



Andy Beshear
GOVERNOR

TRANSPORTATION CABINET

200 Mero Street
Frankfort, Kentucky 40601

Jim Gray
SECRETARY

August 26, 2024

CALL NO. 100
CONTRACT ID NO. 242953
ADDENDUM # 1

Subject: Franklin County, STP 7341002
Letting August 29, 2024

- (1) Revised - Notes - Pages 20, 23 and 33 of 130
- (2) Added - Notes - Pages 46A and 51A of 130

Proposal revisions are available at <http://transportation.ky.gov/Construction-Procurement/>.

If you have any questions, please contact us at 502-564-3500.

Sincerely,

A handwritten signature in cursive script that reads "Rachel Mills".

Rachel Mills, P.E.
Director
Division of Construction Procurement

RM:mr
Enclosures

SPECIAL NOTES

SPECIAL NOTE FOR REMOVAL OF EXISTING BRIDGE

SPECIAL NOTE FOR BRIDGE PLANS AND PROJECT RELATED INFORMATION

SPECIAL NOTE FOR WORKING IN RIVER VIEW PARK

SPECIAL NOTE FOR AVOIDING STREAM IMPACTS FROM LEAD PAINT

SPECIAL NOTE FOR CONTRACTOR COORDINATION

SPECIAL NOTE FOR WATER QUALITY CERTIFICATION

SPECIAL NOTE FOR APPURTENANCES ON BRIDGE

SPECIAL NOTE FOR PRE-BID CONFERENCE

SPECIAL NOTE FOR CONTRACT COMPLETION DATE, LIQUIDATED DAMAGES, AND INCENTIVE PAY ON "A+B" BIDDING CONTRACT

SPECIAL NOTE FOR PROTECTION OF RAILROAD INTERESTS

SPECIAL NOTE FOR BRIDGE DEMOLITION, RENOVATION AND ASBESTOS ABATEMENT

SPECIAL NOTE FOR ENVIRONMENTAL AND WORKER SAFETY REGULATIONS

Pier 5 shall be removed down to the river bottom. No other substructures are included in the limits of removal.

Vehicles and heavy equipment including skid-steers are not permitted on the Broadway Bridge at any time during the project without written permission from the Department.

The use of explosives may or may not be acceptable to all governing agencies and RJ Corman Railroad. The Contractor shall obtain all necessary permits, licenses, certifications, etc. for the handling and use of explosives. The Contractor shall provide confirmation to the Department that the necessary permits, licenses, certifications, etc. have been obtained.

Conduct a survey of the river bottom prior to temporary access or demolition activities to establish any materials existing prior to demolition. Conduct a post demolition survey of the river bottom to verify all materials from demolition and temporary access have been removed. Provide the report of all surveys to the Department. The Contractor shall be responsible for removing all materials identified by the Department as part of the survey review.

Excess excavation sites may be required for disposal of debris generated by the demolition. The contractor will be responsible for addressing any permits or other approvals necessary for the disposition of the material. Documentation of these approvals shall be provided by the contractor upon request.

3.0 MEASUREMENT. The Department will measure all work performed as part of Removing the Existing Broadway Bridge as two lump sums (with supplemental descriptions) as follows:

ITEM	DESCRIPTION (SUPPLEMENTAL)	UNIT
02731	REMOVE STRUCTURE (DEMOLITION)	LS
02731	REMOVE STRUCTURE (SALVAGE SPAN 5 TRUSS)	LS

The Department will pay for REMOVE STRUCTURE (SALVAGE SPAN 5 TRUSS) according to the following schedule:

- 3.1 Perform stabilizing repairs and remove deck - 40 percent
- 3.2 Remove Span 5 steel truss superstructure - 30 percent
- 3.3 Transport truss to approved storage location - 15 percent
- 3.4 Offload truss onto dunnage in approved storage location - 15 percent

4.0 PAYMENT. The Department will consider payment as full compensation for all work required under this section.

ITEM	DESCRIPTION	APPROXIMATE QUANTITY	UNIT	UNIT PRICE	AMOUNT
10202ND	TIME COMPONENT	35,000.000	DOLL	B	B x 35000

Number of calendar days →

5.0 START DATE. The contractor’s demolition plan shall be submitted to the Department within 15 calendar days of Notice of Award.

6.0 CONTRACT TIME. Contract time for this project will be on a calendar day basis. Contrary to Section 108.07 of the Standard Specifications, contract time will begin on the calendar day following the date of notice that the Contractor’s demolition plan is approved. Contract time will be counted continually beginning with this date.

7.0 COMPLETION DATE. All work in this Contract shall be completed within 120 calendar days of Contract time.

8.0 EARLY COMPLETION OF WORK. The contractor will be paid an incentive payment of **\$17,500** for each calendar day Span 4 is removed and the Kentucky River is re-opened before the established date based on the “B” value of the bid. The incentive shall not exceed \$105,000 in total.

9.0 LIQUIDATED DAMAGES AND DISINCENTIVE FEES.

9.1 Submit Demolition Plans for Approval. A disincentive fee of **\$17,500** per day will be charged for each calendar day beyond the time indicated above in **5.0 Start Date**.

9.2 Remove Span 4 and Open the Kentucky River. A disincentive fee of **\$17,500** per day will be charged for each calendar day when the number of calendar days exceeds the number of calendar days “B” established for the selection of lowest bidder.

9.3 Remove Span 1 and Open River View Trail. The contractor must Remove Span 1 and Open River View Trail 45 calendar days from approval of the demolition plan. A disincentive fee of **\$5,000** per day will be charged for each calendar day when the number of calendar days exceeds 45 calendar days.

9.4 Contract Completion. Contrary to Section 108.09 of the Standard Specifications, liquidated damages of **\$5,000** per day, will be charged for each calendar day beyond the time indicated above in **7.0 Completion Date**.

Disincentive fees and Liquidated Damages will continue to accrue until the respective milestones/completions are satisfied.

SPECIAL NOTE FOR ENVIRONMENTAL AND WORKER SAFETY REGULATIONS

(A) Governing regulations

The coatings on the structures in this contract may contain lead, which is classified as a hazardous (toxic) material. Be knowledgeable of and comply with, all lead-related environmental and health regulations governing the Contractor's operations. Comply with regulations current at the time the work is performed and all requirements herein. Collect, transport to waste storage sites, and store hazardous wastes in accordance with applicable environmental and health regulations. The contractor is solely responsible for collection, transport, storage and disposal of all hazardous wastes.

B) Liabilities and Obligations

The contractor shall be solely responsible for compliance with all applicable environmental and health and safety regulations to the satisfaction of the applicable government regulatory agencies and the Department. The Department assumes no obligations or liabilities for work stoppages or fines due to enforcement actions by government regulatory agencies or to related delays that the Department deems necessary.

(C) State and Local Regulatory Agencies

State and local regulatory agencies charged with enforcing most regulations affecting the generation of hazardous wastes and worker safety issues are:

- Kentucky Occupational Safety and Health Program, Labor Cabinet, Commonwealth of Kentucky, Frankfort, Kentucky
- Environmental and Public Protection Cabinet, Commonwealth of Kentucky, Frankfort, Kentucky

(D) Groundwater and Surface water Protection

The contractor shall prepare and implement a groundwater and surface water protection plan in accordance with 401 KAR 5:037 (Ground Water), KRS 224.70-110 and 401 KAR 10:031 (Surface water) with the exception that hazardous waste or hazardous materials container volume is not limited to greater than 55 gallons or weight to 100 pounds.



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

TC 62-227
Rev. 05/2019
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CONSENT & RELEASE

COUNTY	ITEM NO.	PARCEL	NAME
Franklin	05-805.00	N/A	RJ Corman Railroad Company/Central KY Line
PROJECT NO.	FEDERAL NUMBER	PROJECT	



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: **Work on RJ Corman property in order to demolish/remove the Broadway Bridge. The railroad bridge will not be effective/damaged, in the event any damages do occur KYTC will return/repair to the same or better condition as it was prior to demo/removal of the Broadway Bridge. KYTC and its contractors shall abide by all terms of the Construction Agreement and Special Notes for protection of the Railroad Interest.**

On the Real Property of Property Owner(s):	RJ Corman Railroad Company/Central Kentucky Lines
Address of Property where work is to be done:	RJ Corman Line Old Broadway Bridge Frankfort Kentucky

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.

This Consent and Release was signed on the 19 day of August 2024.

SIGNATURES OF AGENTS FOR TRANSPORTATION CABINET	SIGNATURES OF PROPERTY OWNERS
 Digitally signed by DM Loy Date: 2024.08.19 13:55:58 -04'00'	 Name: Raymond Goss
	Title: President
	Date: 8/19/24