, or when approved by the Engineer, redirect traffic back to the newly constructed Ember Lane Bridge. Remove temporary diversion and return are to preconstruction condition.

**COORDINATION OF WORK**

The Contractor is advised that other projects may be in progress within or in the near vicinity of this project. The traffic control of those projects may affect this project and the traffic control of this project may affect those projects. The Contractor will coordinate the work on this project with the work of the other contractors. In case of conflict, the Engineer will determine the relative priority to give to work phasing on the various projects.

**SIGNS**

Additional traffic control signs in addition to normal lane closure signing detailed on the Standard Drawings may be required by the Engineer. Additional signs needed for lane closures may include, but are not limited to, additional “END ROAD WORK” AND “ROAD WORK AHEAD”.

Contrary to section 112, individual signs will be measured only once for payment, regardless of how many times they are set, reset, removed, and relocated during the duration of the project. Replacements for damaged signs or signs directed to be replaced by the Engineer due to poor legibility or reflectivity will not be measured for payment.

Temporary Sign Summary				
Type	Description	Area (SF)	QTY	Total Area (SF)
W20-1	Road Work XXX'	9	2	18
W24-1	Double Reverse Curve	9	1	9
W1-6	One-Direction Large Arrow	8	2	16
G20-2	End Road Work	4.5	4	18
W20-1	Road Work Ahead	9	2	18
			Total	79

## **PAVEMENT EDGE DROP-OFFS**

Pavement edge drop-offs will be protected by a lane or shoulder closure. Lane closures will be protected with plastic drums, vertical panels, or barricades as shown on the Standard Drawings.

Pavement edges that traffic is not expected to cross, except accidentally, shall be treated as follows:

Less than 2" – Protect with a lane closure.

2" to 4" – Protect with a lane closure. Place plastic drums, vertical panels, or barricades every 50 feet. Construct a wedge with compacted cuttings from milling, trenching, or asphalt mixtures with a 3:1 or flatter slope, when work is not active in the drop-off area. Place Type III Barricades at the beginning of the lane closures, and place additional Type III Barricades spaced at 2,500 feet during the time the lane closure is in place.

4" and greater - Drop-offs 4" or greater will be allowed during duration of the project. Protect with a lane or shoulder closure using drums, cones, or barricades. Place drums, or barricades with spacing not to exceed 20 feet and appropriate lighting should be utilized to illuminate the area during nighttime operations. Place Type III Barricades facing oncoming traffic at each drop off. If for any reason traffic must be maintained less than 6 feet from the drop off, wedge with DGA on 3:1 or flatter slope when work is not actively in progress in the drop-off area. Once excavation begins, work continuously to construct DGA and asphalt base to eliminate the drop-off. Drop-offs greater than 4 inches within 6 feet of traffic will not be allowed during non-working hours.

### SPECIAL NOTE FOR CONTRACT COMPLETION DATE AND PENALTIES

- 1. COMPLETION DATE.** The Contractor has the option of selecting the starting date for this Contract. Once selected, notify the Department in writing of the date selected at least two weeks prior to beginning work. All work is to be completed by the date listed below. An allotted number of Calendar days are assigned to each structure in this contract as shown below.

<u>STRUCTURE</u>	<u>NO. OF CALENDAR DAYS</u>	<u>COMPLETION DATE</u>
060C008	50	August 1, 2023

**All work for installation and removal of the By-pass Diversion will be excluded from the 50 allotted calendar days.**

Contrary to Section 108.07.03, the Engineer will begin charging calendar days for a structure on the day the Contractor starts work or sets up traffic control on that particular structure. A **penalty of \$500.00 per day** will be assessed when the allotted number of calendar days is exceeded for each structure.

All construction must be completed in accordance with the weather limitations specified in Section 606 and/or Section 601 as applicable. No extension of Contract time will be granted due to inclement weather or temperature limitations that occur due to starting work on the Contract or a structure late in the construction season.

**SPECIAL NOTE FOR BRIDGE PLANS  
060C008**

See Project Related Information for Bridge Plans.  
Bridge Drawing Number 28593 with Roadway Plans.

**SPECIAL NOTES  
DISTRICT NO. 12  
LETCHER COUNTY  
BRIDGE REPLACEMENT  
CID 22-7020 ~ 121MB22083  
BRIDGE NUMBER 067C003  
FEMA D23A/4663-DR**

**FD51 067 1006 C003 00.01**

CR 1006 (Left Fork Marshall Branch Road) over Marshall Branch

***Geographic Coordinates***

Latitude 37° 12' 45.00'' (37.2126)

Longitude -82° 35' 36.00'' (-82.5933)

**Description**

8'x4' R.C.B.C.

**SPECIAL NOTES FOR BRIDGE REPLACEMENT  
067C003**

SPECIAL NOTE FOR CONTRACT COMPLETION DATE AND PENALTIES

SPECIAL NOTE FOR TRAFFIC CONTROL PLAN

SPECIAL NOTE FOR BRIDGE PLANS

### SPECIAL NOTE FOR CONTRACT COMPLETION DATE AND PENALTIES

- 1. COMPLETION DATE.** The Contractor has the option of selecting the starting date for this Contract. Once selected, notify the Department in writing of the date selected at least two weeks prior to beginning work. All work is to be completed by the date listed below. An allotted number of Calendar days are assigned to each structure in this contract as shown below.

<u>STRUCTURE</u>	<u>NO. OF CALENDAR DAYS</u>	<u>COMPLETION DATE</u>
067C003	50	August 1, 2023

**All work for installation and removal of the By-pass Diversion will be excluded from the 50 allotted calendar days.**

Contrary to Section 108.07.03, the Engineer will begin charging calendar days for a structure on the day the Contractor starts work or sets up traffic control on that particular structure. A **penalty of \$500.00 per day** will be assessed when the allotted number of calendar days is exceeded for each structure.

All construction must be completed in accordance with the weather limitations specified in Section 606 and/or Section 601 as applicable. No extension of Contract time will be granted due to inclement weather or temperature limitations that occur due to starting work on the Contract or a structure late in the construction season.

**TRAFFIC CONTROL PLAN**  
**LT. FK. MARSHALL BRANCH RD. (CR-1006Q1) OVER MARSHALL BRANCH**  
**LETCHER COUNTY**  
**ITEM NO. 12-0184      FEMA NO. 4663-DR      DEPT. OBJECT CODE D23A**

---

**THIS PROJECT IS FOR A  
COUNTY ROUTE.**

**TRAFFIC CONTROL GENERAL**

Except as provided herein, "Maintain and Control Traffic" shall be in accordance with the 2019 Standard Specifications and the 2020 Standard Drawings, current editions. Except for the roadway and traffic control bid items included in the project, all items of work necessary to maintain and control traffic will be paid at the lump sum bid price to "Maintain and Control Traffic". All diversions used on the Project will be in compliance with the appropriate Standard Drawings and the Manual on Uniform Traffic Control Devices (MUTCD), current edition.

Contrary to Section 106.01, traffic control devices used on this project may be new, or used in like new condition at the beginning of the work and maintained in like new condition until completion of the work. Traffic control devices will conform to current MUTCD specifications.

**PROJECT PHASING & CONSTRUCTION PROCEDURES**

This project has a fixed completion date. See the special note for Fixed Completion Date and Liquidated Damages.

Note that a temporary diversion will be required for the project. The minimum lane width shall be 12 feet. Construct in accordance to the MUTCD and Standard Drawings.

**PHASE I**

LT. FK. MARSHALL BRANCH RD.

Traffic patterns shall remain in place during the installation of all signs necessary to complete work. Complete all activities required to construct the temporary diversion. Diversion construction includes 4 inches of crushed stone base laid on top of 4 inches of crushed stone no. 2's, 3's, or 23's.

It is the expectation that the contractor will relocate the existing 60" pipe under the diversion. The contractor must inform affected property owners of the scheduled timing of the pipe relocation and road closure.

**PHASE II**

LT. FK. MARSHALL BRANCH RD.

Install Type III Temporary Barricades at existing bridge ends and using traffic channelizing



devices (i.e. traffic drums) shift traffic to the temporary diversion. Complete all work contracted work to bridge and bridge approaches.

Traffic channelizing devices are to remain in place for the duration of the project. Contractor will be expected to maintain all damaged or moved channelizing devices during the entirety of construction.

**PHASE III**

**LT. FK. MARSHALL BRANCH RD.**

After all other work is completed, or when approved by the Engineer, redirect traffic back to the newly constructed Lt. Fk. Marshall Branch Rd. culvert. Remove temporary diversion and return area to preconstruction condition.

**COORDINATION OF WORK**

The Contractor is advised that other projects may be in progress within or in the near vicinity of this project. The traffic control of those projects may affect this project and the traffic control of this project may affect those projects. The Contractor will coordinate the work on this project with the work of the other contractors. In case of conflict, the Engineer will determine the relative priority to give to work phasing on the various projects.

**SIGNS**

Additional traffic control signs in addition to normal lane closure signing detailed on the Standard Drawings may be required by the Engineer. Additional signs needed for lane closures may include, but are not limited to, additional “END ROAD WORK” AND “ROAD WORK AHEAD”.

Contrary to section 112, individual signs will be measured only once for payment, regardless of how many times they are set, reset, removed, and relocated during the duration of the project. Replacements for damaged signs or signs directed to be replaced by the Engineer due to poor legibility or reflectivity will not be measured for payment.

Temporary Sign Summary				
Type	Description	Area (SF)	QTY	Total Area (SF)
W20-1	Road Work XXX'	9	4	36
W24-1	Double Reverse Curve	9	2	18
W1-6	One-Direction Large Arrow	8	2	16
G20-2	End Road Work	4.5	2	9
			Total	79

**PAVEMENT EDGE DROP-OFFS**

Pavement edge drop-offs will be protected by a lane or shoulder closure. Lane closures will be

protected with plastic drums, vertical panels, or barricades as shown on the Standard Drawings.

Pavement edges that traffic is not expected to cross, except accidentally, shall be treated as follows:

Less than 2" – Protect with a lane closure.

2" to 4" – Protect with a lane closure. Place plastic drums, vertical panels, or barricades every 50 feet. Construct a wedge with compacted cuttings from milling, trenching, or asphalt mixtures with a 3:1 or flatter slope, when work is not active in the drop-off area. Place Type III Barricades at the beginning of the lane closures, and place additional Type III Barricades spaced at 2,500 feet during the time the lane closure is in place.

4" and greater - Drop-offs 4" or greater will be allowed during duration of the project. Protect with a lane or shoulder closure using drums, cones, or barricades. Place drums, or barricades with spacing not to exceed 20 feet and appropriate lighting should be utilized to illuminate the area during nighttime operations. Place Type III Barricades facing oncoming traffic at each drop off. If for any reason traffic must be maintained less than 6 feet from the drop off, wedge with DGA on 3:1 or flatter slope when work is not actively in progress in the drop-off area. Once excavation begins, work continuously to construct DGA and asphalt base to eliminate the drop-off. Drop-offs greater than 4 inches within 6 feet of traffic will not be allowed during non-working hours.

**SPECIAL NOTE FOR BRIDGE PLANS**

See Project Related Information for Bridge Plans.  
Bridge Drawing Number 28540 with Roadway Plans.



**TRANSPORTATION CABINET**

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

**Steven L. Beshear**  
Governor

**Michael W. Hancock, P.E.**  
Secretary

**MEMORANDUM**

**To:** Approved Culvert Precasters  
Kentucky Association of Highway Contractors  
KYTC Division of Materials

**FROM:** Jeremiah Littleton, PE, Division of Construction *JL*

**DATE:** 26 September 2012

**SUBJECT:** Kentucky Table 1, Precast Box Culvert Steel Requirements

In order to expedite the approval of precast box culvert designs and guarantee the quality design equivalent to a KYHL-93 cast-in-place culvert design, Kentucky Table 1 may be used. The table provides the minimum required steel area for each designated location in precast box culverts. Fabrication may begin on designs meeting the requirements of Kentucky Table 1 without approved shop drawings at the risk and expense of the fabricator. Please note the attached design parameters, including steel strengths and haunch sizes.

For box culverts with fill heights between the values listed in the table, the more conservative steel values from either above or below the specified fill height will govern. This is not an exhaustive listing of box culvert sizes or fill heights. For fill heights exceeding Kentucky Table 1, designs differing from the default parameters, and/or design load requirements other than KYHL-93, a design stamped by a Professional Engineer, licensed in the Commonwealth of Kentucky, or a design verified by the inputs of FHWA BOXCAR version 3.1 will be required. Again, the default design values are listed in the attachment.

Equivalent steel areas are in units of square inches per foot of length. Lengths and spacing of reinforcements listed are in units of inches. The fabricator is required to advise the Division of Materials prior to initiation of fabrication. The following KY Table 1 will replace all previous versions of KY Table 3 and addendums.

Happy casting.

Attachments



**KY Table 1**  
*Precast Culvert KYHL-93 Design Table*

Design Earth Cover, ft		As1	As2	As3	As4	As7	As8	As5	As6
3x2x4	0<2*	0.168	0.626	0.172	0.096	0.503	0.144	0.168	0.168
	2<3	0.162	0.218	0.214	0.096	0.096	0.096		
	3-5	0.099	0.137	0.139	0.096	0.096	0.096		
	10	0.096	0.101	0.103	0.096	0.096	0.096		
	15	0.096	0.138	0.14	0.096	0.096	0.096		
	20	0.121	0.178	0.18	0.096	0.096	0.096		
	25	0.15	0.22	0.222	0.096	0.096	0.096		
	30	0.18	0.263	0.265	0.096	0.096	0.096		
	35	0.212	0.307	0.309	0.096	0.096	0.096		

\*top slab 7", bottom slab 6"

Design Earth Cover, ft		As1	As2	As3	As4	As7	As8	As5	As6
3x3x4	0<2*	0.168	1.17	0.5	0.96	1.02	0.42	0.168	0.168
	2<3	0.121	0.261	0.257	0.096	0.096	0.096		
	3-5	0.096	0.163	0.167	0.096	0.096	0.096		
	10	0.096	0.115	0.119	0.096	0.096	0.096		
	15	0.096	0.157	0.16	0.096	0.096	0.096		
	20	0.096	0.201	0.205	0.096	0.096	0.096		
	25	0.11	0.248	0.252	0.096	0.096	0.096		
	30	0.131	0.297	0.301	0.096	0.096	0.096		
	35	0.154	0.347	0.352	0.096	0.096	0.096		

\*top slab 7", bottom slab 6"

Design Earth Cover, ft		As1	As2	As3	As4	As7	As8	As5	As6
4x2x5	0<2*	0.18	0.639	0.172	0.12	0.521	0.144	0.18	0.18
	2<3	0.178	0.278	0.243	0.12	0.12	0.12		
	3-5	0.154	0.159	0.159	0.12	0.12	0.12		
	10	0.12	0.12	0.122	0.12	0.12	0.12		
	15	0.152	0.165	0.166	0.12	0.12	0.12		
	20	0.197	0.212	0.214	0.12	0.12	0.12		
	25	0.244	0.261	0.263	0.12	0.12	0.12		
	30	0.294	0.312	0.314	0.12	0.12	0.12		
	35	0.346	0.364	0.366	0.12	0.12	0.12		

\*top slab 7.5", bottom slab 6"

**KY Table 1**  
*Precast Culvert KYHL-93 Design Table*

Design Earth Cover, ft		As1	As2	As3	As4	As7	As8	As5	As6
4x3x5	0<2*	0.18	0.705	0.199	0.12	0.18	0.144	0.18	0.18
	2<3	0.198	0.309	0.27	0.12	0.12	0.12		
	3-5	0.123	0.191	0.193	0.12	0.12	0.12		
	10	0.12	0.142	0.146	0.12	0.12	0.12		
	15	0.12	0.193	0.197	0.12	0.12	0.12		
	20	0.152	0.249	0.253	0.12	0.12	0.12		
	25	0.187	0.306	0.31	0.12	0.12	0.12		
	30	0.225	0.366	0.37	0.12	0.12	0.12		
	35	0.263	0.428	0.432	0.12	0.12	0.12		

\*top slab 7.5", bottom slab 6"

Design Earth Cover, ft		As1	As2	As3	As4	As7	As8	As5	As6
4x4x5	0<2*	0.18	0.745	0.22	0.12	0.18	0.144	0.18	0.18
	2<3	0.154	0.314	0.276	0.12	0.12	0.12		
	3-5	0.12	0.215	0.219	0.12	0.12	0.12		
	10	0.12	0.155	0.162	0.12	0.12	0.12		
	15	0.12	0.21	0.217	0.12	0.12	0.12		
	20	0.124	0.269	0.276	0.12	0.12	0.12		
	25	0.152	0.331	0.339	0.12	0.12	0.12		
	30	0.182	0.396	0.403	0.12	0.12	0.12		
	35	0.213	1.205	0.471	0.12	0.12	0.12		

\*top slab 7.5", bottom slab 6"

Design Earth Cover, ft		As1	As2	As3	As4	As7	As8	As5	As6
5x3x6	0<2*	0.192	0.726	0.201	0.144	0.6	0.168	0.192	0.192
	2<3	0.224	0.288	0.232	0.144	0.144	0.144		
	3-5	0.16	0.205	0.19	0.144	0.144	0.144		
	10	0.144	0.164	0.168	0.144	0.144	0.144		
	15	0.174	0.224	0.228	0.144	0.144	0.144		
	20	0.223	0.288	0.292	0.144	0.144	0.144		
	25	0.276	0.354	0.359	0.144	0.144	0.144		
	30	0.331	0.423	0.427	0.144	0.144	0.144		
	35	0.389	1.349	1.168	0.144	0.144	0.144		

\*top slab 8", bottom slab 7"

**KY Table 1**  
*Precast Culvert KYHL-93 Design Table*

Design Earth Cover, ft		As1	As2	As3	As4	As7	As8	As5	As6
5x4x6	0<2*	0.192	0.778	0.229	0.144	0.592	0.168	0.192	0.192
	2<3	0.192	0.325	0.264	0.144	0.144	0.144		
	3-5	0.144	0.232	0.217	0.144	0.144	0.144		
	10	0.144	0.183	0.19	0.144	0.144	0.144		
	15	0.145	0.248	0.255	0.144	0.144	0.144		
	20	0.186	0.319	0.326	0.144	0.144	0.144		
	25	0.228	0.392	0.4	0.144	0.144	0.144		
	30	0.273	0.469	0.476	0.144	0.144	0.144		
	35								

\*top slab 8", bottom slab 7"

Design Earth Cover, ft		As1	As2	As3	As4	As7	As8	As5	As6
5x5x6	0<2*	0.192	0.818	0.254	0.144	0.586	0.168	0.192	0.192
	0	0.192	0.818	0.254	0.144	0.586	0.168	0.192	0.192
	2<3	0.163	0.355	0.292	0.144	0.144	0.144		
	3-5	0.144	0.254	0.24	0.144	0.144	0.144		
	10	0.144	0.197	0.207	0.144	0.144	0.144		
	15	0.144	0.265	0.275	0.144	0.144	0.144		
	20	0.16	0.339	0.349	0.144	0.144	0.144		
	25	0.196	0.416	0.427	0.144	0.144	0.144		
	30	0.234	0.497	0.508	0.144	0.144	0.144		
35	0.273	0.58	1.635	0.144	0.144	0.144			

\*top slab 8", bottom slab 7"

Design Earth Cover, ft		As1	As2	As3	As4	As7	As8	As5	As6
6x3x7	0<2*	0.215	0.742	0.21	0.168	0.628	0.168	0.192	0.192
	2<3	0.26	0.295	0.225	0.168	0.168	0.168		
	3-5	0.198	0.215	0.188	0.168	0.168	0.168		
	10	0.172	0.185	0.189	0.168	0.168	0.168		
	15	0.233	0.251	0.255	0.168	0.168	0.168		
	20	0.3	0.322	0.327	0.168	0.168	0.168		
	25	0.371	0.396	0.401	0.168	0.168	0.168		
	30	0.446	0.472	0.477	0.168	0.168	0.168		
	35	0.524	0.551	1.514	0.168	0.168	0.168		

\*top slab 8"

**KY Table 1**

*Precast Culvert KYHL-93 Design Table*

Design Earth Cover, ft		As1	As2	As3	As4	As7	As8	As5	As6
6x4x7	0<2*	0.202	0.421	0.266	0.168	0.192	0.168	0.192	0.192
	2<3	0.251	0.368	0.288	0.168	0.168	0.168		
	3-5	0.19	0.271	0.24	0.168	0.168	0.168		
	10	0.168	0.228	0.234	0.168	0.168	0.168		
	15	0.216	0.306	0.313	0.168	0.168	0.168		
	20	0.275	0.391	0.398	0.168	0.168	0.168		
	25	0.338	0.479	0.487	0.168	0.168	0.168		
	30	0.404	0.571	0.579	0.168	0.168	0.168		
35	0.473	0.667	0.675	0.168	0.168	0.168			

\*top slab 8"

Design Earth Cover, ft		As1	As2	As3	As4	As7	As8	As5	As6
6x5x7	0<2*	0.192	0.449	0.291	0.168	0.192	0.168	0.192	0.192
	2<3	0.22	0.398	0.316	0.168	0.168	0.168		
	3-5	0.168	0.294	0.262	0.168	0.168	0.168		
	10	0.168	0.243	0.252	0.168	0.168	0.168		
	15	0.188	0.326	0.336	0.168	0.168	0.168		
	20	0.238	0.417	0.427	0.168	0.168	0.168		
	25	0.291	0.512	0.522	0.168	0.168	0.168		
	30	0.347	0.611	0.622	0.168	0.168	0.168		
35	0.406	0.714	0.725	0.168	0.168	0.168			

\*top slab 8"

Design Earth Cover, ft		As1	As2	As3	As4	As7	As8	As5	As6
6x6x7	0<2*	0.192	0.47	0.311	0.168	0.192	0.168	0.192	0.192
	2<3	0.195	0.421	0.337	0.168	0.168	0.168		
	3-5	0.168	0.311	0.277	0.168	0.168	0.168		
	10	0.168	0.252	0.263	0.168	0.168	0.168		
	15	0.168	0.338	0.349	0.168	0.168	0.168		
	20	0.212	0.432	0.444	0.168	0.168	0.168		
	25	0.259	0.531	0.543	0.168	0.168	0.168		
	30	0.308	0.634	0.647	0.168	0.168	0.168		
35	0.359	0.741	0.755	0.168	0.168	0.168			

\*top slab 8"



**KY Table 1**

*Precast Culvert KYHL-93 Design Table*

Design Earth Cover, ft		As1	As2	As3	As4	As7	As8	As5	As6
7x4x8	0<2	0.267	0.425	0.281	0.192	0.192	0.192	0.192	0.192
	2<3	0.261	0.344	0.281	0.192	0.192	0.192		
	3-5	0.226	0.285	0.251	0.192	0.192	0.192		
	10	0.211	0.254	0.261	0.192	0.192	0.192		
	15	0.28	0.341	0.348	0.192	0.192	0.192		
	20	0.357	0.434	0.442	0.192	0.192	0.192		
	25	0.439	0.532	0.54	0.192	0.192	0.192		
	30	0.525	0.634	0.642	0.192	0.192	0.192		
	35	0.616	0.739	0.747	0.192	0.192	0.192		

Design Earth Cover, ft		As1	As2	As3	As4	As7	As8	As5	As6
7x5x8	0<2	0.239	0.455	0.309	0.192	0.192	0.192	0.192	0.192
	2<3	0.231	0.373	0.309	0.192	0.192	0.192	0.192	0.192
	3-5	0.199	0.31	0.276	0.192	0.192	0.192		
	10	0.192	0.275	0.284	0.192	0.192	0.192		
	15	0.246	0.368	0.378	0.192	0.192	0.192		
	20	0.312	0.469	0.48	0.192	0.192	0.192		
	25	0.382	0.576	0.586	0.192	0.192	0.192		
	30	0.456	0.686	0.698	0.192	0.192	0.192		
	35	0.534	0.801	0.813	0.192	0.192	0.192		

Design Earth Cover, ft		As1	As2	As3	As4	As7	As8	As5	As6
7x6x8	0<2	0.215	0.479	0.332	0.192	0.192	0.192	0.192	0.192
	2<3	0.207	0.395	0.332	0.192	0.192	0.192	0.192	0.192
	3-5	0.192	0.329	0.296	0.192	0.192	0.192		
	10	0.192	0.288	0.301	0.192	0.192	0.192		
	15	0.22	0.386	0.399	0.192	0.192	0.192		
	20	0.278	0.493	0.506	0.192	0.192	0.192		
	25	0.339	0.605	0.619	0.192	0.192	0.192		
	30	0.404	0.722	0.736	0.192	0.192	0.192		
	35	0.472	0.843	0.858	0.192	0.192	0.192		

**KY Table 1**

*Precast Culvert KYHL-93 Design Table*

Design Earth Cover, ft		As1	As2	As3	As4	As7	As8	As5	As6
7x7x8	0<2	0.195	0.498	0.35	0.192	0.192	0.192	0.192	0.192
	2<3	0.192	0.412	0.35	0.192	0.192	0.192	0.192	0.192
	3-5	0.192	0.343	0.31	0.192	0.192	0.192		
	10	0.192	0.296	0.311	0.192	0.192	0.192		
	15	0.201	0.396	0.412	0.192	0.192	0.192		
	20	0.253	0.506	0.522	0.192	0.192	0.192		
	25	0.308	0.622	0.639	0.192	0.192	0.192		
	30	0.366	0.743	0.761	0.192	0.192	0.192		
	35	0.427	0.868	0.887	0.192	0.192	0.192		

Design Earth Cover, ft		As1	As2	As3	As4	As7	As8	As5	As6
8x4x8	0<2	0.327	0.478	0.323	0.192	0.192	0.192	0.192	0.192
	2<3	0.327	0.4	0.323	0.192	0.192	0.192	0.192	0.192
	3-5	0.294	0.34	0.304	0.192	0.192	0.192		
	10	0.299	0.319	0.327	0.192	0.192	0.192		
	15	0.398	0.427	0.436	0.192	0.192	0.192		
	20	0.51	0.547	0.556	0.192	0.192	0.192		
	25	0.631	0.673	0.682	0.192	0.192	0.192		
	30	0.761	0.804	0.814	0.192	0.192	0.192		
	35	0.899	0.941	0.952	0.192	0.192	0.192		

Design Earth Cover, ft		As1	As2	As3	As4	As7	As8	As5	As6
8x5x8	0<2	0.295	0.51	0.355	0.192	0.192	0.192	0.192	0.192
	2<3	0.294	0.432	0.355	0.192	0.192	0.192	0.192	0.192
	3-5	0.263	0.369	0.334	0.192	0.192	0.192		
	10	0.268	0.345	0.357	0.192	0.192	0.192		
	15	0.354	0.463	0.475	0.192	0.192	0.192		
	20	0.453	0.593	0.606	0.192	0.192	0.192		
	25	0.559	0.731	0.744	0.192	0.192	0.192		
	30	0.671	0.875	0.889	0.192	0.192	0.192		
	35	0.791	1.026	1.04	0.192	0.192	0.192		

**KY Table 1**

*Precast Culvert KYHL-93 Design Table*

Design Earth Cover, ft		As1	As2	As3	As4	As7	As8	As5	As6
8x6x8	0<2	0.267	0.536	0.382	0.192	0.192	0.192	0.192	0.192
	2<3	0.266	0.458	0.382	0.192	0.192	0.192	0.192	0.192
	3-5	0.237	0.392	0.359	0.192	0.192	0.192		
	10	0.244	0.365	0.38	0.192	0.192	0.192		
	15	0.321	0.489	0.505	0.192	0.192	0.192		
	20	0.408	0.627	0.644	0.192	0.192	0.192		
	25	0.502	0.774	0.791	0.192	0.192	0.192		
	30	0.602	0.928	0.946	0.192	0.192	0.192		
	35	0.708	1.089	1.108	0.192	0.192	0.192		

Design Earth Cover, ft		As1	As2	As3	As4	As7	As8	As5	As6
8x7x8	0<2	0.245	0.557	0.403	0.192	0.192	0.192	0.197	0.192
	2<3	0.243	0.479	0.403	0.192	0.192	0.192	0.192	0.192
	3-5	0.215	0.409	0.378	0.192	0.192	0.192		
	10	0.225	0.378	0.396	0.192	0.192	0.192		
	15	0.295	0.507	0.526	0.192	0.192	0.192		
	20	0.374	0.651	0.671	0.192	0.192	0.192		
	25	0.459	0.804	0.825	0.192	0.192	0.192		
	30	0.549	0.965	0.987	0.192	0.192	0.192		
	35	0.644	1.134	1.157	0.192	0.192	0.192		

Design Earth Cover, ft		As1	As2	As3	As4	As7	As8	As5	As6
8x8x8	0<2	0.226	0.575	0.42	0.192	0.192	0.192	0.203	0.192
	2<3	0.224	0.494	0.42	0.192	0.192	0.192	0.192	0.192
	3-5	0.201	0.423	0.393	0.192	0.192	0.192		
	10	0.211	0.386	0.407	0.192	0.192	0.192		
	15	0.276	0.518	0.54	0.192	0.192	0.192		
	20	0.349	0.665	0.688	0.192	0.192	0.192		
	25	0.427	0.822	0.846	0.192	0.192	0.192		
	30	0.51	0.988	1.013	0.192	0.192	0.192		

**KY Table 1**

*Precast Culvert KYHL-93 Design Table*

Design Earth Cover, ft		As1	As2	As3	As4	As7	As8	As5	As6
9x5x9	0<2	0.305	0.488	0.349	0.216	0.216	0.216	0.216	0.216
	2<3	0.305	0.427	0.349	0.216	0.216	0.216	0.216	0.216
	3-5	0.29	0.375	0.336	0.216	0.216	0.216		
	10	0.318	0.37	0.382	0.216	0.216	0.216		
	15	0.42	0.493	0.506	0.216	0.216	0.216		
	20	0.538	0.631	0.645	0.216	0.216	0.216		
	25	0.664	0.777	0.791	0.216	0.216	0.216		
	30	0.797	0.928	0.943	0.216	0.216	0.216		
35	0.939	1.086	1.101	0.192	0.192	0.192			

Design Earth Cover, ft		As1	As2	As3	As4	As7	As8	As5	As6
9x6x9	0<2	0.286	0.514	0.376	0.216	0.216	0.216	0.216	0.216
	2<3	0.286	0.453	0.376	0.216	0.216	0.216	0.216	0.216
	3-5	0.263	0.399	0.362	0.216	0.216	0.216		
	10	0.29	0.393	0.409	0.216	0.216	0.216		
	15	0.382	0.524	0.541	0.216	0.216	0.216		
	20	0.487	0.672	0.689	0.216	0.216	0.216		
	25	0.599	0.828	0.846	0.216	0.216	0.216		
	30	0.718	0.991	1.01	0.216	0.216	0.216		
35	0.844	1.16	1.18	0.216	0.192	0.192			

Design Earth Cover, ft		As1	As2	As3	As4	As7	As8	As5	As6
9x7x9	0<2	0.262	0.535	0.399	0.216	0.216	0.216	0.216	0.216
	2<3	0.262	0.475	0.399	0.216	0.216	0.216	0.216	0.216
	3-5	0.24	0.418	0.383	0.216	0.216	0.216		
	10	0.268	0.41	0.43	0.216	0.216	0.216		
	15	0.351	0.548	0.568	0.216	0.216	0.216		
	20	0.446	0.703	0.724	0.216	0.216	0.216		
	25	0.548	0.866	0.889	0.216	0.216	0.216		
	30	0.655	1.038	1.061	0.216	0.216	0.216		
35	0.769	1.217	1.241	0.216	0.216	0.216			

**KY Table 1**

*Precast Culvert KYHL-93 Design Table*

Design Earth Cover, ft		As1	As2	As3	As4	As7	As8	As5	As6
9x8x9	0<2	0.241	0.553	0.417	0.216	0.216	0.216	0.216	0.216
	2<3	0.241	0.492	0.417	0.216	0.216	0.216	0.216	0.216
	3-5	0.221	0.433	0.4	0.216	0.216	0.216		
	10	0.251	0.422	0.445	0.216	0.216	0.216		
	15	0.327	0.564	0.587	0.216	0.216	0.216		
	20	0.414	0.724	0.749	0.216	0.216	0.216		
	25	0.507	0.893	0.92	0.216	0.216	0.216		
	30	0.606	1.071	1.099	0.216	0.216	0.216		
	35	0.709	1.257	1.287	0.216	0.216	0.216		

Design Earth Cover, ft		As1	As2	As3	As4	As7	As8	As5	As6
9x9x9	0<2	0.224	0.567	0.432	0.216	0.216	0.216	0.216	0.216
	2<3	0.224	0.505	0.432	0.216	0.216	0.216	0.216	0.216
	3-5	0.216	0.444	0.413	0.216	0.216	0.216		
	10	0.238	0.429	0.455	0.216	0.216	0.216		
	15	0.309	0.573	0.6	0.216	0.216	0.216		
	20	0.39	0.737	0.765	0.216	0.216	0.216		
	25	0.477	0.91	0.94	0.216	0.216	0.216		
	30	0.568	1.092	1.124	0.216	0.216	0.216		

Design Earth Cover, ft		As1	As2	As3	As4	As7	As8	As5	As6
10x5x10	0<2	0.343	0.472	0.343	0.24	0.24	0.24	0.24	0.24
	2<3	0.343	0.424	0.343	0.24	0.24	0.24	0.24	0.24
	3-5	0.321	0.381	0.337	0.24	0.24	0.24		
	10	0.371	0.392	0.405	0.24	0.24	0.24		
	15	0.49	0.522	0.535	0.24	0.24	0.24		
	20	0.627	0.668	0.682	0.24	0.24	0.24		
	25	0.773	0.82	0.835	0.24	0.24	0.24		
	30	0.929	0.979	0.994	0.24	0.24	0.24		
	35	1.094	1.143	1.159	0.24	0.24	0.24		

**KY Table 1**

*Precast Culvert KYHL-93 Design Table*

Design Earth Cover, ft		As1	As2	As3	As4	As7	As8	As5	As6
10x6x10	0<2	0.312	0.497	0.371	0.24	0.24	0.24	0.24	0.24
	2<3	0.312	0.45	0.371	0.24	0.24	0.24	0.24	0.24
	3-5	0.292	0.406	0.364	0.24	0.24	0.24		
	10	0.34	0.419	0.436	0.24	0.24	0.24		
	15	0.447	0.558	0.575	0.24	0.24	0.24		
	20	0.57	0.714	0.732	0.24	0.24	0.24		
	25	0.702	0.878	0.897	0.24	0.24	0.24		
	30	0.841	1.049	1.069	0.24	0.24	0.24		
	35	0.989	1.227	1.247	0.24	0.24	0.24		

Design Earth Cover, ft		As1	As2	As3	As4	As7	As8	As5	As6
10x7x10	0<2	0.286	0.518	0.395	0.24	0.24	0.24	0.24	0.24
	2<3	0.286	0.472	0.395	0.24	0.24	0.24	0.24	0.24
	3-5	0.27	0.426	0.387	0.24	0.24	0.24		
	10	0.315	0.44	0.461	0.24	0.24	0.24		
	15	0.412	0.586	0.607	0.24	0.24	0.24		
	20	0.524	0.751	0.773	0.24	0.24	0.24		
	25	0.643	0.924	0.947	0.24	0.24	0.24		
	30	0.769	1.105	1.129	0.24	0.24	0.24		
	35	0.902	1.293	1.319	0.24	0.24	0.24		

Design Earth Cover, ft		As1	As2	As3	As4	As7	As8	As5	As6
10x8x10	0<2	0.262	0.536	0.415	0.24	0.24	0.24	0.24	0.24
	2<3	0.262	0.49	0.415	0.24	0.24	0.24	0.24	0.24
	3-5	0.251	0.443	0.406	0.24	0.24	0.24		
	10	0.295	0.456	0.48	0.24	0.24	0.24		
	15	0.384	0.607	0.633	0.24	0.24	0.24		
	20	0.486	0.779	0.805	0.24	0.24	0.24		
	25	0.595	0.959	0.987	0.24	0.24	0.24		
	30	0.711	1.148	1.177	0.24	0.24	0.24		
	35	0.832	1.345	1.376	0.24	0.24	0.24		

**KY Table 1**

*Precast Culvert KYHL-93 Design Table*

Design Earth Cover, ft		As1	As2	As3	As4	As7	As8	As5	As6
10x9x10	0<2	0.243	0.55	0.431	0.24	0.24	0.24	0.24	0.24
	2<3	0.243	0.504	0.431	0.24	0.24	0.24	0.24	0.24
	3-5	0.24	0.455	0.421	0.24	0.24	0.24		
	10	0.279	0.467	0.495	0.24	0.24	0.24		
	15	0.361	0.622	0.651	0.24	0.24	0.24		
	20	0.456	0.798	0.829	0.24	0.24	0.24		
	25	0.557	0.984	1.016	0.24	0.24	0.24		
	30	0.664	1.178	1.212	0.24	0.24	0.24		
	35	0.777	1.382	1.418	0.24	0.24	0.24		

Design Earth Cover, ft		As1	As2	As3	As4	As7	As8	As5	As6
10x10x10	0<2	0.24	0.562	0.444	0.24	0.24	0.24	0.24	0.24
	2<3	0.24	0.515	0.444	0.24	0.24	0.24	0.24	0.24
	3-5	0.24	0.465	0.433	0.24	0.24	0.24		
	10	0.266	0.473	0.505	0.24	0.24	0.24		
	15	0.344	0.63	0.663	0.24	0.24	0.24		
	20	0.433	0.81	0.844	0.24	0.24	0.24		
	25	0.528	0.999	1.036	0.24	0.24	0.24		
	30	0.628	1.198	1.237	0.24	0.24	0.24		

Design Earth Cover, ft		As1	As2	As3	As4	As7	As8	As5	As6
11x4x11	0<2	0.41	0.43	0.306	0.264	0.264	0.264	0.264	0.264
	2<3	0.41	0.391	0.306	0.264	0.264	0.264	0.264	0.264
	3-5	0.395	0.357	0.305	0.264	0.264	0.264		
	10	0.465	0.378	0.388	0.264	0.264	0.264		
	15	0.617	0.502	0.512	0.264	0.264	0.264		
	20	0.791	0.64	0.65	0.264	0.264	0.264		
	25	0.979	0.784	0.795	0.264	0.264	0.264		
	30	1.179	0.933	0.944	0.264	0.264	0.264		
	35	1.393	1.086	1.099	0.264	0.264	0.264		

**KY Table 1**

*Precast Culvert KYHL-93 Design Table*

Design Earth Cover, ft		As1	As2	As3	As4	As7	As8	As5	As6
11x6x11	0<2	0.343	0.483	0.368	0.264	0.264	0.264	0.264	0.264
	2<3	0.343	0.448	0.368	0.264	0.264	0.264	0.264	0.264
	3-5	0.328	0.413	0.367	0.264	0.264	0.264		
	10	0.393	0.445	0.462	0.264	0.264	0.264		
	15	0.516	0.59	0.608	0.264	0.264	0.264		
	20	0.657	0.754	0.773	0.264	0.264	0.264		
	25	0.809	0.926	0.946	0.264	0.264	0.264		
	30	0.969	1.104	1.125	0.264	0.264	0.264		
	35	1.139	1.289	1.311	0.264	0.264	0.264		

Design Earth Cover, ft		As1	As2	As3	As4	As7	As8	As5	As6
11x8x11	0<2	0.292	0.522	0.414	0.264	0.264	0.264	0.264	0.264
	2<3	0.292	0.489	0.414	0.264	0.264	0.264	0.264	0.264
	3-5	0.277	0.452	0.412	0.264	0.264	0.264		
	10	0.342	0.488	0.514	0.264	0.264	0.264		
	15	0.445	0.648	0.675	0.264	0.264	0.264		
	20	0.563	0.829	0.857	0.264	0.264	0.264		
	25	0.69	1.02	1.049	0.264	0.264	0.264		
	30	0.823	1.219	1.249	0.264	0.264	0.264		
	35	0.964	1.426	1.458	0.264	0.264	0.264		

Design Earth Cover, ft		As1	As2	As3	As4	As7	As8	As5	As6
11x10x11	0<2	0.264	0.549	0.446	0.264	0.264	0.264	0.264	0.264
	2<3	0.264	0.516	0.446	0.264	0.264	0.264	0.264	0.264
	3-5	0.264	0.477	0.443	0.264	0.264	0.264		
	10	0.308	0.512	0.546	0.264	0.264	0.264		
	15	0.397	0.681	0.716	0.264	0.264	0.264		
	20	0.5	0.872	0.91	0.264	0.264	0.264		
	25	0.609	1.075	1.114	0.264	0.264	0.264		
	30	0.724	1.286	1.327	0.264	0.264	0.264		
	35	0.846	1.508	1.551	0.264	0.264	0.264		



**KY Table 1**

*Precast Culvert KYHL-93 Design Table*

Design Earth Cover, ft		As1	As2	As3	As4	As7	As8	As5	As6
11x11x11	0<2	0.264	0.559	0.457	0.264	0.264	0.264	0.264	0.264
	2<3	0.264	0.525	0.457	0.264	0.264	0.264	0.264	0.264
	3-5	0.264	0.485	0.453	0.264	0.264	0.264		
	10	0.296	0.518	0.556	0.264	0.264	0.264		
	15	0.381	0.688	0.728	0.264	0.264	0.264		
	20	0.478	0.883	0.925	0.264	0.264	0.264		
	25	0.581	1.089	1.133	0.264	0.264	0.264		
	30	0.69	1.305	1.351	0.264	0.264	0.264		

Design Earth Cover, ft		As1	As2	As3	As4	As7	As8	As5	As6
12x4x12	0<2	0.429	0.42	0.303	0.288	0.288	0.288	0.288	0.288
	2<3	0.429	0.39	0.307	0.288	0.288	0.288	0.288	0.288
	3-5	0.428	0.363	0.309	0.288	0.288	0.288		
	10	0.519	0.394	0.403	0.288	0.288	0.288		
	15	0.694	0.525	0.536	0.288	0.288	0.288		
	20	0.89	0.669	0.68	0.288	0.288	0.288		
	25	1.101	0.819	0.83	0.288	0.288	0.288		
	30	1.326	0.973	0.985	0.288	0.288	0.288		
	35	1.566	1.132	1.145	0.288	0.288	0.288		

Design Earth Cover, ft		As1	As2	As3	As4	As7	As8	As5	As6
12x6x12	0<2	0.37	0.473	0.366	0.288	0.288	0.288	0.288	0.288
	2<3	0.37	0.447	0.37	0.288	0.288	0.288	0.288	0.288
	3-5	0.361	0.42	0.372	0.288	0.288	0.288		
	10	0.442	0.466	0.482	0.288	0.288	0.288		
	15	0.587	0.621	0.64	0.288	0.288	0.288		
	20	0.748	0.792	0.812	0.288	0.288	0.288		
	25	0.92	0.971	0.992	0.288	0.288	0.288		
	30	1.102	1.157	1.178	0.288	0.288	0.288		
	35	1.296	1.349	1.372	0.288	0.288	0.288		

**KY Table 1**  
*Precast Culvert KYHL-93 Design Table*

Design Earth Cover, ft		As1	As2	As3	As4	As7	As8	As5	As6
12x8x12	0<2	0.318	0.512	0.414	0.288	0.288	0.288	0.288	0.288
	2<3	0.318	0.489	0.418	0.288	0.288	0.288	0.288	0.288
	3-5	0.31	0.461	0.419	0.288	0.288	0.288		
	10	0.387	0.515	0.539	0.288	0.288	0.288		
	15	0.509	0.687	0.715	0.288	0.288	0.288		
	20	0.645	0.877	0.907	0.288	0.288	0.288		
	25	0.789	1.077	1.108	0.288	0.288	0.288		
	30	0.942	1.285	1.317	0.288	0.288	0.288		
	35	1.103	1.502	1.535	0.288	0.288	0.288		

Design Earth Cover, ft		As1	As2	As3	As4	As7	As8	As5	As6
12x10x12	0<2	0.288	0.54	0.449	0.288	0.288	0.288	0.288	0.288
	2<3	0.288	0.518	0.452	0.288	0.288	0.288	0.288	0.288
	3-5	0.288	0.489	0.452	0.288	0.288	0.288		
	10	0.348	0.545	0.578	0.288	0.288	0.288		
	15	0.454	0.728	0.765	0.288	0.288	0.288		
	20	0.571	0.931	0.97	0.288	0.288	0.288		
	25	0.696	1.145	1.186	0.288	0.288	0.288		
	30	0.828	1.368	1.412	0.288	0.288	0.288		
	35	0.967	1.601	1.647	0.288	0.288	0.288		

Design Earth Cover, ft		As1	As2	As3	As4	As7	As8	As5	As6
12x12x12	0<2	0.288	0.557	0.472	0.288	0.288	0.288	0.288	0.288
	2<3	0.288	0.536	0.475	0.288	0.288	0.288	0.288	0.288
	3-5	0.288	0.505	0.475	0.288	0.288	0.288		
	10	0.323	0.558	0.601	0.288	0.288	0.288		
	15	0.418	0.747	0.794	0.288	0.288	0.288		
	20	0.523	0.958	1.007	0.288	0.288	0.288		
	25	0.634	1.18	1.231	0.288	0.288	0.288		
	30	0.752	1.412	1.467	0.288	0.288	0.288		



**Linebach ■ Funkhouser, Inc.**  
ENVIRONMENTAL COMPLIANCE & CONSULTING

---

## Asbestos Inspection Report

To: Derek Adams, H W Lochner, Inc.

Date: September 16, 2022

Conducted By: Russell H. Brooks, LFI, Inc.

---

### Project and Structure Identification

Project: Floyd County

Structure ID: #036C00049N

Structure Location: Bridge over Left Fork Beaver Creek, Floyd County, Kentucky

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

Inspection Date: September 16, 2022

### Results and Recommendations

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

It is recommended that this report accompany the 10-Day Notice of Intent for Demolition ([DEP7036 Form](#)) which is to be submitted to the Kentucky Division of Air Quality prior to abatement, demolition, or renovation of any building or structure in the Commonwealth. The form is to be submitted online at <https://dep.gateway.ky.gov/eForms/Account/Home.aspx>

No suspect asbestos containing (ACM) were observed.

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

**Russell Henry Brooks**

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

**Asbestos Inspector**

Agency Interest Id: **138451**

License Number: **71841**

Issue Date: **03/24/2022**

Expiration Date: **03/15/2023**



DEP 7036

**NOTIFICATION OF ASBESTOS  
ABATEMENT/DEMOLITION/RENOVATION**  
(Instructions for completing form on back)

PAGE 1 OF \_\_\_\_\_  
INITIAL SUBMITTAL DATE \_\_\_\_\_  
REVISION DATE \_\_\_\_\_  
NOTIFICATION # \_\_\_\_\_

OFFICE USE ONLY  
ID # \_\_\_\_\_  
LOG # \_\_\_\_\_

\*\*\*File this form with Regional Office where project will be performed\*\*\*

Kentucky Division for Air Quality  
300 Sower Boulevard, 2<sup>nd</sup> Floor  
Frankfort, KY 40601

**Contractor** \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Contact Person \_\_\_\_\_  
**Owner** \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Contact Person \_\_\_\_\_

**Description** of planned renovation/demolition, including abatement methods & demo/reno methods. \_\_\_\_\_

**Description** of affected facility components \_\_\_\_\_

**Asbestos** detection technique \_\_\_\_\_

**Amount of Cat. I & II nonfriable ACM** involved but will not be removed: \_\_\_\_\_

Describe **physical characteristics** that make it nonfriable and **methods** to keep it nonfriable (optional): \_\_\_\_\_

Describe **contingency plan** should nonfriable ACM become friable or additional ACM be uncovered during renovation/ demolition: \_\_\_\_\_

**Transporter** \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_

**Disposal Site** \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

I hereby certify that at least one person trained as required by 40 CFR 61.145(c)(8) will supervise the abatement work described herein. (optional for strictly non-friable work)

**Submitted by:** \_\_\_\_\_  
**Company Name:** \_\_\_\_\_

**Project Location** \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Facility Age (yrs.) \_\_\_\_\_ Size of Facility or Affected Part (sq.ft.) \_\_\_\_\_  
#Floors Affected \_\_\_\_\_ Present and Prior Use of Facility \_\_\_\_\_

**TYPE OF PROJECT (CHECK ONLY ONE):**

Renovation  Demolition  Ordered Demolition  Emergency  Long-term

**PROJECT DATES:**

Start Removal \_\_\_\_\_ End Removal \_\_\_\_\_  
Start Renovation/Demolition \_\_\_\_\_ End Renovation/Demolition \_\_\_\_\_

**Amount of ACM to be Removed:**

	Regulated ACM (FACM)	Category II nonfriable ACM (optional)	Category I nonfriable ACM (optional)
Linear Feet			
Square Feet			
Cubic Feet			

**INSTRUCTIONS FOR COMPLETING FORM DEP7036: NOTIFICATION OF ASBESTOS ABATEMENT/DEMOLITION/RENOVATION**

**Filing Deadline:** This form must be completed and filed with the Kentucky Division for Air Quality at least ten (10) working days before starting any asbestos removal, demolition, or other work which will disturb asbestos-containing material (ACM) in Kentucky facilities outside Jefferson County and in schools statewide, including Jefferson County. File with appropriate Regional Office.

**Renotification:** If developments occur that invalidate information on a notification (e.g., changes in dates, amounts, locations), file a revised form within the time frames specified in 401 KAR 58:025. Notifications may be numbered in the top-left corner (optional). First two digits are project year; remaining digits are project number (e.g., the first project in 1999 is 99-1).

**Attachments:** Attachments may be included to provide additional information, propose alternative procedures, declare nonfriable removal, identify secondary transporters, etc.

**Line-by-Line Instructions:**

**Contractor/Owner:** the contractor is the asbestos remover (or, for zero-asbestos demolitions, the demolition contractor). The owner is the entity having the work done.  
**Project Location:** The location at the address given where the work is taking place (e.g., which building/floor/room?).  
**Present/Prior Use:** Enter the present and prior use(s) of the facility.

**Type of Project:** Each choice shown in this category has a specific description under 401 KAR 58:025:

Emergency renovations result from a sudden, unexpected event. If the project is an emergency renovation, attach a detailed description of the sudden, unexpected event that necessitated removal. Include the exact date and hour the event occurred and explain how the event caused an unsafe condition, or would cause equipment damage or unreasonable financial burden.

Planned renovations are renovations that do not qualify as emergency renovations.

A long-term notification is a type of planned renovation which involves a number of nonscheduled small-scale removals whose annual total exceeds the NESHAP threshold amounts and can be estimated based on past years' experience. File yearly estimate at least 10 working days before the beginning of the calendar year for which a long-term notification is being given.

Demolitions involve the wrecking or taking out of a load-supporting structural member, such as a load-bearing beam or wall. Tearing down a structure, dismantling it piecemeal, and moving it from one place to another are all considered demolitions.

Ordered demolitions must result from a demolition order issued by a government agency because the building is structurally unsound and in danger of imminent collapse. For ordered demolitions, attach to the notification a signed, dated copy of order that includes demolition deadlines and name/title/authority of the government representative issuing the order.

**Project Dates:** Schedules must be precise and accurate. The "start removal" date is the date the removers arrive on-site and begin physically preparing the work area for removal. "End removal" is the date the removers dismantle the work area after cleaning and clearing it. If circumstances arise that invalidate previously submitted start dates, a revised notification must be submitted showing the updated, correct start date. If the start date has been moved up, submit written renotification at least ten working days before the new start date. If the start date has been moved back, telephone the Division as soon as possible before the original date and submit written renotification no later than the original start date.

Schedules for renovation and demolition (next line after removal schedule) are handled similarly, except that renotification is required only for schedule changes involving demolitions, not renovations.

**Amount of ACM:** In this table, enter the amount and type (FACM, Category I, and/or Category II) of asbestos that will be removed. Although the regulation does not require you to identify the amount of nonfriable ACM that will be removed, the table provides space for nonfriable ACM to accommodate those notifiers who choose to document these removals.

**Description of project:** Describe the demolition or renovation work to be performed and method(s) to be used, including work practices and engineering controls to be used.

**Asbestos Detection Technique:** Give a general description of the asbestos survey, for example, "AHERA-style survey by accredited inspector; samples analyzed by PLM."

**Amount of nonfriable ...:** If all nonfriable ACM will be properly removed, enter "NA."

**Contingency Plans:** If Category II nonfriable ACM becomes crumbled, pulverized, or reduced to powder, or if additional RACM is discovered, describe procedures to be followed. For example, "Move demolition activity away from ACM immediately; remove the ACM using regulation-required procedures." Even "Stop work, call Division for Air Quality" is OK.



## Asbestos Inspection Report

**To:** David Waldner, Director Environmental Services  
Palmer Engineering

**From:** Ralph Schuler, JR.  
Palmer Engineering  
Kentucky Accredited Asbestos Inspector #ETC-AIR-120121-00900

**Date:** September 16, 2022

---

### Project and Structure Identification

**Project:** Knott County: Item No. NA  
**Structure ID:** #060C00069N  
**Structure Location:** Meadow Lark Road Over Carr Fork, Knott County, Kentucky  
**Sample Description:** No suspect asbestos containing (ACM) were observed  
**Inspection Date:** September 14, 2022

### Results and Recommendations

The asbestos inspection was performed in accordance with current United States Environmental Protection Agency (US EPA) regulations, specifically 40 CFR Part 61, Asbestos National Emissions Standards for Hazardous Air Pollutants (NESHAP) revision, final rule effective November 20, 1990. It is recommended that this report accompany the 10-Day Notice of Intent for Demolition (DEP7036 Form) which is to be submitted to the Kentucky Division of Air Quality prior to abatement, demolition, or renovation of any building or structure in the Commonwealth. No suspect asbestos containing (ACM) were observed.



# Bulk Asbestos Analysis

Point Counting Procedure  
By Polarized Light Microscopy  
EPA Method: 600/R-93/116 and



**Customer:** Palmer Engineering  
400 Shoppers Drive  
Winchester, KY 40391

**Attn:** Ralph Schuler

**Lab Order ID:** 10006175

**Analysis:** PT4

**Date Received:** 09/15/2022

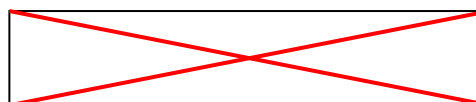
**Date Reported:** 09/15/2022

**Project:** 12407.05.01

Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
1	Asphalt deck #1	None Detected	3% Cellulose	70% Other 27% Quartz	Brown Non-Fibrous Homogeneous
10006175_0001					Crushed
2	Asphalt deck #2	None Detected	3% Cellulose	27% Quartz 70% Other	Brown Non-Fibrous Homogeneous
10006175_0002					Crushed
3	Concrete deck #1	None Detected		100% Other	Gray Non-Fibrous Homogeneous
10006175_0003					Crushed
4	Concrete deck #2	None Detected		100% Other	Gray Non-Fibrous Homogeneous
10006175_0004					Crushed
5	Concrete block #1	None Detected	2% Cellulose	8% Quartz 90% Other	Black Non-Fibrous Homogeneous
10006175_0005					Crushed
6	Concrete block #2	None Detected	2% Cellulose	90% Other 8% Quartz	Black Non-Fibrous Homogeneous
10006175_0006					Crushed
7	Block mortar #1	None Detected	5% Cellulose	35% Quartz 60% Other	Gray Non-Fibrous Homogeneous
10006175_0007					Crushed
8	Block mortar #2	None Detected	5% Cellulose	35% Quartz 60% Other	Gray Non-Fibrous Homogeneous
10006175_0008					Crushed

Disclaimer: Due to the nature of the EPA 600 method, asbestos may not be detected in samples containing low levels of asbestos. We strongly recommend that analysis of floor tiles, vermiculite, and/or heterogenous soil samples be conducted by TEM for confirmation of "None Detected" by PLM. This report relates only to the samples tested and may not be reproduced, except in full, without the written approval of SAI. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. government. Analytical uncertainty available upon request. Scientific Analytical Institute participates in the AIHA IHPAT program. IHPAT Laboratory ID: 173190. Unless otherwise noted blank sample correction was not performed. Estimated MDL is 1%.

Kiersten Smith (8)



Analyst

Approved Signatory





**Scientific Analytical Institute**  
4604 Dundas Dr. Greensboro, NC 27407  
Phone: 336.292.3888 Fax: 336.292.3313  
www.sailab.com lab@sailab.com

Lab Use Only  
Lab Order ID: 10006175  
Client Code: \_\_\_\_\_

Company Contact Information	
Company: Palmer Engineering	Contact: Ralph Schuler
Address: 400 Shoppers Dr Winchester Ky 40391	Phone <input type="checkbox"/> : Fax <input type="checkbox"/> : Email <input checked="" type="checkbox"/> : rschuler@palmer.net

Asbestos Test Types	
PLM EPA 600/R-93/116 (PLM)	<input type="checkbox"/>
Positive stop	<input type="checkbox"/>
PLM Point Count 400 (PT4)	<input checked="" type="checkbox"/>
PLM Point Count 1000 (PTM)	<input type="checkbox"/>
PCM NIOSH 7400-A Rules (PCM)	<input type="checkbox"/>
B Rules (PCB) <input type="checkbox"/> TWA (PTA) <input type="checkbox"/>	
TEM AHERA (AHE)	<input type="checkbox"/>
TEM Level II (LII)	<input type="checkbox"/>
TEM NIOSH 7402 (TNI)	<input type="checkbox"/>
TEM Bulk Qualitative (TBL)	<input type="checkbox"/>
TEM Bulk Chatfield (TBS)	<input type="checkbox"/>
TEM Bulk Quantitative (TBQ)	<input type="checkbox"/>
TEM Wipe ASTM D6480-05	<input type="checkbox"/>
TEM Microvac ASTM D5755-02	<input type="checkbox"/>
TEM Water EPA 100.2 (TW1)	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>

Billing/Invoice Information	Turn Around Times	
Company: Palmer Engineering	90 Min. <input type="checkbox"/>	48 Hours <input checked="" type="checkbox"/>
Contact: Monica Redmon	3 Hours <input type="checkbox"/>	72 Hours <input type="checkbox"/>
Address: 400 Shoppers Dr Winchester Ky 40391	6 Hours <input type="checkbox"/>	96 Hours <input type="checkbox"/>
	12 Hours <input type="checkbox"/>	120 Hours <input type="checkbox"/>
	24 Hours <input type="checkbox"/>	144+ Hours <input type="checkbox"/>

PO Number: \_\_\_\_\_  
Project Name/Number: 12407.05.01

Sample ID #		Volume/Area	Comments
1	Asphalt Deck #1		
2	Asphalt Deck #2		
3	Concrete Deck #1		
4	Concrete Deck #2		
5	Concrete Block #1		
6	Concrete Block #2		
7	Block Mortar #1		
8	Block Mortar #2		
			Accepted <input checked="" type="checkbox"/>
			Rejected <input type="checkbox"/>

Total # of Samples \_\_\_\_\_

Relinquished by	Date/Time	Received by	Date/Time
Ralph Schuler	9-14-22 / 445	[Signature]	9/15 10:30am



## Asbestos Inspection Report

**To:** David Waldner, Director Environmental Services  
Palmer Engineering

**From:** Ralph Schuler, JR.  
Palmer Engineering  
Kentucky Accredited Asbestos Inspector #ETC-AIR-120121-00900

**Date:** September 22, 2022

---

### Project and Structure Identification

**Project:** Knott County: Item No. NA  
**Structure ID:** #060C008  
**Structure Location:** Ember Lane Over Jones Fork, Knott County, Kentucky  
**Sample Description:** No suspect asbestos containing (ACM) were observed  
**Inspection Date:** September 13, 2022

### Results and Recommendations

The asbestos inspection was performed in accordance with current United States Environmental Protection Agency (US EPA) regulations, specifically 40 CFR Part 61, Asbestos National Emissions Standards for Hazardous Air Pollutants (NESHAP) revision, final rule effective November 20, 1990. It is recommended that this report accompany the 10-Day Notice of Intent for Demolition (DEP7036 Form) which is to be submitted to the Kentucky Division of Air Quality prior to abatement, demolition, or renovation of any building or structure in the Commonwealth. No suspect asbestos containing (ACM) were observed.



# Bulk Asbestos Analysis

Point Counting Procedure  
 By Polarized Light Microscopy  
 EPA Method: 600/R-93/116 and



**Customer:** Palmer Engineering  
 400 Shoppers Drive  
 Winchester, KY 40391

**Attn:** Ralph Schuler

**Lab Order ID:** 10006186

**Analysis:** PT4

**Date Received:** 09/15/2022

**Date Reported:** 09/19/2022

**Project:** 12407.06.02

Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
1	Asphalt rd #1	None Detected		100% Other	Black Non-Fibrous Heterogeneous
10006186_0001					Crushed
2	Asphalt rd #2	None Detected		100% Other	Black Non-Fibrous Heterogeneous
10006186_0002					Crushed
3	Concrete deck #1	None Detected		100% Other	Gray Non-Fibrous Heterogeneous
10006186_0003					Crushed
4	Concrete deck #2	None Detected		100% Other	Gray Non-Fibrous Heterogeneous
10006186_0004					Crushed

Disclaimer: Due to the nature of the EPA 600 method, asbestos may not be detected in samples containing low levels of asbestos. We strongly recommend that analysis of floor tiles, vermiculite, and/or heterogenous soil samples be conducted by TEM for confirmation of "None Detected" by PLM. This report relates only to the samples tested and may not be reproduced, except in full, without the written approval of SAI. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. government. Analytical uncertainty available upon request. Scientific Analytical Institute participates in the AIHA IHPAT program. IHPAT Laboratory ID: 173190. Unless otherwise noted blank sample correction was not performed. Estimated MDL is 1%.

Lachlan Krenz (4)

Analyst

Approved Signatory



**Scientific Analytical Institute**  
 4604 Dundas Dr. Greensboro, NC 27407  
 Phone: 336.292.3888 Fax: 336.292.3313  
 www.sailab.com lab@sailab.com

Lab Use Only  
 Lab Order ID: 100006186  
 Client Code: \_\_\_\_\_

Company Contact Information	
Company: <u>Palmer Engineering</u>	Contact: <u>Ralph Schuler</u>
Address: <u>400 Shoppers Dr</u> <u>Winchester Ky 40391</u>	Phone <input type="checkbox"/> : Fax <input type="checkbox"/> : Email <input checked="" type="checkbox"/> : <u>rschuler@palmereng.com</u>

Billing/Invoice Information	Turn Around Times	
Company: <u>Palmer Engineering</u>	90 Min. <input type="checkbox"/>	48 Hours <input checked="" type="checkbox"/>
Contact: <u>Monica Redmon</u>	3 Hours <input type="checkbox"/>	72 Hours <input type="checkbox"/>
Address: <u>400 Shoppers Dr</u> <u>Winchester Ky 40391</u>	6 Hours <input type="checkbox"/>	96 Hours <input type="checkbox"/>
	12 Hours <input type="checkbox"/>	120 Hours <input type="checkbox"/>
	24 Hours <input type="checkbox"/>	144*Hours <input type="checkbox"/>

PO Number: \_\_\_\_\_  
 Project Name/Number: 12407.06.02

Asbestos Test Types	
PLM EPA 600/R-93/116 (PLM)	<input type="checkbox"/>
Positive stop	<input type="checkbox"/>
PLM Point Count 400 (PT4)	<input checked="" type="checkbox"/>
PLM Point Count 1000 (PTM)	<input type="checkbox"/>
PCM NIOSH 7400-A Rules (PCM)	<input type="checkbox"/>
B Rules (PCB) <input type="checkbox"/>	TWA (PTA) <input type="checkbox"/>
TEM AHERA (AHE)	<input type="checkbox"/>
TEM Level II (LII)	<input type="checkbox"/>
TEM NIOSH 7402 (TNI)	<input type="checkbox"/>
TEM Bulk Qualitative (TBL)	<input type="checkbox"/>
TEM Bulk Chatfield (TBS)	<input type="checkbox"/>
TEM Bulk Quantitative (TBQ)	<input type="checkbox"/>
TEM Wipe ASTM D6480-05	<input type="checkbox"/>
TEM Microvac ASTM D5755-02	<input type="checkbox"/>
TEM Water EPA 100.2 (TW1)	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>

Sample ID #		Volume/Area	Comments
1	<u>Asphalt Rd #1</u>		
2	<u>Asphalt Rd #2</u>		
3	<u>Concrete deck #1</u>		
4	<u>Concrete deck #2</u>		
			Accepted <input checked="" type="checkbox"/>
			Rejected <input type="checkbox"/>

Total # of Samples \_\_\_\_\_

Relinquished by	Date/Time	Received by	Date/Time
<u>Ralph Schuler</u>	<u>9-14-22/4:45</u>	<u>[Signature]</u>	<u>9/15</u> <u>10:30AM</u>



COMMONWEALTH OF KENTUCKY  
TRANSPORTATION CABINET  
transportation.ky.gov

Andy Beshear  
GOVERNOR

Jim Gray  
SECRETARY

## Asbestos Inspection Report

To: Tom Mathews

District: Central Office

Date: September 16, 2022

Conducted By: O'Dail Lawson

Report Prepared By: O'Dail Lawson

---

### Project and Structure Identification

Project Number: Knott 12-0185

Structure ID: 060C003

Structure Location: Upper Mill Creek Road (CR 1100) over Mill Creek

Sample Description: There were no suspect materials present on this structure.

Inspection Date: September 15<sup>th</sup>, 2022

### Results and Recommendations

There were no suspect materials observed during this inspection; No samples collected.

\*\*\* It is recommended that this report accompany the 10-Day Notice of Intent for Demolition ([Notification Form DEP 7036](#)) which is to be submitted to the Kentucky Division of Air Quality prior to abatement, demolition, or renovation of any building or structure in the Commonwealth.

**ENVIRONMENTAL TRAINING CONCEPTS, INC**  
P.O. Box 99603 Louisville, KY 40269  
(502)640-2951

Certification Number: ETC-AIR-031522-00137

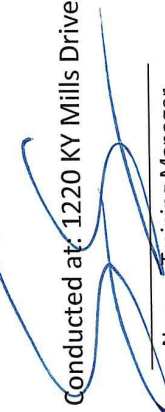
# O'Dail Lawson

has on 03-15-2022, attended and successfully completed the requirements and passed the examination with a score of 70% of better on the entitled course.


## ASBESTOS INSPECTOR REFRESHER

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

Conducted at: 1220 KY Mills Drive, Louisville, KY

  
Name - Training Manager

Expiration Date: 03-15-2023

  
Name - Instructor



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

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

**RIGHT OF WAY CERTIFICATION**

<input checked="" type="checkbox"/>	<b>Original</b>	<input type="checkbox"/>	<b>Re-Certification</b>	<b>RIGHT OF WAY CERTIFICATION</b>
-------------------------------------	-----------------	--------------------------	-------------------------	-----------------------------------

ITEM #	COUNTY	PROJECT # (STATE)	PROJECT # (FEDERAL)
12-0280.OTH	Floyd		FEMA BRIDGE:4663-DR DEPT OBJECT CODE:D23A

**PROJECT DESCRIPTION**

EMERGENCY BRIDGE REPLACEMENT. Locust Rd (CR1264) OVER Left Fork Beaver Crk BRIDGE ID#036C00049N

**No Additional Right of Way Required**

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

**Condition # 1 (Additional Right of Way Required and Cleared)**

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

**Condition # 2 (Additional Right of Way Required with Exception)**

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

**Condition # 3 (Additional Right of Way Required with Exception)**

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

Total Number of Parcels on Project	0	EXCEPTION (S) Parcel #	ANTICIPATED DATE OF POSSESSION WITH EXPLANATION
<b>Number of Parcels That Have Been Acquired</b>			
Signed Deed			
Condemnation			
Signed ROE			

**Notes/ Comments (Text is limited. Use additional sheet if necessary.)**

A "Consent and Release" was obtained from the adjoining property owners to allow construction of this project.

LPA RW Project Manager		Right of Way Supervisor	
Printed Name	Derrick Young	Printed Name	Joe Tackett
Signature		Signature	
Date	10/20/2022	Date	10/26/2022
Right of Way Director		FHWA	
Printed Name	2022.10.28	Printed Name	No Signature Required as per FHWA-KYTC Current Stewardship Agreement
Signature		Signature	
Date	08:18:26 -04'00'	Date	



KENTUCKY TRANSPORTATION CABINET  
 Department of Highways  
 DIVISION OF RIGHT OF WAY AND UTILITIES

TC 62-227  
 Rev. 05/2019  
 Page 1 of 1

**CONSENT & RELEASE**

COUNTY	ITEM NO.	PARCEL	NAME
Floyd	12-0280-OTH	02	Linnie Johnson
PROJECT NO.	FEDERAL NUMBER	PROJECT	
		Locust Road	

WHEREAS, the Transportation Cabinet, Commonwealth of Kentucky, finds it necessary to do the following work within, along, and/or adjacent to the existing right of way and has requested permission to:  
 See attached description

**On the Real Property of Property Owner(s):** Linnie Johnson, widow  
**Address of Property where work is to be done:** 50 South Locust Road, Hi Hat, KY 41636

WHEREAS, the Transportation Cabinet is willing to maintain the property owner's reasonable access or other property rights, the above mentioned property owner(s) are voluntarily allowing the Transportation Cabinet to enter upon the above referenced property and do work set out above;

The Transportation Cabinet agrees that reasonable care will be taken by itself and its authorized contractors to avoid damage during this operation and to correct, within reason, any damage done to the property.

I hereby agree that I will assert no claim for damages against the Transportation Cabinet by reason of said work, but these presents shall be forever barred.

This Consent and Release was signed on the 13th day of September 20 22.

SIGNATURES OF AGENTS FOR TRANSPORTATION CABINET	SIGNATURES OF PROPERTY OWNERS



**Floyd County Locust Road  
Item No: 12-0280.OTH**

**Parcel 2, Tract A  
Johnson, Danny Ray & Linnie (wife)  
Temporary Easement**

Being a tract of land lying in Floyd County adjacent to Kentucky 122 approximately 150 feet west of the intersection of Kentucky 122 and Locust Road, and more particularly described as follows:

Beginning at a point in the existing county right of way line 15.00 feet right of Locust Road at Station 51+45.59 thence with the existing county right of way line S49°40'41"W a distance of 18.11 feet to a point in the existing county right of way line 15.00 feet right of Locust Road at Station 51+63.70 thence with the existing county right of way line along an arc 38.46 feet to the right, having a radius of 25.00 feet, the chord of which is N86°15'08"W for a distance of 34.78 feet, to a point in the existing county right of way line 39.19 feet right of Locust Road at Station 51+88.69 thence with the existing county right of way line along an arc 10.84 feet to the right, having a radius of 485.00 feet, the chord of which is N41°32'32"W for a distance of 10.84 feet, to a point in the existing county right of way line and the proposed temporary easement line 50.02 feet right of Locust Road at Station 51+88.92 thence with the proposed temporary easement line N50°30'55"E a distance of 42.94 feet to a point in the proposed temporary easement line and the existing property line 49.39 feet right of Locust Road at Station 51+45.99 thence with the existing property line along an arc 34.40 feet to the right, having a radius of 498.00 feet, the chord of which is S40°58'59"E for a distance of 34.40 feet to a point in the existing property line and the existing county right of way line 15.00 feet right of Locust Road at Station 51+45.59 and the  
POINT OF BEGINNING.

The above described parcel contains 1364 sq. ft. of temporary easement for staging, slope construction, and general construction activities.

PS - FORM ROE1  
REVISED APRIL 3, 2008  
AGREEMENT NO. CSX967416

**CSX TRANSPORTATION, INC.**  
**TEMPORARY RIGHT OF ENTRY AGREEMENT**

THIS AGREEMENT, Made and effective as of October 6, 2022, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "CSXT," and KENTUCKY TRANSPORTATION CABINET, a municipal corporation, political subdivision or state agency, under the laws of the Commonwealth of Kentucky, whose mailing address is 200 Mero Street, Frankfort, Kentucky 40622, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee has submitted a written request/application to CSXT requesting permission to enter CSXT's property located at or near Hi Hat, Floyd County, Kentucky, Southern West Division, E And B V Subdivision, Milepost CON-16.13, hereinafter called ("Property,") for the purpose of staging equipment for the construction of a new highway bridge within an abandoned rail corridor, as shown on Exhibit "A", attached hereto and made a part hereof (the "Project"); and

WHEREAS, CSXT is willing to grant to Licensee the limited right and permission to enter upon the Property for the limited purpose of performing the Project.

NOW THEREFORE, CSXT hereby grants to Licensee the right and permission to enter upon the Property for the purpose of performing said Project, subject to the terms and conditions set forth below:

1. **PROJECT:** The Project shall be performed at the entire cost and expense of Licensee, in accordance with good and sound engineering practices, to the satisfaction of CSXT's Regional Engineer or his or her duly authorized representative ("Regional Engineer") and in a manner to avoid accidents, damages, unnecessary delays to or interference with train traffic of CSXT. Prior to entry, Licensee shall notify the Regional Engineer's representative and arrange for flagging protection in accordance with Sections 5 and 7 of this Agreement. Licensee shall not dig in the ballast line or within the tracks loading influence area, or otherwise disturb the track structure. Licensee and Licensee's employees, agents, contractors and other representatives (collectively, "Agents") shall maintain in their possession a copy of this Agreement at all times during their occupation of the Property.

2. **INDEMNITY:**

2.1 To the extent permitted by law, Licensee hereby assumes risk of and agrees to indemnify, defend, protect and save CSXT and CSXT's Affiliates harmless with respect to any and all attorneys' fees, liability, claims, demands, payments, suits, actions, recoveries, penalties, costs, legal expenses, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages) for:

2.1.1 personal injury, including, but not limited to bodily injury to or death of any person or persons whomsoever, including the agents, servants, Affiliates or employees of the parties;

PS - FORM ROE1  
REVISED APRIL 3, 2008  
AGREEMENT NO. CSX967416

2.1.2 the loss or damage to any property whatsoever, including property owned or in the care, custody or control of the parties hereto or their respective Affiliates;

2.1.3 any environmental damage and any related remediation brought or recovered against CSXT or any of its Affiliates; and

2.1.4 any and all other losses or damages;

arising directly or indirectly from the presence of Licensee or its Agents on or about the Property, whether or not attributable in whole or part to the negligence, gross negligence, or intentional misconduct of CSXT or its Affiliates.

2.2 The parties waive any and all right or opportunity to contest the enforceability of this Section and agree that, in the event this Section, or any part of this Section, is found unenforceable by the final, unappealable judgment of a court of competent jurisdiction, this Section shall be construed so as to be enforceable to the maximum extent permitted by applicable law. In the event that such court of competent jurisdiction finds that Florida statutory construction contract indemnity monetary limits apply to this Agreement with respect to Licensee's indemnification of CSXT and its Affiliates for liability caused in whole or in part by any act, omission or default by CSXT or its Affiliates, the parties hereto agree that such limit shall be equal to the limits (exclusive of deductibles) of the applicable insurance required by Sections 3 and 4 of this Agreement. The parties acknowledge and agree that this monetary limit, if required, bears a commercially reasonable relationship to this Agreement, in so far as, among other factors, the parties have taken into account the availability and cost of insurance and other risk transference devices, the scope of the Project, the risks associated with the Project, and the compensation and any other benefits exchanged between the parties in connection with this Agreement.

2.2.1 Licensee shall comply with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its presence or performance of any activity on the Property and agrees to indemnify, defend, and hold CSXT and its Affiliates harmless with respect to any fines, penalties, liabilities, or other consequences for its failure to so comply.

2.2.2 For the purpose of this Agreement, the term "Affiliates" includes all entities, directly or indirectly owned or controlled by, or under common control of a party or its respective officers, directors, employees and agents, and in the case of CSXT, includes CSX Corporation, CSXT and their Affiliates and their respective officers, directors, employees and agents.

2.2.3 The provisions of this Section shall survive the termination or expiration of this Agreement.

PS - FORM ROE1  
REVISED APRIL 3, 2008  
AGREEMENT NO. CSX967416

### **3. GENERAL LIABILITY INSURANCE:**

3.1 Licensee shall procure and maintain, at its expense: (i) statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00), which insurance must contain a waiver of subrogation against CSXT and its Affiliates, if permitted by state law; (ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement; (iii) business automobile liability insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00) combined single limit for bodily injury and/or property damage per occurrence; and (iv) such other insurance as CSXT may reasonably require. Upon request, Licensee shall provide CSXT with a copy of Licensee's applicable insurance policies. A policy endorsement naming CSXT, and/or its designee, as an additional insured and specifying such coverage shall be furnished to CSXT prior to the execution of this Agreement, and the required coverage will be kept in force until all of Licensee's obligations under this Agreement have been fully discharged and fulfilled, or until Licensee shall have been specifically released by a written instrument signed by an authorized officer of CSXT. Licensee shall also provide CSXT with a copy of the insurance policies. The insurance policies shall provide that the insurance carrier must give CSXT notice at least thirty (30) days in advance of cancellation of coverage, of any change in coverage, or of cancellation of the policy. Notwithstanding any provisions of this Section, the liability assumed by Licensee shall not be limited to the required insurance coverage.

### **4. RAILROAD PROTECTIVE LIABILITY INSURANCE:**

In the event Licensee finds it necessary to perform surveying, construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify CSXT; and (b) procure and maintain during the period of construction or demolition operations, at no cost to CSXT, Railroad Protective Liability (RPL) Insurance, naming CSXT, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 01 96) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period, with Pollution Exclusion Amendment (ISO CG 28 31 11 85) if an older ISO Form CG 00 35 is used. The original of such RPL policy shall be sent to and approved by CSXT prior to commencement of such survey, construction or demolition. CSXT reserves the right to demand higher limits.

At CSXT's option, in lieu of purchasing RPL insurance from an insurance company (but not CGL insurance), Licensee may pay CSXT, at CSXT's current rate at time of request, the cost of adding any surveying, construction or demolition activities, to CSXT's blanket Railroad Protective Liability (RPL) Policy for the period of actual surveying, construction or demolition activities. This coverage is offered at CSXT's discretion and may not be available under all circumstances.

PS - FORM ROE1  
REVISED APRIL 3, 2008  
AGREEMENT NO. CSX967416

5. **PRIOR NOTIFICATION:** Licensee or Licensee's Agents shall notify CSXT at least 30 days prior to requiring entry on the Property and shall abide by the instructions of the Regional Engineer, or his or her authorized representative.
6. **CLEARANCES:** Neither Licensee nor Agents shall perform any Project or place or operate any equipment of Licensee or Agents at a distance closer than fifty (50) feet from the center of any track, without the prior approval of the Regional Engineer. The Regional Engineer may require protective services or such other services as deemed necessary or appropriate. Equipment shall be moved across CSXT's track(s) only at a public crossing unless prior arrangements have been made with the Regional Engineer and a Private Crossing Agreement is fully executed and in place. Licensee and Agents shall take all precautions necessary to avoid interference with or damage to CSXT's property and signal and communication facilities during their performance of the Project.
7. **PROTECTIVE SERVICES:** If protective services, such as flagging protection, are required by CSXT, Licensee shall make arrangements with the Regional Engineer to furnish such personnel, flagman or watchman, that in the Regional Engineer's opinion may be necessary to protect the facilities and traffic of CSXT during the performance of the Project. Licensee shall pay for the cost of such services, including all applicable surcharges and additives. Licensee shall give notice to Licensor by completing and submitting Licensor's Outside Party Number Request Form (Form # OP) by logging on to:  
[https://propertyportal.csx.com/pub\\_ps\\_res/ps\\_res/jsf/public/index.faces](https://propertyportal.csx.com/pub_ps_res/ps_res/jsf/public/index.faces)  
If you are new to the portal, please click the link to sign up.
8. **PAYMENT FOR PROTECTIVE SERVICES:** Payment shall be made by Licensee in accordance with the following designated option:
- ( ) **Option 1:** Licensee shall make an advance deposit of funds based on an estimate of the cost of protective or other services as determined by CSXT. The cost for CSXT's services shall then be assessed by CSXT against this advance deposit. Upon completion of the Project, any unused funding will be returned to Licensee. If CSXT's costs exceed the advance deposit(s), a request will be made to Licensee for additional funds or an invoice will be issued to Licensee for final payment. Licensee shall remit payment to CSXT within thirty (30) days of receipt of either a request for additional funds or an invoice.
- ( X ) **Option 2:** Licensee shall promptly reimburse CSXT for the cost of protective or other services on an as-incurred basis, including all applicable surcharges, upon receipt of bill(s) therefore.

PS - FORM ROE1  
REVISED APRIL 3, 2008  
AGREEMENT NO. CSX967416

9. **ENVIRONMENTAL:** This Agreement does not include and expressly excludes the performance of any site investigation activities designed to determine environmental conditions on, about or beneath the Property. Precluded activities include performing soil borings for purposes other than geotechnical investigation, obtaining soil, sediment, groundwater and surface water samples, and conducting field or laboratory analyses of any soil, sediment, groundwater or surface water samples obtained from CSXT property to identify chemical composition or environmental condition. If any type of environmental investigation is desired, a separate right of entry agreement issued through CSXT's Environmental Department must be secured.

10. **CLAIMS:** Licensee shall, or shall require Agents, to promptly notify the Regional Engineer of any loss, damage, injury or death arising out of or in connection with the Project.

11. **REMEDATION:** It is understood and agreed that, upon completion of the Project, the Property shall be left in a condition satisfactory to Regional Engineer or his or her duly authorized representative.

12. **SAFETY:**

12.1 All personnel entering the Property must comply with CSXT safety rules and requirements to include, without exception, the wearing of hard hats and approved safety shoes and safety glasses with side shields. Anyone not in compliance with these rules and regulations will be asked to leave the Property.

12.2 Before performing any work authorized by this Agreement, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (state, federal or local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b), et al.), and State "One Call" -"Call Before You Dig" requirements.

13. **TERM:** This Right-of-Entry Agreement and the permission conferred and the license granted by it does not constitute a grant of permanent easement and shall terminate upon completion of the Project or at midnight, April 6, 2023, whichever occurs first, unless extended in writing by CSXT. In the event Licensee fails to comply with terms and provisions of this Agreement, Licensee agrees to pay and agrees that CSXT shall be entitled to recover costs and expenses incurred by CSXT, including legal fees and expenses, to enforce the terms of this Agreement.

14. **SEVERABILITY:** The parties agree that if any part, term or provision of the Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term or provision shall be severable, with the remainder of the

PS - FORM ROE1  
REVISED APRIL 3, 2008  
AGREEMENT NO. CSX967416

Agreement remaining valid and enforceable. If any provision or any part of a provision of the Agreement shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable law, ordinance, rule or regulation, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Agreement, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

**15. ENTIRE AGREEMENT:** This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter.

**16. NOTICES:** All notices, consents and approvals required or permitted by this agreement shall be in writing and shall be deemed delivered; upon personal delivery, upon the expiration of three (3) business days following mailing by U.S. first class mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Administration, J180; or at such other addresses as either party may designate by delivery of prior notice to the other party .

**17. TERMINATION:** CSXT shall have the right at any time and at its sole discretion to terminate this Agreement upon notice to Licensee.

**18. WAIVER:** If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.

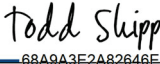
**19. GOVERNING LAW; VENUE:** This Agreement shall be governed by and construed under the laws of the State of Kentucky, without regard to the choice of law provisions thereof. Venue for any action arising from, or brought to enforce, this Agreement, shall vest exclusively in the state or federal courts located in Franklin County, Kentucky, and the parties agree to submit to the personal jurisdiction of any state or federal court located in Franklin County, Kentucky.

**20. NO ASSIGNMENT:** Notwithstanding anything to the contrary contained in this Agreement, Licensee shall not permit Agents to enter the Property without first requiring Agents to agree in writing to comply with all of the terms of this Agreement. Notwithstanding the foregoing, Licensee shall continue to be responsible for insuring that Agents comply with all of the terms and conditions of this Agreement and shall to the extent permitted by law, indemnify and hold CSXT harmless for any damages described in Section 2 above caused in whole or in part by such subcontractor. Assignment of this Agreement to any party other than Agents in accordance with this Section shall not be permitted except upon the prior written consent of CSXT, which consent may be granted or withheld at CSXT's sole discretion. This Agreement shall be binding upon the parties and their respective successors and assigns.

PS - FORM ROE1  
REVISED APRIL 3, 2008  
AGREEMENT NO. CSX967416

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed  
as of the effective date of this Agreement.

**Witness for KYTC:**

DocuSigned by:  
 10/14/2022  
68A9A3E2A82646E...  
Todd Shipp  
KYTC Legal


**CSX TRANSPORTATION, INC.**

**Coley J. Campbell** Digitally signed by Coley J. Campbell  
Date: 2022.10.14 11:49:53 -04'00'  
By: \_\_\_\_\_

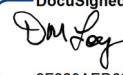
Print/Type Name: Coley J. Campbell

Print/Type Title: Senior Manager of  
Environmental & Property Management

**Witness for Licensee:**

DocuSigned by:  
 10/14/2022  
1556FCDE310844B...  
Jennifer McCleave  
Utility & Rails Branch Manager

**KENTUCKY TRANSPORTATION CABINET**

DocuSigned by:  
 10/17/2022  
By: \_\_\_\_\_  
2F220AED6381468...  
Dean M. Loy  
ROW/Utilities & Rails  
Division Director

Who, by the execution hereof, affirms that he/she has  
the authority to do so and to bind the Licensee to the  
terms and conditions of this Agreement.

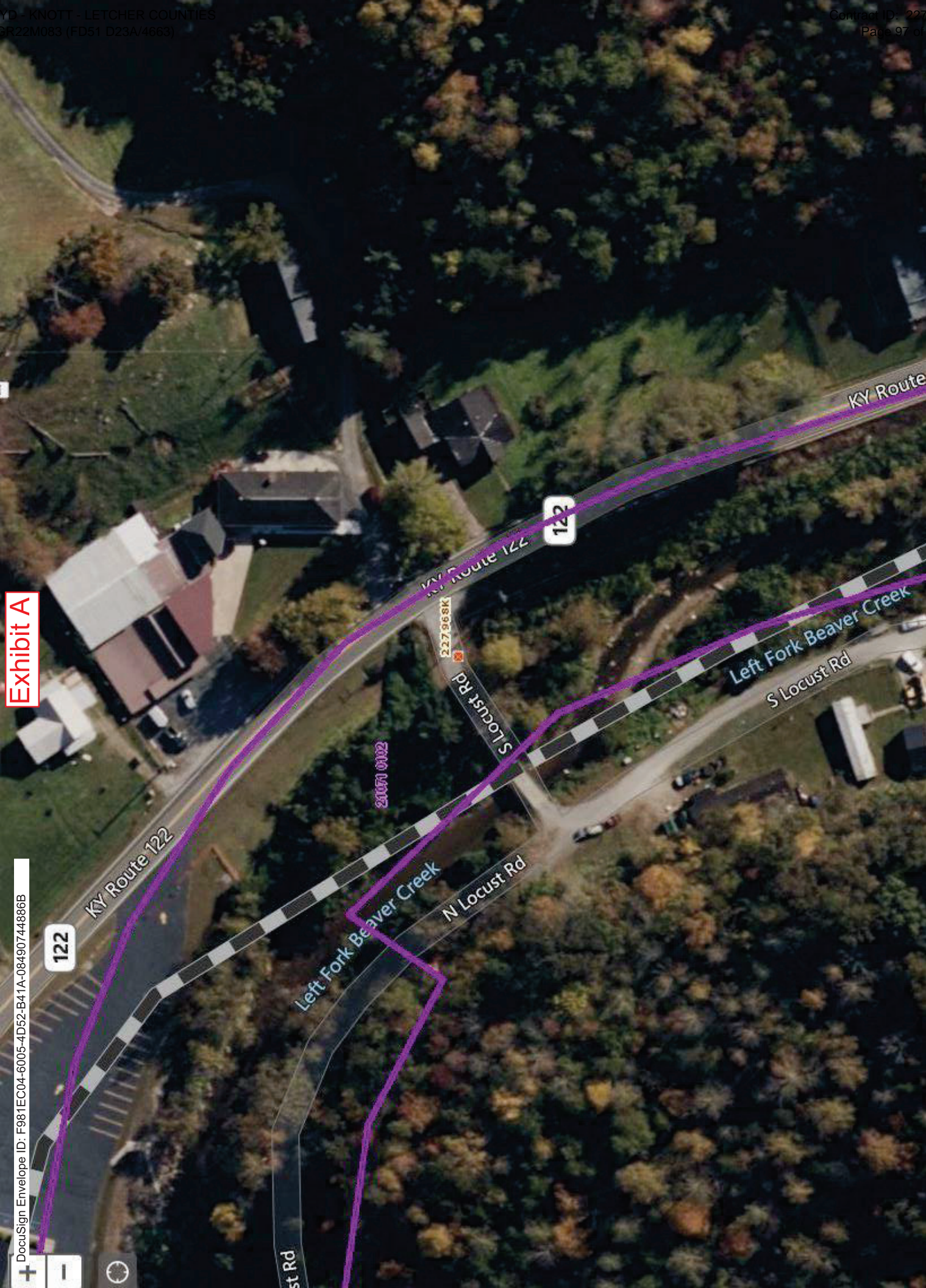
Print/Type Name: Dean Loy

Print/Type Title: Director



Exhibit A

DocuSign Envelope ID: F981EC04-6005-4D52-B41A-08490744886B





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

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

**RIGHT OF WAY CERTIFICATION**

<input checked="" type="checkbox"/> Original	<input type="checkbox"/> Re-Certification	<b>RIGHT OF WAY CERTIFICATION</b>
--	---	-----------------------------------

ITEM #	COUNTY	PROJECT # (STATE)	PROJECT # (FEDERAL)
12-053.OTH	Knott		FEMA No. 4663-DR

**PROJECT DESCRIPTION**

Replacement of Bridge on Meadow Lark Road over Carr Fork

**No Additional Right of Way Required**

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

**Condition # 1 (Additional Right of Way Required and Cleared)**

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

**Condition # 2 (Additional Right of Way Required with Exception)**

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

**Condition # 3 (Additional Right of Way Required with Exception)**

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

Total Number of Parcels on Project	0	EXCEPTION (S) Parcel #	ANTICIPATED DATE OF POSSESSION WITH EXPLANATION
Number of Parcels That Have Been Acquired	0		
Signed Deed	0		
Condemnation	0		
Signed ROE	0		

**Notes/ Comments (Text is limited. Use additional sheet if necessary.)**

No additional Right of Way will be necessary. All work outside of existing Right of Way shall be completed via Consent & Release Agreement signed by the adjacent property owners. (See Attached Signed Consent & Release Agreements.)

LPA RW Project Manager		Right of Way Supervisor	
Printed Name	Kevin Damron	Printed Name	Joe Tackett
Signature	<i>Kevin Damron</i>	Signature	<i>Joe Tackett</i>
Date	9-19-22	Date	9-19-22
Right of Way Director		FHWA	
Printed Name	2022.09.19	Printed Name	No Signature Required as per FHWA-KYTC Current Stewardship Agreement
Signature	<i>Charles Hale</i>	Signature	
Date	14:55:53 -04'00'	Date	



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

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

**RIGHT OF WAY CERTIFICATION**

<input checked="" type="checkbox"/>	<b>Original</b>	<input type="checkbox"/>	<b>Re-Certification</b>	<b>RIGHT OF WAY CERTIFICATION</b>
-------------------------------------	-----------------	--------------------------	-------------------------	-----------------------------------

ITEM #	COUNTY	PROJECT # (STATE)	PROJECT # (FEDERAL)
12-0283.OTH	Knott		FEMA No. 4663-DR

**PROJECT DESCRIPTION**

Replacement of Bridge (060C008) on Ember Lane over Jones Fork

**No Additional Right of Way Required**

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

**Condition # 1 (Additional Right of Way Required and Cleared)**

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

**Condition # 2 (Additional Right of Way Required with Exception)**

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

**Condition # 3 (Additional Right of Way Required with Exception)**

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

Total Number of Parcels on Project	0	EXCEPTION (S) Parcel #	ANTICIPATED DATE OF POSSESSION WITH EXPLANATION
<b>Number of Parcels That Have Been Acquired</b>	0		
Signed Deed	0		
Condemnation	0		
Signed ROE	0		

**Notes/ Comments (Text is limited. Use additional sheet if necessary.)**

No additional Right of Way will be necessary. All work outside of existing Right of Way shall be completed via Consent & Release Agreement signed by the adjacent property owners. (See Attached Signed Consent & Release Agreements.)

LPA RW Project Manager		Right of Way Supervisor	
Printed Name	Kevin Damron	Printed Name	Joe Tackett
Signature	<i>Kevin F. Damron</i>	Signature	<i>Joe Tackett</i>
Date	10-14-22	Date	10/14/2022
Right of Way Director		FHWA	
Printed Name		Printed Name	
Signature	<i>Charles Hale</i>	Signature	
Date	2022.10.18 10:37:32 -04'00"	Date	

No Signature Required  
as per FHWA-KYTC  
Current Stewardship Agreement



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

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

**RIGHT OF WAY CERTIFICATION**

<input checked="" type="checkbox"/>	<b>Original</b>	<input type="checkbox"/>	<b>Re-Certification</b>	<b>RIGHT OF WAY CERTIFICATION</b>
-------------------------------------	-----------------	--------------------------	-------------------------	-----------------------------------

ITEM #	COUNTY	PROJECT # (STATE)	PROJECT # (FEDERAL)
12-0284.OTH	Letcher		FEMA No. 4663-DR

**PROJECT DESCRIPTION**

Replacement of Bridge (067C003) on Left Fork of Marshalls Branch (CR-1006Q1) over Marshalls Branch

**No Additional Right of Way Required**

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

**Condition # 1 (Additional Right of Way Required and Cleared)**

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

**Condition # 2 (Additional Right of Way Required with Exception)**

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

**Condition # 3 (Additional Right of Way Required with Exception)**

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

Total Number of Parcels on Project	0	EXCEPTION (S) Parcel #	ANTICIPATED DATE OF POSSESSION WITH EXPLANATION
<b>Number of Parcels That Have Been Acquired</b>	0		
Signed Deed	0		
Condemnation	0		
Signed ROE	0		

**Notes/ Comments (Text is limited. Use additional sheet if necessary.)**

No additional Right of Way will be necessary. All work outside of existing Right of Way shall be completed via Consent & Release Agreement signed by the adjacent property owners. (See Attached Signed Consent & Release Agreements.)

LPA RW Project Manager		Right of Way Supervisor	
Printed Name	Kevin Damron	Printed Name	Joe Tackett
Signature	<i>Kevin F. Damron</i>	Signature	<i>Joe Tackett</i>
Date	10-24-22	Date	10/28/2022
Right of Way Director		FHWA	
Printed Name	2022.10.28	Printed Name	
Signature	<i>Charles Hale</i>	Signature	
Date	10:52:01	Date	
	-04'00'		

No Signature Required  
 as per FHWA-KYTC  
 Current Stewardship Agreement



KENTUCKY TRANSPORTATION CABINET  
 Department of Highways  
 DIVISION OF MAINTENANCE

TC 71-14  
 Rev. 03/2019  
 Page 1 of 1

**CONSENT & RELEASE**

**SECTION 1: LOCATION INFORMATION**

<b>COUNTY</b> Letcher	<b>ROUTE #</b> CR-1006Q1	<b>MILE POINT</b> N/A	
<b>ROAD NAME</b> Left Fork Marshalls Branch	<b>LATITUDE</b> 37°12'49"N	<b>LONGITUDE</b> 82°35'48"W	

**SECTION 2: PROPERTY OWNER INFORMATION**

<b>FIRST NAME</b> Christopher	<b>LAST NAME</b> Cain	<b>PHONE #</b> 276-639-0237	
<b>ADDRESS</b> 130 Left Fork Marshalls Branch	<b>CITY</b> Jenkins	<b>STATE</b> KY	<b>ZIP</b> 41537


**SECTION 3: AGREEMENT**

WHEREAS, the Transportation Cabinet, Commonwealth of Kentucky, in order to protect Highway No. CR-1017 finds it necessary to do the following work:  
 Per the Letcher County PVA office and conversations with the property owner, Mr. Cain owns the property on both sides of the culvert in the Left Fork of Marshalls Branch through DB 381 PG 67. The proposed work involves removing the temporary 60" plastic pipe and replacing it with a culvert. The contractor will likely construct a temporary low-water crossing for access during construction.

The work will be done on the land of the property owner listed in Section 2.

NOW, THEREFORE, in consideration of the above and the incidental benefits accruing to the property, I hereby consent and agree that the Transportation Cabinet may come upon the above property and do the work as set out above, and do further agree that I will assert no claim for damages against the Transportation Cabinet by reason of said work, but by these presents shall be forever barred.

Chris Cain  
 \_\_\_\_\_  
**PROPERTY OWNER (print)**

  
 \_\_\_\_\_  
**PROPERTY OWNER SIGNATURE**

8/29/22  
 \_\_\_\_\_  
**DATE**

Kevin Damron  
 \_\_\_\_\_  
**WITNESS (print)**  
 CITY SUPERINTENDENT/  
 DESIGNATED REPRESENTATIVE

\_\_\_\_\_  
**WITNESS SIGNATURE**  
 CITY SUPERINTENDENT/  
 DESIGNATED REPRESENTATIVE

10-24-22  
 \_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**CHIEF DISTRICT ENGINEER (print)**

\_\_\_\_\_  
**CHIEF DISTRICT ENGINEER SIGNATURE**

\_\_\_\_\_  
**DATE**



KENTUCKY TRANSPORTATION CABINET  
Department of Highways  
DIVISION OF MAINTENANCE

TC 71-14  
Rev. 03/2019  
Page 1 of 1

**CONSENT & RELEASE**

**SECTION 1: LOCATION INFORMATION**

<b>COUNTY</b> Letcher	<b>ROUTE #</b> CR-1006Q1	<b>MILE POINT</b> N/A	
<b>ROAD NAME</b> Left Fork Marshalls Branch	<b>LATITUDE</b> 37°12'49"N	<b>LONGITUDE</b> 82°35'48"W	

**SECTION 2: PROPERTY OWNER INFORMATION**

<b>FIRST NAME</b> Pike Elkhorn Land Company	<b>LAST NAME</b>	<b>PHONE #</b>	
<b>ADDRESS</b>	<b>CITY</b> Jenkins	<b>STATE</b> KY	<b>ZIP</b> 41537

**SECTION 3: AGREEMENT**

WHEREAS, the Transportation Cabinet, Commonwealth of Kentucky, in order to protect Highway No. CR-1006Q1 finds it necessary to do the following work:  
The proposed work involves removing the temporary 60" plastic pipe and replacing it with a culvert. The contractor will likely construct a temporary low-water crossing for access during construction.

The work will be done on the land of the property owner listed in Section 2.

NOW, THEREFORE, in consideration of the above and the incidental benefits accruing to the property, I hereby consent and agree that the Transportation Cabinet may come upon the above property and do the work as set out above, and do further agree that I will assert no claim for damages against the Transportation Cabinet by reason of said work, but by these presents shall be forever barred.

Pike Elkhorn Land Co

PROPERTY OWNER (print)

[Handwritten Signature]  
PROPERTY OWNER SIGNATURE  
Manager

10-24-22

DATE

Kevin Damron  
WITNESS (print)  
CITY SUPERINTENDENT/  
DESIGNATED REPRESENTATIVE

WITNESS SIGNATURE  
CITY SUPERINTENDENT/  
DESIGNATED REPRESENTATIVE

10-24-22

DATE

CHIEF DISTRICT ENGINEER (print)

CHIEF DISTRICT ENGINEER SIGNATURE

DATE

## UTILITIES AND RAIL CERTIFICATION NOTE

**Floyd County**  
**4663-DR**  
**Locust Rd. (CR 1264) Over Left Fork Beaver Creek; NBI 036C00049N**  
**ITEM NUMBER: 12-0280.OTH**

### PROJECT NOTES ON UTILITIES

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

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

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

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

## UTILITIES AND RAIL CERTIFICATION NOTE

**Floyd County**  
**4663-DR**  
**Locust Rd. (CR 1264) Over Left Fork Beaver Creek; NBI 036C00049N**  
**ITEM NUMBER: 12-0280.OTH**

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.

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

Inter-Mountain Cable – CATV – have facilities on/near the project. Caution should be used when working near these lines.

Columbia Gas of Kentucky - Natural Gas– have facilities on/near the project. Caution should be used when working near these lines.

Kentucky Power Company – Electric – have facilities on/near the project. Caution should be used when working near these lines.

Southern Water and Sewer – Water – Have a 10” asbestos water main running along existing Locust Road. Extreme care should be used near this line. If asbestos line is broken, contractor must contact Southern Water & Sewer immediately.

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



## UTILITIES AND RAIL CERTIFICATION NOTE

<p>Floyd County 4663-DR Locust Rd. (CR 1264) Over Left Fork Beaver Creek; NBI 036C00049N ITEM NUMBER: 12-0280.OTH</p>
---

**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**

Not Applicable

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

Not Applicable

**RAIL COMPANIES HAVE FACILITIES IN CONJUNCTION WITH THIS PROJECT AS NOTED**

No Rail Involvement    Rail Involved    Rail Adjacent

## UTILITIES AND RAIL CERTIFICATION NOTE

**Floyd County**  
**4663-DR**  
**Locust Rd. (CR 1264) Over Left Fork Beaver Creek; NBI 036C00049N**  
**ITEM NUMBER: 12-0280.OTH**

## UTILITIES AND RAIL CERTIFICATION NOTE

**Floyd County**  
**4663-DR**  
**Locust Rd. (CR 1264) Over Left Fork Beaver Creek; NBI 036C00049N**  
**ITEM NUMBER: 12-0280.OTH**

### AREA FACILITY OWNER CONTACT LIST

<b>Facility Owner</b>	<b>Address</b>	<b>Contact Name</b>	<b>Phone</b>	<b>Email</b>
Columbia Gas of Kentucky - Natural Gas	2001 Mercer Road Lexington KY 40511	Andrew Weber	8592276424	aweber@nisource.com
Inter-Mountain Cable - CATV	5 Laynesville Rd. Harold KY 41635	Roy Harlow	6064796222	rharlow@gearheart.com
Kentucky Power Company - Electric	12333 Kevin Avenue Ashland KY 41102	Ronald Canfield	6069291462	rlcanfield@aep.com
Southern Water and Sewer - Water	PO BOX 610 McDowell KY 41647	Jeff Prater	6067894095	jprater@bigsandyrecc.com

## UTILITIES AND RAIL CERTIFICATION NOTE

**Knott County**  
**FEMA No. 4663-DR**  
**Mile point: TO**  
**Meadow Lark Rd. (CR 1127) Over Carr Fork; NBI 060C00069N**  
**ITEM NUMBER: 12-0253.OTH**

### PROJECT NOTES ON UTILITIES

The contractor should be aware that there is UTILITY WORK INCLUDED IN THIS ROAD CONSTRUCTION CONTRACT. The Contractor shall review the GENERAL UTILITY NOTES AND INSTRUCTIONS which may include KYTC Utility Bid Item Descriptions, utility owner supplied specifications, plans, list of utility owner preapproved subcontractors, and other instructions. Utility contractors may be added via addendum if KYTC is instructed to do so by the utility owner. Potential contractors must seek prequalification from the utility owner. Any revisions must be sent from the utility owner to KYTC a minimum of one week prior to bid opening.

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

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

The contractor will be responsible for contacting all utility facility owners on the subject project to coordinate his activities. The contractor will coordinate his activities to minimize and, where possible, avoid conflicts with utility facilities. Due to the nature of the work proposed, it is unlikely to conflict with the existing utilities beyond minor facility adjustments. Where conflicts with utility facilities are unavoidable, the contractor will coordinate any necessary relocation work with the facility owner and Resident Engineer. The Kentucky Transportation Cabinet maintains the right to remove or alter portions of this contract if a utility conflict occurs. The utility facilities as noted in the previous section(s) have been determined using data garnered by varied means and with varying degrees of accuracy: from the facility owners, a result of S.U.E., field inspections, and/or reviews of record drawings. The facilities

## UTILITIES AND RAIL CERTIFICATION NOTE

**Knott County  
FEMA No. 4663-DR  
Mile point: TO  
Meadow Lark Rd. (CR 1127) Over Carr Fork; NBI 060C00069N  
ITEM NUMBER: 12-0253.OTH**

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.

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

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

## UTILITIES AND RAIL CERTIFICATION NOTE

<p style="text-align: center;"><b>Knott County</b> <b>FEMA No. 4663-DR</b> <b>Mile point: TO</b> <b>Meadow Lark Rd. (CR 1127) Over Carr Fork; NBI 060C00069N</b> <b>ITEM NUMBER: 12-0253.OTH</b></p>
--

**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**

Not Applicable

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

Knott County Water & Sewer District - Water

**RAIL COMPANIES HAVE FACILITIES IN CONJUNCTION WITH THIS PROJECT AS NOTED**

No Rail Involvement    Rail Involved    Rail Adjacent

## UTILITIES AND RAIL CERTIFICATION NOTE

**Knott County**  
**FEMA No. 4663-DR**  
**Mile point: TO**  
**Meadow Lark Rd. (CR 1127) Over Carr Fork; NBI 060C00069N**  
**ITEM NUMBER: 12-0253.OTH**

### AREA FACILITY OWNER CONTACT LIST

<b>Facility Owner</b>	<b>Address</b>	<b>Contact Name</b>	<b>Phone</b>	<b>Email</b>
Knott County Water & Sewer District - Water	7777 Big Branch Road Vicco KY 41773	Jared Salmons	6066423582	jaredsalmons@kcwsd.com

## UTILITIES AND RAIL CERTIFICATION NOTE

**Knott County**  
**FEMA No. 4663-DR**  
**Ember Lane (CR 1437) Over Jones Fork; Non Inventory 060C008**  
**ITEM NUMBER: 12-0283.OTH**

### PROJECT NOTES ON UTILITIES

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

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

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

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



## UTILITIES AND RAIL CERTIFICATION NOTE

**Knott County**  
**FEMA No. 4663-DR**  
**Ember Lane (CR 1437) Over Jones Fork; Non Inventory 060C008**  
**ITEM NUMBER: 12-0283.OTH**

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.

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

City of Hindman - Water

Diversified Gas & Oil Coporation, PLC - Natural Gas

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

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

Not Applicable

## UTILITIES AND RAIL CERTIFICATION NOTE

**Knott County**  
**FEMA No. 4663-DR**  
**Ember Lane (CR 1437) Over Jones Fork; Non Inventory 060C008**  
**ITEM NUMBER: 12-0283.OTH**

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

Not Applicable

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

Not Applicable

**RAIL COMPANIES HAVE FACILITIES IN CONJUNCTION WITH THIS PROJECT AS NOTED**

**No Rail Involvement**    **Rail Involved**    **Rail Adjacent**

## UTILITIES AND RAIL CERTIFICATION NOTE

**Knott County**  
**FEMA No. 4663-DR**  
**Ember Lane (CR 1437) Over Jones Fork; Non Inventory 060C008**  
**ITEM NUMBER: 12-0283.OTH**

### AREA FACILITY OWNER CONTACT LIST

<b>Facility Owner</b>	<b>Address</b>	<b>Contact Name</b>	<b>Phone</b>	<b>Email</b>
City of Hindman - Water	PO Box 496 Hindman KY 41822	Tracy Neice	6067855544	beck@tgtel.com
Diversified Gas & Oil Coporation, PLC - Natural Gas	213 Industrial Road Debord KY 41214	Craig Blackburn	6062983400	CBlackburn@dgoc.com

## UTILITIES AND RAIL CERTIFICATION NOTE

**Letcher County**  
**FEMA No. 4663-DR**  
**Left FRK Marshall BR (CR 1006Q1) Over Marshall Branch; Non Inventory 067C003**  
**ITEM NUMBER: 12-0184.OTH**

### PROJECT NOTES ON UTILITIES

The contractor should be aware that there is UTILITY WORK INCLUDED IN THIS ROAD CONSTRUCTION CONTRACT. The Contractor shall review the GENERAL UTILITY NOTES AND INSTRUCTIONS which may include KYTC Utility Bid Item Descriptions, utility owner supplied specifications, plans, list of utility owner preapproved subcontractors, and other instructions. Utility contractors may be added via addendum if KYTC is instructed to do so by the utility owner. Potential contractors must seek prequalification from the utility owner. Any revisions must be sent from the utility owner to KYTC a minimum of one week prior to bid opening.

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

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

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

## UTILITIES AND RAIL CERTIFICATION NOTE

**Letcher County**  
**FEMA No. 4663-DR**  
**Left FRK Marshall BR (CR 1006Q1) Over Marshall Branch; Non Inventory 067C003**  
**ITEM NUMBER: 12-0184.OTH**

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.

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

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

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

Not Applicable

## UTILITIES AND RAIL CERTIFICATION NOTE

**Letcher County**  
**FEMA No. 4663-DR**  
**Left FRK Marshall BR (CR 1006Q1) Over Marshall Branch; Non Inventory 067C003**  
**ITEM NUMBER: 12-0184.OTH**

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

Not Applicable

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

City of Jenkins - Water

**RAIL COMPANIES HAVE FACILITIES IN CONJUNCTION WITH THIS PROJECT AS NOTED**

**No Rail Involvement**     **Rail Involved**     **Rail Adjacent**

## UTILITIES AND RAIL CERTIFICATION NOTE

Letcher County  
FEMA No. 4663-DR  
Left FRK Marshall BR (CR 1006Q1) Over Marshall Branch; Non Inventory 067C003  
ITEM NUMBER: 12-0184.OTH

### AREA FACILITY OWNER CONTACT LIST

Facility Owner	Address	Contact Name	Phone	Email
City of Jenkins - Water	PO Box 568 Jenkins KY 41537	Todd Depriest	6068322141	tsdepriest@hotmail.com

# **GENERAL UTILITY NOTES AND INSTRUCTIONS APPLICABLE TO ALL UTILITY WORK MADE A PART OF THE ROAD CONSTRUCTION CONTRACT**

The contractor should be aware the following utility notes and KYTC Utility Bid Item Descriptions shall supersede, replace and take precedence over any and all conflicting information that may be contained in utility owner supplied specifications contained in the contract, on plans supplied by the utility owner, or any utility owner specifications or information externally referenced in this contract.

Where information may have been omitted from these notes, bid item descriptions, utility owner supplied specifications or plans; the KYTC Standard Specifications for Road and Bridge Construction shall be referenced.

## **PROTECTION OF EXISTING UTILITIES**

The existing utilities shown on the plans are shown as best known at the time the plans were developed and are to be used as a guide only by the Contractor. The Contractor shall use all means at his disposal to accurately locate all existing utilities, whether shown on the plans or not, prior to excavation. The contractor shall protect these utilities during construction. Any damage to existing utilities during construction that are shown or not shown on the plans shall be repaired at the Contractor's expense.

## **PREQUALIFIED UTILITY CONTRACTORS**

Some utility owners may require contractors that perform relocation work on their respective facilities as a part of the road contract be prequalified or preapproved by the utility owner. **Utility contractors may be added via addendum if KYTC is instructed to do so by the utility owner. Potential contractors must seek prequalification from the utility owner. Any revisions must be sent from the utility owner to KYTC a minimum of one week prior to bid opening.** Those utility owners with a prequalification or preapproval requirement are as follows:

*See Attached letter form the City of Jenkins*

The bidding contractor needs to review the above list and choose from the list of approved subcontractors at the end of these general notes as identified above before bidding. When the list of approved subcontractors is provided, only subcontractors shown on the following list(s) will be allowed to work on that utility as a part of this contract. In such instances, the utility subcontractor is not required to be prequalified with the KYTC Division of Construction Procurement.

## **IF A UTILITY SUPPLIED CONTRACTOR LIST IS NOT PROVIDED**



When the above list of approved subcontractors for the utility work is not provided, the utility work can be completed by the prime contractor, or a prime contractor-chosen subcontractor. In such instances, the subcontractor shall be prequalified with the KYTC Division of Construction Procurement in the work type of "Utilities" (I33). Those who would like to become prequalified may contact the Division of Construction Procurement at (502) 564-3500. Please note: it could take up to 30 calendar days for prequalification to be approved. The prequalification does not have to be approved prior to the bid, but must be approved before the subcontract will be approved by KYTC and the work can be performed.

#### CONTRACT ADMINISTRATION RELATIVE TO UTILITY WORK

All utility work is being performed as a part of a contract administered by KYTC; there is not a direct contract between the utility contractor and utility owner. The KYTC Section Engineer is ultimately responsible for the administration of the road contract and any utility work included in the contract.

#### SUBMITTALS AND CORRESPONDENCE

All submittals and correspondence of any kind relative to utility work included in the road contract shall be directed to the KYTC Section Engineer, a copy of which may also be supplied to the utility owner by the contractor to expedite handling of items like material approvals and shop drawings. All approvals and correspondence generated by the utility owner shall be directed to the KYTC Section Engineer. The KYTC Section Engineer will relay any approvals or correspondence to the utility contractor as appropriate. At no time shall any direct communication between the utility owner and utility contractor without the communication flowing through the KYTC Section Engineer be considered official and binding under the contract.

#### ENGINEER

Where the word "Engineer" appears in any utility owner specifications included in this proposal, utility owner specifications included as a part of this contract by reference or on the utility relocation plans, it shall be understood the "Engineer" is the Kentucky Transportation Cabinet (KYTC) Section Engineer or designated representative and the utility owner engineer or designated representative jointly. Both engineers must mutually agree upon all decisions made with regard to the utility construction. The Transportation Cabinet, Section Engineer shall make all final decisions in all disputes.

### INSPECTOR OR RESIDENT PROJECT REPRESENTATIVE

Where the word “Inspector” or “Resident Project Representative” appears in the utility specifications included in this proposal, utility owner specifications included as a part of this contract by reference or on the utility relocation plans, it shall be understood the “Inspector” or “Resident Project Representative” is the utility owner inspector and KYTC inspector jointly. The Transportation Cabinet, Section Engineer shall make all final decisions in all disputes.

### NOTICE TO UTILITY OWNERS OF THE START OF WORK

One month before construction is to start on a utility, the utility contractor shall make notice to the KYTC Section Engineer and the utility owner of when work on a utility is anticipated to start. The utility contractor shall again make confirmation notice to the KYTC Section Engineer and the utility owner one week before utility work is to actually start.

### UTILITY SHUTDOWNS

The Contractor shall not shut down any active and in-service mains, utility lines or services for any reason unless specifically given permission to do so by the utility owner. The opening and closing of valves and operating of other active utility facilities for main, utility line or utility service shut downs are to be performed by the utility owner unless specific permission is given to the contractor by the owner to make shutdowns. If and when the utility owner gives the contractor permission to shutdown mains, utility lines or utility services, the contractor shall do so following the rules, procedures and regulations of the utility owner. Any permission given by the utility owner to the contractor to shutdown active and in-service mains, utility lines or services shall be communicated to the KYTC Section Engineer by the utility owner that such permission has been given.

Notice to customers of utility shut downs is sometimes required to be performed by the utility contractor. The contractor may be required; but, is not limited to, making notice to utility customers in a certain minimum amount of time in advance of the shut down and by whatever means of communication specified by the utility owner. The means of communication to the customer may be; but is not limited to, a door hanger, notice by newspaper ad, telephone contact, or any combination of communication methods deemed necessary, customary and appropriate by the utility owner. The contractor should refer to the utility owner specifications for requirements on customer notice.

Any procedure the utility owner may require the contractor to perform by specification or plan note and any expense the contractor may incur to comply with the utility owner’s shut down procedure and notice to customers shall be considered an incidental expense to the utility construction.

CUSTOMER SERVICE AND LATERAL ABANDONMENTS When temporary or permanent abandonment of customer water, gas, or sewer services or laterals are necessary during relocation of utilities included in the contract, the utility contractor shall perform these abandonments as part of the contract as incidental work. No separate payment will be made for service line and lateral abandonments. The contractor shall provide all labor, equipment and materials to accomplish the temporary or permanent abandonment in accordance with the plans, specifications and/or as directed by the engineer. Abandonment may include, but is not limited to, digging down on a water or gas main at the tap to turn off the tap valve

or corporation stop and/or capping or plugging the tap, digging down on a sewer tap at the main and plugging or capping the tap, digging down on a service line or lateral at a location shown on the plans or agreeable to the engineer and capping or plugging, or performing any other work necessary to abandon the service or lateral to satisfactorily accomplish the final utility relocation.

### STATIONS AND DISTANCES

All stations and distances, when indicated for utility placement in utility relocation plans or specifications, are approximate; therefore, some minor adjustment may have to be made during construction to fit actual field conditions. Any changes in excess of 6 inches of plan location shall be reviewed and approved jointly by the KYTC Section Engineer or designated representative and utility owner engineer or designated representative. Changes in location without prior approval shall be remedied by the contractor at his own expense if the unauthorized change creates an unacceptable conflict or condition.

### RESTORATION

Temporary and permanent restoration of paved or stone areas due to utility construction shall be considered incidental to the utility work. No separate payment will be made for this work. Temporary restoration shall be as directed by the KYTC Section Engineer. Permanent restoration shall be “in-kind” as existing.

Restoration of seed and sod areas will be measured and paid under the appropriate seeding and sodding bid items established in the contract for roadway work.

---

BELOW ARE NOTES FOR WHEN “INST” ITEMS ARE IN THE CONTRACT MEANING THE UTILITY COMPANY IS PROVIDING CERTAIN MATERIALS FOR UTILITY RELOCATION

### MATERIAL

Contrary to Utility Bid Item Descriptions, those bid items that have the text “**Inst**” at the end of the bid item will have the major components of the bid item provided by the utility owner. No direct payment will be made for the major material component(s) supplied by the utility company. All remaining materials required to construct the bid item as detailed in utility bid item descriptions, in utility specifications and utility plans that are made a part of this contract will be supplied by the contractor. The contractor’s bid price should reflect the difference in cost due to the provided materials.

The following utility owners have elected to provide the following materials for work under this contract:

***“No materials are being supplied by the utility owner(s). All materials are to be supplied by the contractor per bid item descriptions, utility specifications and utility plans.”***

### SECURITY OF SUPPLIED MATERIALS

If any utility materials are to be supplied by the utility owner, it will be the responsibility of the utility contractor to secure all utility owner supplied materials after delivery to the project site. The utility contractor shall coordinate directly with the utility owner and their suppliers for delivery and security of

the supplied materials. Any materials supplied by the utility owner and delivered to the construction site that are subsequently stolen, damaged or vandalized and deemed unusable shall be replaced with like materials at the contractor's expense.

**MAYOR TODD DePRIEST**

**CITY COUNCIL MEMBERS**

CHUCK ANDERSON  
GARNETT BENTLEY  
SHAUN COLLIER  
RICK DAMRON  
SAMMY ELSWICK  
ERNESTINE HILL



POST OFFICE BOX 568  
JENKINS, KENTUCKY 41537  
PHONE: (606) 832-2141  
FAX: (606) 832-2362  
[www.cityofjenkins.org](http://www.cityofjenkins.org)

October 14, 2022  
Kentucky Department of Highway  
Attn: David Skeens – Utility Section Supervisor  
109 Lorain Street  
Pikeville, KY 41501

RE: Left Fork Marshall's Branch Project

Dear Mr.Skeens

At your request, please see the attached list of contractors that over the years past has provided quality workmanship for the City of Jenkins. Please accept this letter as a pre-approved contractor's list. As stated, the City of Jenkins agrees to allow the above referenced utility relocation project to bid in the Left Fork Marshall's Branch Project. The City of Jenkins requests the road construction contractor accept bids and select a local contractor that is pre-approved, qualified, and who will provide the highest quality of service to the City of Jenkins. That contractor selected shall adhere to the District's Waterline Adoption Policy and the contract documentation, specifications, and construction plans set forth by the engineering firm selected.

At your request, the City of Jenkins recommends utilizing one of the following contractors, listed in no particular order, to perform the waterline relocation:

- Ronnie Mullins & Sons, P.O. Box 427 Elkhorn City, KY 41522, Mike Mullins 606-434-2665
- H2O Construction, Inc., 470 Ziegler Dr., Pikeville, KY 41501, Steve Lockhart, 606-477-4392
- BOCA Enterprise, Inc., 7435 KY Route 321, Hager Hill, KY 41222, Kirby Bowling, 606-454-1694

Please contact me if you have any questions or require additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Todd DePriest", written over a white background.

Todd DePriest  
Mayor

# MATERIAL SUMMARY

**CONTRACT ID: 227020**

**121GR22M083 (FD51 FEMA D23A/4663-D)**

**MB03612642201**

LOCUST ROAD (CR 1264) BRIDGE 036C00049N OVER LEFT FORK BEAVER CREEK AT MP 00.22 BRIDGE REPLACEMENT.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0240	00001	DGA BASE	214.00	TON
0245	00100	ASPHALT SEAL AGGREGATE	1.14	TON
0250	00103	ASPHALT SEAL COAT	.14	TON
0255	00221	CL2 ASPH BASE 0.75D PG64-22	18.00	TON
0260	00296	ASPHALT PRIME COAT	.05	TON
0265	00301	CL2 ASPH SURF 0.38D PG64-22	8.00	TON
0270	00356	ASPHALT MATERIAL FOR TACK	.05	TON
0275	02585	EDGE KEY	69.00	LF
0280	01987	DELINEATOR FOR GUARDRAIL BI DIRECTIONAL WHITE	6.00	EACH
0285	02159	TEMP DITCH	28.00	LF
0290	02160	CLEAN TEMP DITCH	14.00	LF
0295	02200	ROADWAY EXCAVATION	45.00	CUYD
0300	02242	WATER	10.00	MGAL
0305	02360	GUARDRAIL TERMINAL SECTION NO 1	4.00	EACH
0310	02545	CLEARING AND GRUBBING - 0.577 ACRE	1.00	LS
0315	02565	OBJECT MARKER TYPE 2	4.00	EACH
0320	02650	MAINTAIN & CONTROL TRAFFIC	1.00	LS
0325	02651	DIVERSIONS (BY-PASS DETOURS)	1.00	LS
0330	02701	TEMP SILT FENCE	28.00	LF
0335	02703	SILT TRAP TYPE A	1.00	EACH
0340	02704	SILT TRAP TYPE B	1.00	EACH
0345	02706	CLEAN SILT TRAP TYPE A	1.00	EACH
0350	02707	CLEAN SILT TRAP TYPE B	1.00	EACH
0355	02726	STAKING	1.00	LS
0360	02731	REMOVE STRUCTURE	1.00	LS
0365	05950	EROSION CONTROL BLANKET	140.00	SQYD
0370	05952	TEMP MULCH	1,871.00	SQYD
0375	05953	TEMP SEEDING AND PROTECTION	1,396.00	SQYD
0380	05963	INITIAL FERTILIZER	.09	TON
0385	05964	MAINTENANCE FERTILIZER	.14	TON
0390	05985	SEEDING AND PROTECTION	2,653.00	SQYD
0395	05992	AGRICULTURAL LIMESTONE	1.73	TON
0400	24631EC	BARCODE SIGN INVENTORY	4.00	EACH
0405	02231	STRUCTURE GRANULAR BACKFILL	519.00	CUYD
0410	03299	ARMORED EDGE FOR CONCRETE	24.00	LF
0415	08001	STRUCTURE EXCAVATION-COMMON	629.00	CUYD
0420	08002	STRUCTURE EXCAV-SOLID ROCK	14.00	CUYD
0425	08019	CYCLOPEAN STONE RIP RAP	78.00	TON
0430	08039	PRE-DRILLING FOR PILES	140.00	LF
0435	08051	PILES-STEEL HP14X89	396.00	LF
0440	08100	CONCRETE-CLASS A	150.00	CUYD
0445	08104	CONCRETE-CLASS AA	13.00	CUYD
0450	08151	STEEL REINFORCEMENT-EPOXY COATED	13,192.00	LB

## MATERIAL SUMMARY

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0455	08661	PRECAST PC BOX BEAM CB12-48	150.00	LF
0460	23378EC	CONCRETE SEALING	600.00	SQFT
0465	24982EC	CONCRETE COATING - CONCRETE COATING	1.00	LS
0470	25017ED	RAIL SYSTEM SIDE MOUNTED MGS	103.00	LF
0475	02569	DEMOBILIZATION	1.00	LS

**CONTRACT ID: 227020**

**121GR22M083 (FD51 FEMA D23A/4663-D)**

**MB06011272201**

MEADOW LARK ROAD (CR 1127) BRIDGE 060C00069N OVER CARR FORK AT MP 00.01 BRIDGE REPLACEMENT.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0005	00001	DGA BASE	68.00	TON
0010	00003	CRUSHED STONE BASE	13.00	TON
0015	00100	ASPHALT SEAL AGGREGATE	.10	TON
0020	00103	ASPHALT SEAL COAT	.10	TON
0025	00190	LEVELING & WEDGING PG64-22	7.00	TON
0030	00212	CL2 ASPH BASE 1.00D PG64-22	17.00	TON
0035	00301	CL2 ASPH SURF 0.38D PG64-22	13.00	TON
0040	00356	ASPHALT MATERIAL FOR TACK	.05	TON
0045	01987	DELINEATOR FOR GUARDRAIL BI DIRECTIONAL WHITE	6.00	EACH
0050	02091	REMOVE PAVEMENT	82.50	SQYD
0055	02200	ROADWAY EXCAVATION	63.00	CUYD
0060	02267	REMOVE & RESET FENCE	58.00	LF
0065	02351	GUARDRAIL-STEEL W BEAM-S FACE	100.00	LF
0070	02360	GUARDRAIL TERMINAL SECTION NO 1	2.00	EACH
0075	02371	GUARDRAIL END TREATMENT TYPE 7	2.00	EACH
0080	02585	EDGE KEY	83.50	LF
0085	02650	MAINTAIN & CONTROL TRAFFIC	1.00	LS
0090	02726	STAKING	1.00	LS
0095	02731	REMOVE STRUCTURE	1.00	LS
0100	05952	TEMP MULCH	651.00	SQYD
0105	05953	TEMP SEEDING AND PROTECTION	488.00	SQYD
0110	05963	INITIAL FERTILIZER	.01	TON
0115	05964	MAINTENANCE FERTILIZER	.02	TON
0120	05985	SEEDING AND PROTECTION	384.00	SQYD
0125	05992	AGRICULTURAL LIMESTONE	.25	TON
0130	14004	W DIRECTIONAL BORE	20.00	LF
0135	14057	W PIPE PVC 03 INCH	120.00	LF
0140	14092	W TIE-IN 03 INCH	1.00	EACH
0145	14097	W TIE-IN 12 INCH	1.00	EACH
0150	14115	W VALVE CUT-IN 03 INCH	1.00	EACH
0155	21289ED	LONGITUDINAL EDGE KEY	40.00	LF
0160	02231	STRUCTURE GRANULAR BACKFILL	198.00	CUYD
0165	02998	MASONRY COATING	122.00	SQYD
0170	03299	ARMORED EDGE FOR CONCRETE	40.00	LF
0175	08001	STRUCTURE EXCAVATION-COMMON	165.00	CUYD

## MATERIAL SUMMARY

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0180	08019	CYCLOPEAN STONE RIP RAP	338.00	TON
0185	08033	TEST PILES	44.00	LF
0190	08039	PRE-DRILLING FOR PILES	40.00	LF
0195	08046	PILES-STEEL HP12X53	104.00	LF
0200	08094	PILE POINTS-12 IN	4.00	EACH
0205	08100	CONCRETE-CLASS A	56.00	CUYD
0210	08104	CONCRETE-CLASS AA	20.00	CUYD
0215	08151	STEEL REINFORCEMENT-EPOXY COATED	11,247.00	LB
0220	08663	PRECAST PC BOX BEAM CB21-48	265.00	LF
0225	23378EC	CONCRETE SEALING	1,105.00	SQFT
0230	25017ED	RAIL SYSTEM SIDE MOUNTED MGS	88.00	LF
0235	02569	DEMOBILIZATION	1.00	LS



# MATERIAL SUMMARY

**CONTRACT ID: 227020**

**121GR22M083 (FD51 FEMA D23A/4663-D)**

**MB06014372201**

EMBER LANE (CR 1437) BRIDGE 060C008 OVER JONES FORK AT MP 00.03 BRIDGE REPLACEMENT.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0725	00001	DGA BASE	94.00	TON
0730	00003	CRUSHED STONE BASE	6.00	TON
0735	00100	ASPHALT SEAL AGGREGATE	.10	TON
0740	00103	ASPHALT SEAL COAT	.01	TON
0745	00190	LEVELING & WEDGING PG64-22	1.00	TON
0750	00212	CL2 ASPH BASE 1.00D PG64-22	10.00	TON
0755	00301	CL2 ASPH SURF 0.38D PG64-22	15.50	TON
0760	00356	ASPHALT MATERIAL FOR TACK	.03	TON
0765	01987	DELINEATOR FOR GUARDRAIL BI DIRECTIONAL WHITE	6.00	EACH
0770	02014	BARRICADE-TYPE III	2.00	EACH
0775	02091	REMOVE PAVEMENT	46.00	SQYD
0780	02200	ROADWAY EXCAVATION	243.00	CUYD
0785	02351	GUARDRAIL-STEEL W BEAM-S FACE	100.00	LF
0790	02360	GUARDRAIL TERMINAL SECTION NO 1	4.00	EACH
0795	02562	TEMPORARY SIGNS	79.00	SQFT
0800	02585	EDGE KEY	51.00	LF
0805	02650	MAINTAIN & CONTROL TRAFFIC	1.00	LS
0810	02726	STAKING	1.00	LS
0815	02731	REMOVE STRUCTURE	1.00	LS
0820	05952	TEMP MULCH	724.00	SQYD
0825	05953	TEMP SEEDING AND PROTECTION	543.00	SQYD
0830	05963	INITIAL FERTILIZER	.01	TON
0835	05964	MAINTENANCE FERTILIZER	.02	TON
0840	05985	SEEDING AND PROTECTION	411.00	SQYD
0845	05992	AGRICULTURAL LIMESTONE	.25	TON
0850	20191ED	OBJECT MARKER TY 3	4.00	EACH
0855	02231	STRUCTURE GRANULAR BACKFILL	81.00	CUYD
0860	02998	MASONRY COATING	116.00	SQYD
0865	03299	ARMORED EDGE FOR CONCRETE	41.00	LF
0870	08001	STRUCTURE EXCAVATION-COMMON	80.00	CUYD
0875	08019	CYCLOPEAN STONE RIP RAP	200.00	TON
0880	08033	TEST PILES	40.00	LF
0885	08039	PRE-DRILLING FOR PILES	80.00	LF
0890	08046	PILES-STEEL HP12X53	88.00	LF
0895	08100	CONCRETE-CLASS A	50.40	CUYD
0900	08104	CONCRETE-CLASS AA	15.40	CUYD
0905	08151	STEEL REINFORCEMENT-EPOXY COATED	8,208.00	LB
0910	08662	PRECAST PC BOX BEAM CB17-48	220.00	LF
0915	23378EC	CONCRETE SEALING	917.00	SQFT
0920	25017ED	RAIL SYSTEM SIDE MOUNTED MGS	76.00	LF
0925	02569	DEMOBILIZATION	1.00	LS

# MATERIAL SUMMARY

**CONTRACT ID: 227020**

**121GR22M083 (FD51 FEMA D23A/4663-D)**

**MB06710062201**

LEFT FORK MARSHALLS BRANCH ROAD (CR 1006) BRIDGE 067C003N OVER MARSHALL BRANCH AT MP 00.01 BRIDGE REPLACEMENT.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0480	00003	CRUSHED STONE BASE	38.50	TON
0485	00080	CRUSHED AGGREGATE SIZE NO 23	77.00	TON
0490	01310	REMOVE PIPE	40.00	LF
0495	01987	DELINEATOR FOR GUARDRAIL BI DIRECTIONAL WHITE	4.00	EACH
0500	02014	BARRICADE-TYPE III	2.00	EACH
0505	02230	EMBANKMENT IN PLACE	59.50	CUYD
0510	02351	GUARDRAIL-STEEL W BEAM-S FACE	237.50	LF
0515	02360	GUARDRAIL TERMINAL SECTION NO 1	4.00	EACH
0520	02562	TEMPORARY SIGNS	79.00	SQFT
0525	02650	MAINTAIN & CONTROL TRAFFIC	1.00	LS
0530	02726	STAKING	1.00	LS
0535	05952	TEMP MULCH	740.00	SQYD
0540	05953	TEMP SEEDING AND PROTECTION	555.00	SQYD
0545	05963	INITIAL FERTILIZER	.10	TON
0550	05964	MAINTENANCE FERTILIZER	.10	TON
0555	05985	SEEDING AND PROTECTION	877.00	SQYD
0560	05992	AGRICULTURAL LIMESTONE	1.00	TON
0565	14058	W PIPE PVC 04 INCH - 4" WATERLINE	80.00	LF
0570	14093	W TIE-IN 04 INCH	2.00	EACH
0575	14116	W VALVE CUT-IN 04 INCH	2.00	EACH
0580	20191ED	OBJECT MARKER TY 3	4.00	EACH
0585	02484	CHANNEL LINING CLASS III	361.00	TON
0590	02555	CONCRETE-CLASS B	17.00	CUYD
0595	02602	FABRIC-GEOTEXTILE CLASS 1	300.00	SQYD
0600	08003	FOUNDATION PREPARATION	1.00	LS
0605	08100	CONCRETE-CLASS A	61.00	CUYD
0610	08150	STEEL REINFORCEMENT	5,901.00	LB
0615	02484	CHANNEL LINING CLASS III	361.00	TON
0620	02555	CONCRETE-CLASS B	17.00	CUYD
0625	02602	FABRIC-GEOTEXTILE CLASS 1	300.00	SQYD
0630	08003	FOUNDATION PREPARATION	1.00	LS
0635	08100	CONCRETE-CLASS A	15.00	CUYD
0640	08150	STEEL REINFORCEMENT	1,053.00	LB
0645	20092ES611	PRECAST CONCRETE BOX CULVERT	51.00	LF
0650	00476	CULVERT PIPE-84 IN	43.00	LF
0655	02484	CHANNEL LINING CLASS III	365.00	TON
0660	02555	CONCRETE-CLASS B	17.00	CUYD
0665	02602	FABRIC-GEOTEXTILE CLASS 1	303.00	SQYD
0670	08003	FOUNDATION PREPARATION	1.00	LS
0675	08100	CONCRETE-CLASS A	29.00	CUYD
0680	08150	STEEL REINFORCEMENT	2,390.00	LB
0685	00506	CULVERT PIPE-84 IN EQUIV	49.00	LF
0690	02484	CHANNEL LINING CLASS III	363.00	TON
0695	02555	CONCRETE-CLASS B	17.00	CUYD

## MATERIAL SUMMARY

<b>Project Line No</b>	<b>Bid Code</b>	<b>DESCRIPTION</b>	<b>Quantity</b>	<b>Unit</b>
0700	02602	FABRIC-GEOTEXTILE CLASS 1	301.00	SQYD
0705	08003	FOUNDATION PREPARATION	1.00	LS
0710	08100	CONCRETE-CLASS A	16.00	CUYD
0715	08150	STEEL REINFORCEMENT	1,076.00	LB
0720	02569	DEMOBILIZATION	1.00	LS

## **PART II**

### **SPECIFICATIONS AND STANDARD DRAWINGS**

### **SPECIFICATIONS REFERENCE**

Any reference in the plans or proposal to previous editions of the *Standard Specifications for Road and Bridge Construction* and *Standard Drawings* are superseded by *Standard Specifications for Road and Bridge Construction, Edition of 2019* and *Standard Drawings, Edition of 2020*.

## **SUPPLEMENTAL SPECIFICATIONS**

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

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

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

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

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

#### **2.0 MATERIALS.**

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

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

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

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

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

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

excavation stability, at no expense to the Department.

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

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

### **3.0 CONSTRUCTION.**

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

#### **4.0 MEASUREMENT.**

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

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

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

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

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

consider it incidental to the work.

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

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

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

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

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

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

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

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

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

September 16, 2016

## **PART III**

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

**TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS**

**LABOR AND WAGE REQUIREMENTS  
APPLICABLE TO OTHER THAN FEDERAL-AID SYSTEM PROJECTS**

- I. Application
- II. Nondiscrimination of Employees (KRS 344)

**I. APPLICATION**

1. These contract provisions shall apply to all work performed on the contract by the contractor with his own organization and with the assistance of workmen under his immediate superintendence and to all work performed on the contract by piecework, station work or by subcontract. The contractor's organization shall be construed to include only workmen employed and paid directly by the contractor and equipment owned or rented by him, with or without operators.

2. The contractor shall insert in each of his subcontracts all of the stipulations contained in these Required Provisions and such other stipulations as may be required.

3. A breach of any of the stipulations contained in these Required Provisions may be grounds for termination of the contract.

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

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

Revised: January 25, 2017

**II. NONDISCRIMINATION OF EMPLOYEES**

**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.

## EXECUTIVE BRANCH CODE OF ETHICS

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

KRS 11A.040 (7) provides:

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

KRS 11A.040 (9) states:

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

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

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

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

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

In case of doubt, the law permits you to request an advisory opinion from the Executive Branch Ethics Commission, 1025 Capital Center Drive, Suite 104, Frankfort, Kentucky 40601; telephone (502) 564-7954.

### **Kentucky Equal Employment Opportunity Act of 1978**

The requirements of the Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) shall apply to this Contract. The apparent low Bidder will be required to submit EEO forms to the Division of Construction Procurement, which will then forward to the Finance and Administration Cabinet for review and approval. No award will become effective until all forms are submitted and EEO/CC has certified compliance. The required EEO forms are as follows:

- EEO-1: Employer Information Report
- Affidavit of Intent to Comply
- Employee Data Sheet
- Subcontractor Report

These forms are available on the Finance and Administration's web page under ***Vendor Information, Standard Attachments and General Terms*** at the following address:  
**<https://www.eProcurement.ky.gov>**.

Bidders currently certified as being in compliance by the Finance and Administration Cabinet may submit a copy of their approval letter in lieu of the referenced EEO forms.

For questions or assistance please contact the Finance and Administration Cabinet by email at **[finance.contractcompliance@ky.gov](mailto:finance.contractcompliance@ky.gov)** or by phone at 502-564-2874.

# EMPLOYEE RIGHTS UNDER THE FAIR LABOR STANDARDS ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

## FEDERAL MINIMUM WAGE

# \$7.25

 PER HOUR

BEGINNING JULY 24, 2009

**OVERTIME PAY** At least 1½ times your regular rate of pay for all hours worked over 40 in a workweek.

**CHILD LABOR** An employee must be at least **16** years old to work in most non-farm jobs and at least **18** to work in non-farm jobs declared hazardous by the Secretary of Labor.

Youths **14** and **15** years old may work outside school hours in various non-manufacturing, non-mining, non-hazardous jobs under the following conditions:

**No more than**

- **3** hours on a school day or **18** hours in a school week;
- **8** hours on a non-school day or **40** hours in a non-school week.

Also, work may not begin before **7 a.m.** or end after **7 p.m.**, except from June 1 through Labor Day, when evening hours are extended to **9 p.m.** Different rules apply in agricultural employment.

**TIP CREDIT** Employers of “tipped employees” must pay a cash wage of at least \$2.13 per hour if they claim a tip credit against their minimum wage obligation. If an employee’s tips combined with the employer’s cash wage of at least \$2.13 per hour do not equal the minimum hourly wage, the employer must make up the difference. Certain other conditions must also be met.

**ENFORCEMENT** The Department of Labor may recover back wages either administratively or through court action, for the employees that have been underpaid in violation of the law. Violations may result in civil or criminal action.

Employers may be assessed civil money penalties of up to \$1,100 for each willful or repeated violation of the minimum wage or overtime pay provisions of the law and up to \$11,000 for each employee who is the subject of a violation of the Act’s child labor provisions. In addition, a civil money penalty of up to \$50,000 may be assessed for each child labor violation that causes the death or serious injury of any minor employee, and such assessments may be doubled, up to \$100,000, when the violations are determined to be willful or repeated. The law also prohibits discriminating against or discharging workers who file a complaint or participate in any proceeding under the Act.

### ADDITIONAL INFORMATION

- Certain occupations and establishments are exempt from the minimum wage and/or overtime pay provisions.
- Special provisions apply to workers in American Samoa and the Commonwealth of the Northern Mariana Islands.
- Some state laws provide greater employee protections; employers must comply with both.
- The law requires employers to display this poster where employees can readily see it.
- Employees under 20 years of age may be paid \$4.25 per hour during their first 90 consecutive calendar days of employment with an employer.
- Certain full-time students, student learners, apprentices, and workers with disabilities may be paid less than the minimum wage under special certificates issued by the Department of Labor.

For additional information:



# 1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627



# WWW.WAGEHOUR.DOL.GOV

**PART IV**  
**INSURANCE**

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



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

**PART IV**  
**INSURANCE**

## **INSURANCE (Railroad Involvement)**

The Contractor shall procure and maintain the following insurance in addition to the insurance required by law:

- 1) Commercial General Liability-Occurrence form – not less than \$2,000,000 General aggregate, \$2,000,000 Products & Completed Aggregate, \$1,000,000 Personal & Advertising, \$1,000,000 each occurrence.
- 2) Automobile Liability- \$1,000,000 per accident
- 3) Employers Liability:
  - a) \$100,000 Each Accident Bodily Injury
  - b) \$500,000 Policy limit Bodily Injury by Disease
  - c) \$100,000 Each Employee Bodily Injury by Disease
- 4) The insurance required above must be evidenced by a Certificate of Insurance and this Certificate of Insurance must contain one of the following statements:
  - a) "policy contains no deductible clauses."
  - b) "policy contains \_\_\_\_\_ (amount) deductible property damage clause but company will pay claim and collect the deductible from the insured."
- 5) **KENTUCKY WORKMEN'S COMPENSATION INSURANCE.** The contractor shall furnish evidence of coverage of all his employees or give evidence of self-insurance by submitting a copy of a certificate issued by the Workmen's Compensation Board.
- 6) **RAILROAD PROTECTIVE LIABILITY INSURANCE.** The policy shall name the railroad as the Named Insured and the limit of liability shall be not less than \$5,000,000 combined single limit for Bodily Injury and Property Damage per occurrence, subject to a \$10,000,000 aggregate limit per annual policy period. If the project involves a rail facility where passenger trains operate, the insurance limits required that are not less than a combined single limit of \$5,000,000 each occurrence and \$10,000,000 in the aggregate applying separately to each annual period. The original of this policy must be submitted for the railroad's approval and filing prior to the commencement of work on this project.

The cost of insurance is incidental to all contract items. All subcontractors must meet the same minimum insurance requirements.

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

### PROPOSAL BID ITEMS

227020

Page 1 of 6

Report Date 11/9/22

#### Section: 0001 - PAVING - 036C00049N

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	00001		DGA BASE	214.00	TON		\$	
0020	00100		ASPHALT SEAL AGGREGATE	1.14	TON		\$	
0030	00103		ASPHALT SEAL COAT	.14	TON		\$	
0040	00221		CL2 ASPH BASE 0.75D PG64-22	18.00	TON		\$	
0050	00296		ASPHALT PRIME COAT	.05	TON		\$	
0060	00301		CL2 ASPH SURF 0.38D PG64-22	8.00	TON		\$	
0070	00356		ASPHALT MATERIAL FOR TACK	.05	TON		\$	
0080	02585		EDGE KEY	69.00	LF		\$	

#### Section: 0002 - PAVING - 060C00069N

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0090	00001		DGA BASE	68.00	TON		\$	
0100	00003		CRUSHED STONE BASE	13.00	TON		\$	
0110	00100		ASPHALT SEAL AGGREGATE	.10	TON		\$	
0120	00103		ASPHALT SEAL COAT	.10	TON		\$	
0130	00190		LEVELING & WEDGING PG64-22	7.00	TON		\$	
0140	00212		CL2 ASPH BASE 1.00D PG64-22	17.00	TON		\$	
0150	00301		CL2 ASPH SURF 0.38D PG64-22	13.00	TON		\$	
0160	00356		ASPHALT MATERIAL FOR TACK	.05	TON		\$	

#### Section: 0003 - PAVING - 060C008

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0170	00001		DGA BASE	94.00	TON		\$	
0180	00003		CRUSHED STONE BASE	6.00	TON		\$	
0190	00100		ASPHALT SEAL AGGREGATE	.10	TON		\$	
0200	00103		ASPHALT SEAL COAT	.01	TON		\$	
0210	00190		LEVELING & WEDGING PG64-22	1.00	TON		\$	
0220	00212		CL2 ASPH BASE 1.00D PG64-22	10.00	TON		\$	
0230	00301		CL2 ASPH SURF 0.38D PG64-22	15.50	TON		\$	
0240	00356		ASPHALT MATERIAL FOR TACK	.03	TON		\$	

#### Section: 0004 - PAVING - 067C003

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0250	00003		CRUSHED STONE BASE	38.50	TON		\$	
0260	00080		CRUSHED AGGREGATE SIZE NO 23	77.00	TON		\$	

#### Section: 0005 - ROADWAY - 036C00049N

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
------	----------	-----	-------------	----------	------	-----------	----	--------

**PROPOSAL BID ITEMS**

227020

Page 2 of 6

Report Date 11/9/22

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0270	01987		DELINEATOR FOR GUARDRAIL BI DIRECTIONAL WHITE	6.00	EACH		\$	
0280	02159		TEMP DITCH	28.00	LF		\$	
0290	02160		CLEAN TEMP DITCH	14.00	LF		\$	
0300	02200		ROADWAY EXCAVATION	45.00	CUYD		\$	
0310	02242		WATER	10.00	MGAL		\$	
0320	02360		GUARDRAIL TERMINAL SECTION NO 1	4.00	EACH		\$	
0330	02545		CLEARING AND GRUBBING 0.577 ACRE	1.00	LS		\$	
0340	02565		OBJECT MARKER TYPE 2	4.00	EACH		\$	
0350	02650		MAINTAIN & CONTROL TRAFFIC	1.00	LS		\$	
0360	02651		DIVERSIONS (BY-PASS DETOURS)	1.00	LS		\$	
0370	02701		TEMP SILT FENCE	28.00	LF		\$	
0380	02703		SILT TRAP TYPE A	1.00	EACH		\$	
0390	02704		SILT TRAP TYPE B	1.00	EACH		\$	
0400	02706		CLEAN SILT TRAP TYPE A	1.00	EACH		\$	
0410	02707		CLEAN SILT TRAP TYPE B	1.00	EACH		\$	
0420	02726		STAKING	1.00	LS		\$	
0430	02731		REMOVE STRUCTURE	1.00	LS		\$	
0440	05950		EROSION CONTROL BLANKET	140.00	SQYD		\$	
0450	05952		TEMP MULCH	1,871.00	SQYD		\$	
0460	05953		TEMP SEEDING AND PROTECTION	1,396.00	SQYD		\$	
0470	05963		INITIAL FERTILIZER	.09	TON		\$	
0480	05964		MAINTENANCE FERTILIZER	.14	TON		\$	
0490	05985		SEEDING AND PROTECTION	2,653.00	SQYD		\$	
0500	05992		AGRICULTURAL LIMESTONE	1.73	TON		\$	
0510	24631EC		BARCODE SIGN INVENTORY	4.00	EACH		\$	

**Section: 0006 - ROADWAY - 060C00069N**

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0520	01987		DELINEATOR FOR GUARDRAIL BI DIRECTIONAL WHITE	6.00	EACH		\$	
0530	02091		REMOVE PAVEMENT	82.50	SQYD		\$	
0540	02200		ROADWAY EXCAVATION	63.00	CUYD		\$	
0550	02267		REMOVE & RESET FENCE	58.00	LF		\$	
0560	02351		GUARDRAIL-STEEL W BEAM-S FACE	100.00	LF		\$	
0570	02360		GUARDRAIL TERMINAL SECTION NO 1	2.00	EACH		\$	
0580	02371		GUARDRAIL END TREATMENT TYPE 7	2.00	EACH		\$	
0590	02585		EDGE KEY	83.50	LF		\$	
0600	02650		MAINTAIN & CONTROL TRAFFIC	1.00	LS		\$	
0610	02726		STAKING	1.00	LS		\$	
0620	02731		REMOVE STRUCTURE	1.00	LS		\$	
0630	05952		TEMP MULCH	651.00	SQYD		\$	
0640	05953		TEMP SEEDING AND PROTECTION	488.00	SQYD		\$	
0650	05963		INITIAL FERTILIZER	.01	TON		\$	
0660	05964		MAINTENANCE FERTILIZER	.02	TON		\$	
0670	05985		SEEDING AND PROTECTION	384.00	SQYD		\$	
0680	05992		AGRICULTURAL LIMESTONE	.25	TON		\$	

**PROPOSAL BID ITEMS**

227020

Page 3 of 6

Report Date 11/9/22

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0690	14004		W DIRECTIONAL BORE	20.00	LF		\$	
0700	14057		W PIPE PVC 03 INCH	120.00	LF		\$	
0710	14092		W TIE-IN 03 INCH	1.00	EACH		\$	
0720	14097		W TIE-IN 12 INCH	1.00	EACH		\$	
0730	14115		W VALVE CUT-IN 03 INCH	1.00	EACH		\$	
0740	21289ED		LONGITUDINAL EDGE KEY	40.00	LF		\$	

**Section: 0007 - ROADWAY - 060C008**

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0750	01987		DELINEATOR FOR GUARDRAIL BI DIRECTIONAL WHITE	6.00	EACH		\$	
0760	02014		BARRICADE-TYPE III	2.00	EACH		\$	
0770	02091		REMOVE PAVEMENT	46.00	SQYD		\$	
0780	02200		ROADWAY EXCAVATION	243.00	CUYD		\$	
0790	02351		GUARDRAIL-STEEL W BEAM-S FACE	100.00	LF		\$	
0800	02360		GUARDRAIL TERMINAL SECTION NO 1	4.00	EACH		\$	
0810	02562		TEMPORARY SIGNS	79.00	SQFT		\$	
0820	02585		EDGE KEY	51.00	LF		\$	
0830	02650		MAINTAIN & CONTROL TRAFFIC	1.00	LS		\$	
0840	02726		STAKING	1.00	LS		\$	
0850	02731		REMOVE STRUCTURE	1.00	LS		\$	
0860	05952		TEMP MULCH	724.00	SQYD		\$	
0870	05953		TEMP SEEDING AND PROTECTION	543.00	SQYD		\$	
0880	05963		INITIAL FERTILIZER	.01	TON		\$	
0890	05964		MAINTENANCE FERTILIZER	.02	TON		\$	
0900	05985		SEEDING AND PROTECTION	411.00	SQYD		\$	
0910	05992		AGRICULTURAL LIMESTONE	.25	TON		\$	
0920	20191ED		OBJECT MARKER TY 3	4.00	EACH		\$	

**Section: 0008 - ROADWAY - 067C003**

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0930	01310		REMOVE PIPE	40.00	LF		\$	
0940	01987		DELINEATOR FOR GUARDRAIL BI DIRECTIONAL WHITE	4.00	EACH		\$	
0950	02014		BARRICADE-TYPE III	2.00	EACH		\$	
0960	02230		EMBANKMENT IN PLACE	59.50	CUYD		\$	
0970	02351		GUARDRAIL-STEEL W BEAM-S FACE	237.50	LF		\$	
0980	02360		GUARDRAIL TERMINAL SECTION NO 1	4.00	EACH		\$	
0990	02562		TEMPORARY SIGNS	79.00	SQFT		\$	
1000	02650		MAINTAIN & CONTROL TRAFFIC	1.00	LS		\$	
1010	02726		STAKING	1.00	LS		\$	
1020	05952		TEMP MULCH	740.00	SQYD		\$	
1030	05953		TEMP SEEDING AND PROTECTION	555.00	SQYD		\$	
1040	05963		INITIAL FERTILIZER	.10	TON		\$	
1050	05964		MAINTENANCE FERTILIZER	.10	TON		\$	
1060	05985		SEEDING AND PROTECTION	877.00	SQYD		\$	

### PROPOSAL BID ITEMS

227020

Page 4 of 6

Report Date 11/9/22

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1070	05992		AGRICULTURAL LIMESTONE	1.00	TON		\$	
1080	14058		W PIPE PVC 04 INCH 4" WATERLINE	80.00	LF		\$	
1090	14093		W TIE-IN 04 INCH	2.00	EACH		\$	
1100	14116		W VALVE CUT-IN 04 INCH	2.00	EACH		\$	
1110	20191ED		OBJECT MARKER TY 3	4.00	EACH		\$	

#### Section: 0009 - BRIDGE - 036C00049N

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1120	02231		STRUCTURE GRANULAR BACKFILL	519.00	CUYD		\$	
1130	03299		ARMORED EDGE FOR CONCRETE	24.00	LF		\$	
1140	08001		STRUCTURE EXCAVATION-COMMON	629.00	CUYD		\$	
1150	08002		STRUCTURE EXCAV-SOLID ROCK	14.00	CUYD		\$	
1160	08019		CYCLOPEAN STONE RIP RAP	78.00	TON		\$	
1170	08039		PRE-DRILLING FOR PILES	140.00	LF		\$	
1180	08051		PILES-STEEL HP14X89	396.00	LF		\$	
1190	08100		CONCRETE-CLASS A	150.00	CUYD		\$	
1200	08104		CONCRETE-CLASS AA	13.00	CUYD		\$	
1210	08151		STEEL REINFORCEMENT-EPOXY COATED	13,192.00	LB		\$	
1220	08661		PRECAST PC BOX BEAM CB12-48	150.00	LF		\$	
1230	23378EC		CONCRETE SEALING	600.00	SQFT		\$	
1240	24982EC		CONCRETE COATING CONCRETE COATING	1.00	LS		\$	
1250	25017ED		RAIL SYSTEM SIDE MOUNTED MGS	103.00	LF		\$	

#### Section: 0010 - BRIDGES - 060C00069N

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1260	02231		STRUCTURE GRANULAR BACKFILL	198.00	CUYD		\$	
1270	02998		MASONRY COATING	122.00	SQYD		\$	
1280	03299		ARMORED EDGE FOR CONCRETE	40.00	LF		\$	
1290	08001		STRUCTURE EXCAVATION-COMMON	165.00	CUYD		\$	
1300	08019		CYCLOPEAN STONE RIP RAP	338.00	TON		\$	
1310	08033		TEST PILES	44.00	LF		\$	
1320	08039		PRE-DRILLING FOR PILES	40.00	LF		\$	
1330	08046		PILES-STEEL HP12X53	104.00	LF		\$	
1340	08094		PILE POINTS-12 IN	4.00	EACH		\$	
1350	08100		CONCRETE-CLASS A	56.00	CUYD		\$	
1360	08104		CONCRETE-CLASS AA	20.00	CUYD		\$	
1370	08151		STEEL REINFORCEMENT-EPOXY COATED	11,247.00	LB		\$	
1380	08663		PRECAST PC BOX BEAM CB21-48	265.00	LF		\$	
1390	23378EC		CONCRETE SEALING	1,105.00	SQFT		\$	
1400	25017ED		RAIL SYSTEM SIDE MOUNTED MGS	88.00	LF		\$	

#### Section: 0011 - BRIDGES - 060C008



**PROPOSAL BID ITEMS**

227020

Page 5 of 6

Report Date 11/9/22

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1410	02231		STRUCTURE GRANULAR BACKFILL	81.00	CUYD		\$	
1420	02998		MASONRY COATING	116.00	SQYD		\$	
1430	03299		ARMORED EDGE FOR CONCRETE	41.00	LF		\$	
1440	08001		STRUCTURE EXCAVATION-COMMON	80.00	CUYD		\$	
1450	08019		CYCLOPEAN STONE RIP RAP	200.00	TON		\$	
1460	08033		TEST PILES	40.00	LF		\$	
1470	08039		PRE-DRILLING FOR PILES	80.00	LF		\$	
1480	08046		PILES-STEEL HP12X53	88.00	LF		\$	
1490	08100		CONCRETE-CLASS A	50.40	CUYD		\$	
1500	08104		CONCRETE-CLASS AA	15.40	CUYD		\$	
1510	08151		STEEL REINFORCEMENT-EPOXY COATED	8,208.00	LB		\$	
1520	08662		PRECAST PC BOX BEAM CB17-48	220.00	LF		\$	
1530	23378EC		CONCRETE SEALING	917.00	SQFT		\$	
1540	25017ED		RAIL SYSTEM SIDE MOUNTED MGS	76.00	LF		\$	

**Section: 0012 - BRIDGES (8'X4' REINF. CONCRETE CULVERT) - 067C003**

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1550	02484		CHANNEL LINING CLASS III	361.00	TON		\$	
1560	02555		CONCRETE-CLASS B	17.00	CUYD		\$	
1570	02602		FABRIC-GEOTEXTILE CLASS 1	300.00	SQYD		\$	
1580	08003		FOUNDATION PREPARATION	1.00	LS		\$	
1590	08100		CONCRETE-CLASS A	61.00	CUYD		\$	
1600	08150		STEEL REINFORCEMENT	5,901.00	LB		\$	

**Section: 0013 - BRIDGES (8'X4' PRECAST CULVERT) - 067C003**

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1610	02484		CHANNEL LINING CLASS III	361.00	TON		\$	
1620	02555		CONCRETE-CLASS B	17.00	CUYD		\$	
1630	02602		FABRIC-GEOTEXTILE CLASS 1	300.00	SQYD		\$	
1640	08003		FOUNDATION PREPARATION	1.00	LS		\$	
1650	08100		CONCRETE-CLASS A	15.00	CUYD		\$	
1660	08150		STEEL REINFORCEMENT	1,053.00	LB		\$	
1670	20092ES611		PRECAST CONCRETE BOX CULVERT	51.00	LF		\$	

**Section: 0014 - BRIDGES (84" DIAMETER PIPE CULVERT) - 067C003**

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1680	00476		CULVERT PIPE-84 IN	43.00	LF		\$	
1690	02484		CHANNEL LINING CLASS III	365.00	TON		\$	
1700	02555		CONCRETE-CLASS B	17.00	CUYD		\$	
1710	02602		FABRIC-GEOTEXTILE CLASS 1	303.00	SQYD		\$	
1720	08003		FOUNDATION PREPARATION	1.00	LS		\$	
1730	08100		CONCRETE-CLASS A	29.00	CUYD		\$	
1740	08150		STEEL REINFORCEMENT	2,390.00	LB		\$	

227020

### PROPOSAL BID ITEMS

Page 6 of 6

Report Date 11/9/22

#### Section: 0015 - BRIDGES (84" EQUIV. PIPE ARCH CULVERT) - 067C003

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1750	00506		CULVERT PIPE-84 IN EQUIV	49.00	LF		\$	
1760	02484		CHANNEL LINING CLASS III	363.00	TON		\$	
1770	02555		CONCRETE-CLASS B	17.00	CUYD		\$	
1780	02602		FABRIC-GEOTEXTILE CLASS 1	301.00	SQYD		\$	
1790	08003		FOUNDATION PREPARATION	1.00	LS		\$	
1800	08100		CONCRETE-CLASS A	16.00	CUYD		\$	
1810	08150		STEEL REINFORCEMENT	1,076.00	LB		\$	

#### Section: 0016 - DEMOBILIZATION

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1820	02569		DEMOBILIZATION	1.00	LS		\$	