



CALL NO. 100

CONTRACT ID. 242953

FRANKLIN COUNTY

FED/STATE PROJECT NUMBER STP 7341002

DESCRIPTION BROADWAY STREET (KY 3506)

WORK TYPE BRIDGE DEMOLITION

PRIMARY COMPLETION DATE 120 CALENDAR DAYS

LETTING DATE: August 29,2024

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN DAYLIGHT TIME August 29,2024. Bids will be publicly announced at 10:00 AM EASTERN DAYLIGHT TIME.

NO PLANS ASSOCIATED WITH THIS PROJECT.

DBE CERTIFICATION REQUIRED - 0%

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

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PART I
SCOPE OF WORK

ADMINISTRATIVE DISTRICT - 05

CONTRACT ID - 242953

STP 7341002

COUNTY - FRANKLIN

PCN - MB03735062401

STP 7341002

BROADWAY STREET (KY 3506) BRIDGE 037B00066N OVER KENTUCKY RIVER AT MP 00.04BRIDGE DEMOLITION
SYP NO. 05-00805.10.

GEOGRAPHIC COORDINATES LATITUDE 38:12:08.00 LONGITUDE 84:52:56.00

ADT

COMPLETION DATE(S):

45 CALENDAR Days

APPLIES TO 037B00066N SPAN 1 (SEE SPECIAL NOTE)

30 CALENDAR Days

APPLIES TO 037B00066N SPAN 4 (SEE SPECIAL NOTE)

120 CALENDAR Days

APPLIES TO ENTIRE CONTRACT (SEE SPECIAL NOTE)

CONTRACT NOTES

PROPOSAL ADDENDA

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

BID SUBMITTAL

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

JOINT VENTURE BIDDING

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

UNDERGROUND FACILITY DAMAGE PROTECTION

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

REGISTRATION WITH THE SECRETARY OF STATE BY A FOREIGN ENTITY

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

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

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

SPECIAL NOTE FOR PROJECT QUESTIONS DURING ADVERTISEMENT

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

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

The questions and answers will be posted for each Letting under the heading "Questions & Answers" on the Construction Procurement website (www.transportation.ky.gov/construction-procurement). 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.

BOYCOTT PROVISIONS

If applicable, the contractor represents that, pursuant to [KRS 45A.607](#), they are not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade. **Note:** The term Boycott does not include actions taken for bona fide business or economic reasons, or actions specifically required by federal or state law.

If applicable, the contractor verifies that, pursuant to KRS 41.480, they do not engage in, and will not for the duration of the contract engage in, in energy company boycotts as defined by KRS 41.472.

LOBBYING PROHIBITIONS

The contractor represents that they, and any subcontractor performing work under the contract, have not violated the agency restrictions contained in [KRS 11A.236](#) during the previous ten (10) years, and pledges to abide by the restrictions set forth in such statute for the duration of the contract awarded.

The contractor further represents that, pursuant to [KRS 45A.328](#), they have not procured an original, subsequent, or similar contract while employing an executive agency lobbyist who was convicted of a crime related to the original, subsequent, or similar contract within five (5) years of the conviction of the lobbyist.

1.0 BUY AMERICA REQUIREMENT.

Follow the “Buy America” provisions as required by 23 U.S.C. § 313 and 23 C.F.R. § 635.410. Except as expressly provided herein all manufacturing processes of steel or iron materials including but not limited to structural steel, guardrail materials, corrugated steel, culvert pipe, structural plate, prestressing strands, and steel reinforcing bars shall occur in the United States of America, including the application of:

- Coating,
- Galvanizing,
- Painting, and
- Other coating that protects or enhances the value of steel or iron products.

The following are exempt, unless processed or refined to include substantial amounts of steel or iron material, and may be used regardless of source in the domestic manufacturing process for steel or iron material:

- Pig iron,
- Processed, pelletized, and reduced iron ore material, or
- Processed alloys.

The Contractor shall submit a certification stating that all manufacturing processes involved with the production of steel or iron materials occurred in the United States.

Produce, mill, fabricate, and manufacture in the United States of America all aluminum components of bridges, tunnels, and large sign support systems, for which either shop fabrication, shop inspection, or certified mill test reports are required as the basis of acceptance by the Department.

Use foreign materials only under the following conditions:

- 1) When the materials are not permanently incorporated into the project; or
- 2) When the delivered cost of such materials used does not exceed 0.1 percent of the total Contract amount or \$2,500.00, whichever is greater.

The Contractor shall submit to the Engineer the origin and value of any foreign material used.

2.0 – BUILD AMERICA, BUY AMERICA (BABA)

Contractor shall comply with the Federal Highway Administration (FHWA) Buy America Requirement in 23 C.F.R. § 635.410 and all relevant provisions of the Build America, Buy America Act (BABA), contained within the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, §§ 70901-52 enacted November 15, 2021. The BABA requires iron, steel, manufactured products, and construction materials used in infrastructure projects funded by federal financial assistance to be produced in the United States. Comply with 2 C.F.R § 184.

BABA permits FHWA participation in the Contract only if domestic steel and iron will be used on the Project. To be considered domestic, all steel and iron used, and all products manufactured from steel and iron must be produced in the United States and all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied. This requirement does not preclude a minimal use of foreign steel and iron materials, provided the cost of such materials does not exceed 0.1% of the total contract amount under the Contract or \$2,500.00 whichever is greater.

BABA permits FHWA participation in the Contract only if all “construction materials” as defined in the Act are made in the United States. The Buy America preference applies to the following construction materials

incorporated into infrastructure projects: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); Fiber optic cable; optical fiber; lumber; engineered wood; and drywall. Contractor will be required to use construction materials produced in the United States on this Project. The Contractor shall submit a certification stating that all construction materials are certified to be BABA compliant.

Finally, BABA permits the continuation of FHWA's current general applicability waivers for manufactured products, raw materials, and ferryboat parts, but these waivers are subject to reevaluation, specifically the general applicability waiver for manufactured products.

The Contractor has completed and submitted, or shall complete and submit, to the Cabinet a Buy America/Build America, Buy America Certificate prior to the Cabinet issuing the notice to proceed, in the format below. After submittal, the Contractor is bound by its original certification.

A false certification is a criminal act in violation of 18 U.S.C. § 1001. The Contractor has the burden of proof to establish that it is in compliance.

At the Contractor's request, the Cabinet may, but is not obligated to, seek a waiver of Buy America requirements if grounds for the waiver exist under 23 C.F.R. § 635.410(c) or will comply with the applicable Buy America requirements if a waiver of those requirements is not available or not pursued by the Cabinet.

Please refer to the Federal Highway Administration's Buy America webpage for more information.

[Buy America - Construction Program Guide - Contract Administration - Construction - Federal Highway Administration \(dot.gov\)](#)

October 26, 2023 Letting

SPECIAL NOTE – BUY AMERICA REQUIREMENTS AND BUILD AMERICA, BUY AMERICA (BABA) ACT

10/26/2023

BUY AMERICA / BUILD AMERICA, BUY AMERICA (ACT) MATERIALS CERTIFICATE OF COMPLIANCE

The Contractor hereby certifies that it will comply with all relevant provisions of the Build America, Buy America Act, contained within the Infrastructure Investment and Jobs Act, Pub. L. NO. 117-58, §§ 70901-52, the requirements of 23 U.S.C. § 313, 23 C.F.R. § 635.410 and 2 C.F.R § 184.

Date Submitted: _____

Contractor: _____

Signature: _____

Printed Name: _____

Title: _____

NOTE: THIS CERTIFICATION IS IN ADDITION TO ANY AND ALL REQUIREMENTS OUTLINED IN THE CURRENT EDITION OF THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND/OR SPECIAL NOTES CONTAINED IN THE PROJECT PROPOSAL.

FEDERAL CONTRACT NOTES

The Kentucky Department of Highways, in accordance with the Regulations of the United States Department of Transportation 23 CFR 635.112 (h), hereby notifies all bidders that failure by a bidder to comply with all applicable sections of the current Kentucky Standard Specifications, including, but not limited to the following, may result in a bid not being considered responsive and thus not eligible to be considered for award:

- | | |
|--------------------------------|--|
| 102.02 Current Rating | 102.08 Preparation and Delivery of Proposals |
| 102.13 Irregular Bid Proposals | 102.14 Disqualification of Bidders |
| 102.09 Proposal Guaranty | |

CIVIL RIGHTS ACT OF 1964

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

NOTICE TO ALL BIDDERS

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

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

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

SECOND TIER SUBCONTRACTS

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

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

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

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

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

DBE GOAL

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

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

OBLIGATION OF CONTRACTORS

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

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

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

CERTIFICATION OF CONTRACT GOAL

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

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

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

DBE PARTICIPATION PLAN

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

The DBE Participation Plan shall include the following:

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

- c) The dollar value of joint ventures. DBE credit for joint ventures will be limited to the dollar amount of the work actually performed by the DBE in the joint venture;
4. Written and signed documentation of the bidder's commitment to use a DBE contractor whose participation is being utilized to meet the DBE goal; and
5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment.

AFTER PROJECT AWARD AND BEFORE NOTICE TO PROCEED/WORK ORDER IS ISSUED (SEE SECTION 103.06, STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION)

Prime Contractors awarded a federally funded project with a DBE Goal greater than zero will be required to submit a fully executed DBE Subcontract, along with the attached FHWA 1273 and Certificate of Liability Insurance for each DBE Firm submitted as part of the previously approved DBE Utilization Plan (TC 14-35). A signed quote or purchase order shall be attached when the DBE subcontractor is a material supplier or broker.

The Certificate of Liability Insurance submitted must meet the requirements outlined in Section 107.18 of the Standard Specifications for Road and Bridge Construction.

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

CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS

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

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

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

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

FAILURE TO MEET GOOD FAITH REQUIREMENT

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

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

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

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

SANCTIONS FOR FAILURE TO MEET DBE REQUIREMENTS OF THE PROJECT

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

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

PROMPT PAYMENT

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

CONTRACTOR REPORTING

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

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

***** IMPORTANT *****

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

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

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

DEFAULT OR DECERTIFICATION OF THE DBE

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

PROHIBITION ON TELECOMMUNICATIONS EQUIPMENT OR SERVICES

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

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

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

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

SECTION 7 is expanded by the following new Article:

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

Pursuant to Title 46CFR Part 381, the Contractor agrees

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

**SPECIAL NOTES
DISTRICT NO. 5
FRANKLIN COUNTY
BRIDGE DEMOLITION
FRANKLIN COUNTY
SYP ITEM NO. 05-00805.10 ~ STP 7341002
CID 242953**

FD52 037 3506 000-011

Franklin County ~ KY 3506 (Broadway Street) over Kentucky River

Geographic Coordinates

Latitude 38° 12' 08.00'' (38.2021)

Longitude -84° 52' 56.00'' (-84.8821)

Description

1-37' 3-83' Steel Girder Spans 1-169' Though Truss Span 1-46' Steel Girder Span.
Existing Drawing Nos. 10071 and 16242

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 REMOVAL OF EXISTING BRIDGE

1.0 DESCRIPTION. The Contractor shall remove the existing Broadway Bridge structure to the limits indicated on the plans in accordance with KYTC Standard Specification Section 203 "Removal of Structures and Obstructions" and this Special Note. Where a conflict exists between this Special Note and Section 203, the Special Note shall govern.

2.0 DEMOLITION. Comply with the conditions stated in all permits, agreements and special notes.

The contractor is referred to the Project Related Information page on the Construction Procurement website for plans and other details regarding the project. See the *Special Note for Bridge Plans and Project Information*.

The contractor is responsible for the location and protection of all existing utilities. There is an abandoned 4" gas main and an active 8" water main carried by the bridge across the Kentucky River. Coordinate shut-off of the 8" water main with the Frankfort Plant Board. These two utilities shall be removed as part of the demolition.

There are also remnants of an abandoned USGS Gage attached to the bridge which shall be removed as part of the demolition.

The production of the demolition plan and procedures is the responsibility of the contractor. The demolition plan must clearly demonstrate the safety and feasibility of all proposed operations. All submittal components shall be sealed by a Professional Engineer licensed in the Commonwealth of Kentucky.

Submit the demolition plan to the Department for review within 15 days of the Notice to begin work.

Once reviewed, the Department will coordinate submission of the demolition plan to the U.S. Coast Guard (USCG), RJ Corman Railroad, and any other governing agency that requires a review. Do not proceed with demolition until the Department gives written notification that all reviews have been completed and the demolition plan is approved.

Maintain a detailed schedule of the entire work plan for the removal of the Broadway Bridge. Share this schedule with the Department and provide weekly updates. The Department will coordinate with the contractor for notifying the USCG, Kentucky River Authority, the U.S. Army Corps of Engineers (USACE), and the City of Frankfort of demolition operations as scheduled. The contractor shall coordinate demolition operations with RJ Corman Railroad in accordance with the *Special Note for Protection of Railroad Interests*.

Limits of the approved temporary construction area for equipment, storage, and operation are shown on the plans. Do not operate vehicles or equipment on the earthen levy adjacent to the existing bridge without written permission from the USACE. Coordinate temporary access to the work site with the Department and the City of Frankfort.

Coordinate with the City of Frankfort regarding impacts to River View Park. Be aware The Bourbon on the Banks Festival is scheduled for Saturday, Oct. 5, 2024. No construction access through River View Park will be allowed during this Festival. If the contractor accesses the construction site through the park prior to the festival, any damage to the park shall be repaired and restored to an acceptable condition as determined by the Engineer.

The Contractor shall obtain all necessary permits for the installation of any temporary causeways.

Take ownership and dispose of all materials removed with the exception of the Span 5 steel truss superstructure. The Span 5 truss shall be salvaged and will remain the property of the Department. Transport and offload the Span 5 truss onto dunnage located within an approved storage area. Three potential storage areas have been identified on Kentucky River Navigation Charts No. 10 and No. 11 included as part of the Project Related Information. Approximate low superstructure elevations of bridges within the potential sailing line are also provided on the Kentucky River Navigation Charts. The Contractor shall confirm means and methods of transporting the Span 5 truss beneath these bridges.

Obtain an Agreement for the Department with the selected storage location for a period of 24 months, on a monthly basis. The Agreement shall be in the Department's name. If the terms of the Agreement are unacceptable to the Department, the Department reserves the right to have the Contractor coordinate with other potential storage location property owners, and with the Department, to secure an alternate Agreement.

The Kentucky River is closed to navigation at the Broadway Bridge. Schedule the removal of Span 4 to occur as the first activity so the Kentucky River can be re-opened to navigation. Schedule the removal of Span 1 as the second activity, or simultaneous with the removal of Span 4, so River View Trail can be re-opened. This is not intended to preclude the Contractor from also working at other locations simultaneously.

After Span 4 is removed, maintain an open channel for navigation between Pier 4 and Pier 5. The only exceptions to this provision relates to the removal of Span 3, the Span 5 truss, and Pier 5 where a temporary closure of the river may be granted by the USCG for the safety of commercial vessels and recreational boaters. Maintain navigation and obstruction lighting on the existing bridge, work barges, and any other means of temporary access in accordance with USCG requirements.

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 contractor shall submit to the Department a schedule of costs for work related to REMOVE STRUCTURE (SALVAGE SPAN 5 TRUSS).

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

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

SPECIAL NOTE FOR BRIDGE PLANS AND PROJECT INFORMATION

See Project Related Information for Bridge Plans and other details regarding the project.

11x17 Demolition Plans: Index of Sheets as follows:

S01: BROADWAY BRIDGE – DEMOLITION SITE OVERVIEW

S02: EXISTING BRIDGE LAYOUT

S03: DEMOLITION PLAN AND ELEVATION

S04: SPAN 5 TRUSS – PLAN VIEW

S05: SPAN 5 TRUSS – ELEVATION VIEW

KY River Navigation Charts with Project Information: Select pages from the 2014 Navigation Charts provided by the Kentucky River Authority with relevant information for the Broadway Bridge Demolition Project.

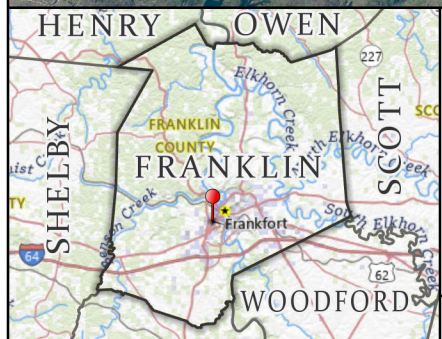
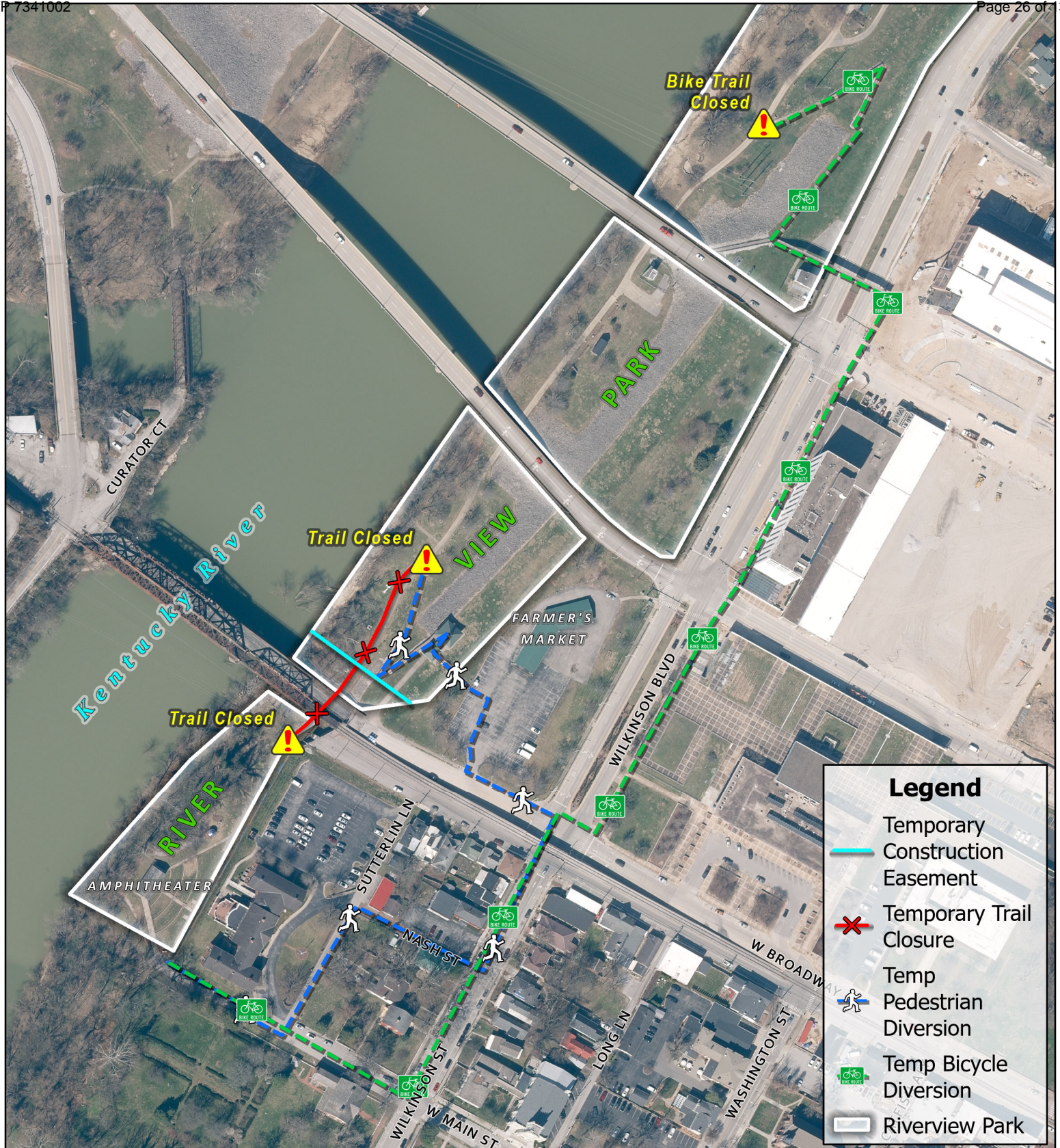
Broadway Bridge Existing Plans: Rehabilitation plans from 1950 (KYTC Drawing No. 10071) with updated substructure numbering to be consistent with other documents as part of the Broadway Bridge Demolition Project.

2019 Broadway Bridge In-Depth Inspection Report: Document covering the inspection scope, methodology, findings, and recommendations from Palmer Engineering's 2019 In-Depth Inspection of the Broadway Bridge.

SPECIAL NOTE FOR WORKING IN RIVER VIEW PARK

Due to the use of federal funds, this Contract is subject to the requirements of Section 4(f) of the Department of Transportation Act of 1966, which affords protection to publicly-owned parks, recreation areas, and wildlife and waterfowl refuges. To minimize the impact to River View Park from this Contract, the following measures shall be implemented throughout the duration:

- Any disturbance within the temporary easement or damage to River View Park resulting from the contractor's ingress/egress to the bridge site and construction/demolition activities shall be repaired and returned to its preconstruction condition or better.
- The use of the trail corridor for equipment access shall be only as is necessary to mobilize and demobilize equipment.
 - The trail corridor shall not be used by motorized equipment or vehicles for routine access by workers to the job site.
 - The trail corridor shall not be used to haul material to or from the bridge site.
- The Bourbon on the Banks Festival is scheduled for Saturday, October 5, 2024. No construction access through River View Park will be allowed during this Festival. If contractor accesses the construction site through the park prior to the festival, any damage to the park shall be repaired and restored to an acceptable condition as determined by the Engineer prior to the event.
- To minimize the closure period for the trail, the removal of the span over the trail will be prioritized following the removal of the span over the river necessary to re-open the river to boat traffic.
- Once the overhead bridge span is removed and River View Trail is re-opened, access to the trail shall be maintained at all times, except for the time needed to repair damage from construction activities and demobilize equipment.
- Appropriate signage shall be installed to alert users of construction activities, access restrictions or closures, and to direct users to secondary access points.
- A detailed schedule of the entire work plan shall be maintained by the contractor. The contractor shall share this schedule with the City of Frankfort prior to the start of construction/demolition activities and secure approval for work to be conducted within the park. The contractor shall provide weekly updates and coordinate construction activities in River View Park with the City of Frankfort.



River View Park Section 4(f) Considerations W. Broadway Bridge Frankfort, KY KYTC Item No. 5-805.10

Credits: KyFromAbove Partners
Coordinate System: NAD 1983 StatePlane Kentucky FIPS 1600 Feet

N

TEAM KENTUCKY
TRANSPORTATION CABINET

0 160 320
Feet

SPECIAL NOTE

For Avoiding Stream Impacts from Lead Paint

Owing to the probable presence of lead paint on the bridge, the following measures must be taken:

- During preparation for the removal of the bridge, construction debris is to be collected and prevented from dropping into the river to the extent practicable.
- The contractor shall develop a *Debris Management Plan* that outlines procedures for collecting and preventing debris from dropping into the river.
- Possible measures could include:
 - Use demolition techniques that minimize the generation of debris, such as cutting rather than breaking concrete.
 - Install temporary barriers such as nets, tarps, or fabric beneath and around the work area to catch falling debris. These would be removed prior to dropping the bridge, or sections of the bridge.
 - Set up collection platforms, scaffolding or barges with debris catching systems under the work area.
 - Use vacuum systems or other suction devices to collect smaller particles.
 - Use floating booms or silt curtains in the stream to capture any debris that might escape the initial containment effort.
- All hazardous waste materials will be managed and disposed of in the manner specified by local or state regulation.
- Worker exposure to materials containing lead during construction work is regulated by Federal OSHA [(29 CFR 1926.62 (a)]. This regulation requires worker protection during construction “where lead or materials containing lead are present.”
- **If there are any questions regarding this note, please contact Danny Peake, Director, Division of Environmental Analysis, 200 Mero Street, Frankfort, KY 40601, Phone (502) 564-7250.**

SPECIAL NOTE FOR CONTRACTOR COORDINATION

The Contractor is advised that additional contracts may be let adjacent to or within the project limits prior to the completion of this project. Contractors working on the same project or adjacent projects shall cooperate with each other.

SPECIAL NOTE FOR WATER QUALITY CERTIFICATION

The KYTC has been granted approval by the US Army Corps of Engineers and the Kentucky Division of Water to proceed with demolition of the Broadway Bridge prior to receipt of all Clean Water Act Permits (Section 10 of the Rivers and Harbors Act, Section 404 and 401 of the Clean Water Act). These permits will be issued after-the-fact or during demolition; we have been granted this permission due to the urgency of this demolition project in order to protect public safety.

SPECIAL NOTE FOR APPURTENANCES ON BRIDGE

Existing USGS gauge on span 5 to be abandoned August 22.
KYTC has removed all viable navigation lighting facilities possible.

Remaining elements from both agencies shall become property of contractor upon demolition.”

SPECIAL NOTE FOR PRE-BID CONFERENCE AND SITE VISIT

The Department will conduct a Mandatory Pre-Bid Conference and Site Visit for the subject project on Thursday, August 22, 2024 at 1:00 PM Eastern Time. The conference will be held at:

Kentucky Transportation Cabinet
Conference Room C117
200 Mero Street
Frankfort, KY 40622

Any company that is interested in bidding on the subject project or being part of a joint venture shall be represented at the conference and the site visit by at least one officer or member with sufficiency to bind the company. No individual can represent more than one company. At the conference, and during the subsequent site visit of the subject project, a roster shall be taken of the representatives present. **Only companies represented at the conference and during the site visit will be eligible to have their bids opened at the date of letting.**

During the site visit, the company representatives and The Department of Highways officials will travel to the project location. The site visit is not intended for bid estimation.

The purpose of the conference and site visit is to familiarize all prospective bidders with the contract requirements and the location and condition of the structures within the scope of the contract.

Department of Highways officials present at the conference will answer questions concerning the project. No questions will be taken during site visit. Any questions concerning the site visit are to be submitted through the Kentucky Transportation Cabinet's Division of Construction Procurement's web site question and answer link or email at KYTC.projectquestions@ky.gov.

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

The procedure for evaluation of bids on this project involves an “A+B” concept.

The “A” component of the bid involves the dollar amount for all work to be performed.

The “B” component of the bid involves the total number of calendar days required, after approval of the demolition plan, for removing Span 4 and re-opening the Kentucky River.

1.0 PREPARATION OF BID PROPOSAL. In addition to the requirements of Section 102 of the Standard Specifications, the bidder shall establish the number of calendar days necessary to complete the Removal of Span 4 (after approval of demolition plan) in accordance with the plans and specifications and show this number in the bid proposal. The product of this number of calendar days multiplied by the average daily Kentucky River user benefit of **\$35,000** per day shall be added to the total bid determined for bid items.

The product of calendar days times the average daily Kentucky River user benefit shall not be considered in determining mobilization and demobilization costs.

The maximum number of calendar days permitted for the removal of span 4, after approval of the demolition plan, will be 30 calendar days. Bids where the bidder establishes calendar days necessary to complete the work in excess of 30 calendar days will be adjusted down to reflect 30 calendar days.

2.0 PROPOSAL GUARANTY. As a supplement to Section 102 of the Standard Specifications, it will not be necessary for the Proposal Guaranty to include an amount necessary to cover the product of calendar days times daily Kentucky River user benefit.

3.0 CONSIDERATION OF BIDS. Each bid submitted shall consist of two parts:
A. The dollar amount for all work to be performed under the contract.
B. The total number of calendar days required, after approval of the demolition plan, for removing Span 4 and re-opening the Kentucky River.

The lowest bid will be determined by the Department as the lowest combination of:

$$(A) + [(B) \times (\$35,000)]$$

The above formula *shall be used only for determination of the lowest bidder and shall not be used to determine final payment* to the contractor when the project is completed.

4.0 CONSIDERATION OF BIDS. To simplify the bidding process, the following bid item has been added and shall be completed as demonstrated.

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 to Begin Work.**

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 Notes for Protection of Railroad Interests

EXHIBIT C
RJC SPECIAL PROVISIONS

1. AUTHORITY OF RAILROAD REPRESENTATIVE AND AGENCY ENGINEER:

The authorized representative of the Railroad Company, hereinafter referred to as Railroad Representative, shall have final authority in all matters affecting the safe maintenance of Railroad traffic of the Company and Railroad Chief Engineer will have final authority in all matters affecting the railroad track and right of way including the adequacy of the foundations and structures supporting the Railroad tracks.

The authorized representative of the Agency, hereinafter referred to as the Engineer, shall have authority over all other matters as prescribed herein and in the Project Specifications.

2. NOTICE OF STARTING WORK:

- A. The Contractor shall not commence any work on Railroad corridors until it has complied with the following conditions
1. Given the Railroad written notice, with copy to the following Railroad Representative, who has been designated to be in charge of the work, at least ten days in advance of the date it proposes to begin work on Railroad rights of way.

R. J. Corman Railroad Company/Central Kentucky Lines
P. O. Box 788, Nicholasville, Kentucky 40340
Jimmy Overbey 859-537-1096
Office 859-881-2502
 2. In addition, the Contractor shall notify the Consulting Engineer, George Zimmerman, of STV/Ralph Whitehead Associates, at (770) 452-0797, fax (770) 936-9171, at least 72 hours before proceeding with the work in Railroad property. The Contractor also agrees to abide by the instructions of all Railroad representatives, concerning matters related to Railroad safety.
 3. Obtain written authorization from the Railroad to begin work on the Railroad corridor, including an outline of specific conditions with which it must comply.
 4. Obtain written approval from the Railroad of Railroad Protective Insurance Liability coverage as required by paragraph 14 herein.
 5. Furnish a schedule for all work within the corridor as required by paragraph 7, B, 1.
- B. The Railroad's written authorization to proceed with the work shall include the names, addresses, and telephone numbers of the Railroad's representatives who are to be notified as hereinafter required. Where more than one representative is designated, the area of responsibility of each representative shall be specified.

3. INTERFERENCE WITH RAILROAD OPERATIONS:

- A. The Contractor shall so arrange and conduct its work that there will be no interference with Railroad operations, including train, signal, telephone and telegraphic services, or damage to the property of the Railroad Company or to poles, wires, and other facilities of tenants on the corridor of the Railroad Company. Whenever work is liable to affect the operations or safety of trains; the method of doing such work shall first be submitted to the Railroad Representative for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor which requires flagging service or inspection service shall, be deferred by the contractor until the flagging protection required by the Railroad is available at the job site.
- B. Whenever work within the Railroad corridor is of such a nature that impediment to Railroad operations (such as use of runaround tracks or necessity for reduced speed) is unavoidable, the contractor shall schedule and conduct its operations so that such impediment is reduced to the absolute minimum.
- C. Should conditions arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations and property of the Railroad, the Contractor shall make such

provisions. If in the judgment of the Railroad Representative, or in his absence, the Railroad Chief Engineer or the Consultant Engineer, such provisions are insufficient, the Railroad Representative may require or provide such additional provisions, as deemed necessary. In any event, such unusual provisions shall be at the Contractor's expense and without cost to the Railroad or the Agency.

4. TRACK CLEARANCES:

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

5. CONSTRUCTION PROCEDURES:

- A. GENERAL. Construction work on Railroad property, whether owned or leased, shall be:
 - 1. Subject to the inspection and approval of the Railroad.
 - 2. In accord with the Railroad's written outline of specific conditions, general rules, regulations, and requirements including those relating to safety, fall protection and personal protective equipment.
 - 3. In accord with these special Provisions.
- B. EXCAVATION. The subgrade of an operated track shall be maintained with edge of berm at least 10'0" from centerline of track and not more than 24 inches below top of rail. Contractor will not be required to make an existing section meet this specification if the existing section is substandard, in which case existing section will be maintained.
- C. EXCAVATION OF STRUCTURES. The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles, or sheeting for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material. The procedure for doing such work, including need of and plans for shoring shall first be approved by the Consulting Engineer and the Railroad Representative, but such approval shall not relieve the Contractor from liability.
- D. BLASTING.
 - 1. The Contractor shall obtain advance approval of the Railroad Representative and the Engineer for use of explosives on or adjacent to Railroad property. The request for permission to use explosives shall include a detailed blasting plan. If permission for use of explosives is granted, the Contractor will be required to comply with the following:
 - (a) Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the Contractor and a licensed blaster.
 - (b) Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.
 - (c) No blasting shall be done without the presence of an authorized representative of the Railroad. At least 72 hours advance notice to the person designated in the Railroad's notice of authorization to proceed (see paragraph 2B above) will be required to arrange for the presence of an authorized Railroad representative and such flagging as the Railroad may require.

- (d) Have at the job site adequate equipment, labor and materials and allow sufficient time to clean up debris resulting from the blasting without delay to trains, as well as correcting at Contractor's expense any track misalignment or other damage to Railroad property resulting from the blasting as directed by the Railway's authorized representative. If the Contractor's actions result in delay of trains, the Contractor shall bear the entire cost thereof.

2. The Railroad representative will:

- (a) Determine the location of trains and advise the Contractor the approximate amount of time available for the blasting operation and clean-up.
- (b) Have the authority to order discontinuance of blasting if, in the Railroad Representative's opinion, blasting is too hazardous or is not in accord with these special provisions.

E. MAINTENANCE OF RAILROAD FACILITIES.

1. The Contractor will be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from the Contractor's operations and provide and maintain any erosion control measures as required. The Contractor will promptly repair eroded areas with Railroad corridors and repair any other damage to the property of the Railroad or its tenants.
2. All such maintenance and repair of damages due to the Contractor's operation shall be done at the Contractor's expense.

F. STORAGE OF MATERIALS AND EQUIPMENT.

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

G. CLEANUP. Upon completion of the work, the Contractor shall remove all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of the Contractor, from the railroad corridor and leave it in a neat condition satisfactory to the Chief Engineer of the Railroad or his authorized representative.

6. DAMAGES:

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

7. FLAGGING SERVICES:

A. **When Required:**

The Railroad has sole authority to determine the need for flagging required to protect its operations. In general, the requirements of such services will be whenever the Contractor's personnel or equipment are likely to be, working on the Railroad's corridor, or across, over, adjacent to, or under a track, or when such work has disturbed or is likely to disturb a railroad structure or the railroad roadbed or surface and alignment of any track to such extent that the movement of trains must be controlled by flagging.

Normally, the Railroad will assign one flagger to a project; but in some cases, more than one may be necessary, such as yard limits where three (3) flaggers may be required. However, if the Contractor works within distances that violate instructions given by the Railroad's authorized representative or performs work that has not been scheduled with the Railroad's authorized representative, a flagger or flaggers may be required until the project has been completed.

B. SCHEDULING AND NOTIFICATION.

1. Not later than the time that approval is initially requested to begin work on the Railroad corridor, Contractor shall furnish to the Railroad a schedule for all work required to complete the portion of the project within the Railroad corridor and arrange for a job site meeting between the Contractor, the Agency, and the Railroad's authorized representative. Flagger or Flaggers may not be provided until the job site meeting has been conducted and the Contractor's work scheduled. If flagging is required, no work shall be undertaken until the flagger or flaggers are present at the job site.
2. Initially, it may take up to 30 days to obtain flagging from the Railroad. If flagging service is required, such notice shall be submitted at least 30 business days in advance of the date scheduled to commence the Work. Such notices shall include sufficient details and dates of the proposed work to enable the Railroad Representative to determine if flagging will be required. When, flagging begins the flagger is usually assigned by the Railroad to work at the project site on a continual basis until no longer needed and cannot be called for on a spot basis. If flagging becomes unnecessary and is suspended, it may take up to 10 days to resume flagging services from the Railroad. It is necessary to give 5 working days notice before flagging service may be discontinued and responsibility for payment stopped. Once begun, if such work is suspended at any time, or for any reason, the Contractor will be required to give the Railroad Representative at least 7 working days of advance notice before resuming work on the Railroad corridor.
3. If, after the flagger is assigned to the project site, emergencies arise which require the flaggers presence elsewhere, then the Contractor shall delay work on the Railroad corridor until such time as the flagger is again available. Any additional costs resulting from such delay shall be borne by the Contractor and not the Railroad.

C. PAYMENT.

1. The Cabinet will be responsible for paying the Railroad directly for any and all costs of flagging, which may be required to accomplish the construction.
2. For planning purposes, the estimated cost of flagging is \$1,200.00 per day based on Contractor's 8-hour workday which necessitates the flagger to work a 10-hour day (1 hour for travel to and from the project site and 2 hours to install and remove the warning boards if necessary). This cost includes the base pay for the flagger, overhead, and a per diem charge for travel expenses, meals, and lodging.
3. Work by a flagger in excess of 8 hours per day or 40 hours per week, but not more than 12 hours a day will result in overtime pay at ½ times the appropriate rate. Work by a flagger in excess of 12 hours per day will result in overtime pay at 2 times the appropriate rate. If work is performed on a holiday, the flagging rate is 2 ½ times the normal rate.
4. Railroad work involved in preparing and handling bills will also be charged to the Cabinet. Flagging costs are subject to change. The above estimates of flagging cost are provided for information only and are not binding in any way.

D. VERIFICATION.

1. The Contractor will review and sign the Railroad flagger's time sheet, attesting that the flagger was present during the time recorded. Flagger may be removed by Railroad if the time sheet is not signed. If flagger is removed, the Contractor will not be allowed to re-enter the Railroad corridor until the issue is resolved. Any complaints concerning flagger or flaggers must be resolved in a timely manner. If need for flagger or flagger is questioned, please contact Railroad Representative.

All verbal complaints must be confirmed in writing by the Contractor within 5 working days. All written correspondence should be addressed to:

R.J. Corman Railroad Company/Central Kentucky Lines
Attn: Deborah Hawley, Real Estate Director
P. O. Box 788
101 RJ Corman Drive
Nicholasville, Kentucky 40340
Phone 859-881-2499 Fax 859-881-2699
Deborah.hawley@RJCorman.com

2. The Railroad flagger assigned to the project will be responsible for notifying the Project Engineer upon arrival at the job site on the first day (or as soon thereafter as possible) that flagging services begin and on the last day that such services are performed for each separate period that services are provided. The Project Engineer will document such notification in the project records. When requested, the Project Engineer will also sign the flagger's timesheet showing daily time spent and activity at the project site.

8. HAUL ACROSS RAILROAD:

- A. Where the plans show or imply that materials of any nature must be hauled across a railroad corridor, unless the plans clearly show that the Agency has included arrangements for such haul in its agreement with the Railroad, the Contractor will be required to make all necessary arrangements with the Railroad regarding means of transporting such materials. The Contractor will be required to bear all costs incidental, including flagging, to such crossings whether services are performed by the Contractor's forces or by Railroad personnel.
- B. No crossing may be established for use of the Contractor for transporting materials or equipment across the tracks of the Railroad Company. If Agency or Contractor desires access across Railroad property or tracks other than existing and open public road crossing in or incident to construction of the project, the Agency or Contractor must first obtain the permission of the Railroad. Should the Railroad grant such permission the railroad shall execute a license agreement or right of entry satisfactory to the railroad, wherein the Agency or Contractor agrees to bear all costs.

9. WORK FOR THE BENEFIT OF THE CONTRACTOR:

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

10. COOPERATION AND DELAYS:

- A. It shall be the Contractor's responsibility to arrange a schedule with the Railroad for accomplishing stage construction involving work by the Railroad or tenants of the Railroad. In arranging the schedule, the Contractor shall ascertain, from the Railroad, the lead time required for assembling crews and materials and shall make, due allowance therefor.
- B. No charge or claims of the Contractor against either the Agency or the Railroad will be allowed for hindrance or delay on account of railway traffic; any work done by the Railroad Company, or other delay incident to or necessary for safe maintenance of rail traffic or for any delays due to compliance with these special provisions.

11. TRAIN CREW'S WALKWAYS:

Along the outer side of each exterior track of multiple operated tracks, and on each side of single operated track, an unobstructed continuous space suitable for a train crew's use in walking along trains, extending to a line not less than 10 feet from centerline of track, shall be maintained. Any temporary impediments to walkways or drainage structures

shall be removed before the close of each workday. If there is any excavation near the walkway, a handrail, with 10'0" minimum clearance from centerline of track, shall be placed.

12. REQUIREMENTS FOR PERSONNEL ON RAILROAD CORRIDORS:

- A. All persons shall wear hard hats. Appropriate eye and hearing protection must be used. Working in shorts is prohibited. Shirts must cover shoulders, back and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip-on type footwear is prohibited. Hard-sole; Steel Toe lace-up footwear, zippered-boots cinched with straps which fit snugly about the ankle are adequate. Safety boots are strongly recommended.
- B. No one is allowed within 25' of the centerlines of the track without specific authorization from the flagger.
- C. All persons working near track when train is passing are to look out for dragging bands, chains and protruding or shifting cargo.
- D. No one is allowed to cross tracks without specific authorization from the flagger.
- E. All welders and cutting torches working within 25' of track must stop when train is passing.
- F. No steel tape or chain will be allowed to cross or touch rails without permission.

13. REQUIREMENTS FOR EQUIPMENT ON RAILROAD RIGHT OF WAY:

- A. No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15' of centerline of track without specific permission from the railroad official and flagger.
- B. No crane or boom equipment will be allowed to foul track or lift a load over the track without flag protection and track time.
- C. All employees will stay with their machines when crane or boom equipment is pointed toward track.
- D. All cranes and boom equipment under load will stop work while a train is passing (including pile driving).
- E. Swinging loads must be secured to prevent movement while a train is passing.
- F. No loads will be suspended above a moving train.
- G. No equipment will, be allowed within 25' of the centerlines of any track without specific authorization of the flagger.
- H. Trucks, tractors, or any equipment will not touch the ballast without specific permission from a railroad official and the flagger.
- I. No equipment or load movement will be within 25' or above a standing train or railroad equipment without specific authorization of the flagger.
- J. All operating equipment within 25' of track must halt operations when a train is passing. All other operating equipment may be halted by the flagger if the flagger views the operation to be dangerous to the passing train.
- K. All equipment, loads and cables are prohibited from touching rails.
- L. While clearing and grubbing, no vegetation will be removed from the railroad embankment with heavy equipment without specific permission from the Railroad Representative and flagger.
- M. No equipment or materials will be parked or stored on Railroad's property unless specific permission is granted from the Railroad Representative.
- N. All unattended equipment that is left parked on Railroad property shall be effectively immobilized so that it can not be moved by unauthorized persons.

- O. All cranes and boom equipment will be turned away from track after each workday or whenever unattended by an operator.

14. INSURANCE:

Any agency, contractor or outside party performing work on or about RJC's property shall procure and maintain appropriate insurance policies to protect RJC against the exposure to liability.

- A. 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 property damage per occurrence, and such policies shall name RJC as an additional insured.
- B. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000. The insurance must contain a waiver of subrogation against RJC and its affiliates.
- C. Commercial Automobile Liability insurance with limits of not less than \$500,000 combined single limit for bodily injury and/or property damage per occurrence. Such policies shall designate RJC as an additional insured.
- D. **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. The insurance shall satisfy the following additional requirements:
 - 1. The insurer must be financially stable and rated B+ or better in Best's Insurance Reports.
 - 2. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
 - 3. The sole named insured on the Railroad Protective Insurance Policy should be:

**R. J. Corman Railroad Company/Central Kentucky Lines
P.O. Box 788
101 RJ Corman Drive
Nicholasville, KY 40340**
 - 4. Name and address of contractor and agency must be shown on the Declarations page.
 - 5. Description of operations, and location of work to be performed, must appear on the Declarations page and must match the project description, including project or contract identification numbers. Include DOT and/or OP number.
 - 6. Authorized endorsements must include the Pollution Exclusion Amendment CG 28 31— unless using form CG 00 35 version 96 and later.
 - 7. Authorized endorsements may include:
 - a. Broad Form Nuclear Exclusion - IL 00 21
 - b. 30-day Advance Notice of Non-renewal or cancellation
 - c. Required State Cancellation Endorsement
 - d. Quick Reference or Index - CL/IL 240
 - 8. Authorized endorsements may not include:
 - a. A Pollution Exclusion Endorsement except CG 28 31
 - b. A Punitive or Exemplary Damages Exclusion
 - c. A "Common Policy Conditions" Endorsement
 - d. Any endorsement that is not named in Section D, 6 or 7 above
 - e. Policies that contain any type of deductible
- E. Such additional or different insurance as RJC may require.

15. ADDITIONAL TERMS:

- A. **Contractor must submit certificates of insurance and the original Railroad Protective Liability insurance policy and all notices and correspondence regarding the insurance policies to:**

**R.J. Corman Railroad Company/Central Kentucky Lines
Attn: Deborah Hawley, Real Estate Director
P. O. Box 788
101 RJ Corman Drive
Nicholasville, Kentucky 40340
Phone 859-881-2499 Fax 859-881-2699
Deborah.hawley@RJCorman.com**

- B. Neither agency nor contractor may begin work on the project until it has received RJC's written approval of the required insurance policies.
- C. Contractor's obligation to reimburse Railroad for property damage or personal injuries caused by or contributed to by Contractor is not limited to the insurance provided by Contractor. The insurance is only evidence of Contractor's ability to protect Railroad against loss or damage.

16. FAILURE TO COMPLY:

These Special Provisions are supplemental and amendatory to any and all other documents relating to the project, and where in conflict therewith, these Special Provisions shall govern. In the event the Contractor violates or fails to comply with any of the requirements of these Special Provisions:

- A. The Railroad Representative may require that the Contractor vacate Railroad property.
- B. The Engineer may withhold all monies due the Contractor on monthly statements.

Any such orders shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Railroad Representative and the Engineer.

17. PAYMENT FOR COST OF COMPLIANCE:

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

NOTICE

No activity is permitted without proper scheduling with railroad due to the risk of serious, even fatal, injury. Entering any railroad right of way or other railroad property without permission is considered trespassing.

Unless covered by separate agreement, no installation of pipes, wires, fiber optic cable or temporary crossings are permitted in the railroad right of way or on railroad property. Such installations require application, approval and written agreement. Please contact Deborah.Hawley@RJCorman.com.

*****Any work taking place within 50 ft of a Signal Warning System call Chris Clark (859-361-7824) Email: Michael.Clark@RJCorman.com***

Return to: Katherine.Byrd@rjcorman.com

**ENTRY PERMIT
RJCC2024014**

This agreement, made as of _____ by and between the R.J. Corman Railroad Company/Central Kentucky Lines, hereafter referred to as "Railroad" whose mailing address is P.O. Box 788, Nicholasville, Kentucky 40340, and, _____, hereafter referred to as "Company" whose mailing address is _____.

The Railroad agrees to allow Company to enter its property at or near the Broadway Bridge, Frankfort, Franklin County, Kentucky, Railroad Milepost 64.9 for the purpose of pedestrian bridge demolition. Company has permission to enter the railroad property but is not to cross the track(s) with any equipment without first notifying the Railroad of its intent to do so. The Railroad may elect to have a representative present should any equipment need to cross the track. Should the Railroad incur any costs or suffer services interruption associated with Company's entry, all costs will be reimbursed by Company to Railroad within 30 days.

In consideration for this access, Company agrees to the following:

1. Payment of \$750.00 to be paid to R.J. Corman Railroad Company/Central Kentucky Lines and returned with this signed agreement.
2. To obtain all necessary permits and licenses from any Federal, State or local public authority at its sole cost and expense. Agrees to observe and comply with all applicable laws, regulations and codes governing work. Shall defend, protect and hold railroad harmless for failure to do so.
3. To assume, and shall at all times hereafter release, indemnify, defend and save harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Railroad may suffer, sustain, incur or in any way be subjected to, on account of death or injury to any person whomsoever (including officers, agents, employees or invitees of Railroad), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the entry of Company and its employees, invitees, contractors and affiliates on Railroad property.
4. To provide certificate of **Railroad Protective Liability Insurance** with a limit of not less than TWO MILLION DOLLARS (\$2,000,000) Combined Single Limit per occurrence and SIX MILLION DOLLARS (\$6,000,000) aggregate, if working within fifty (50) feet of the railroad tracks. Railroad must be named as insured on certificate.
5. To provide certificate of **General Liability Insurance** with a coverage limit of not less than ONE MILLION DOLLARS (\$1,000,000.00) Combined Single Limit per occurrence. Railroad must be named as additional insured on certificate.
6. Company will be responsible for flagging costs of \$65.00 per hour with 1½ times the rate over 8 hours and 2 times the rate over 10 hours per day should flagging be needed. Flagging must be scheduled in advance with Railroad contact below.
7. Ditches and construction site must be left free of trash and debris. If you traverse our right of way to get to your job site, said right of way is to be left in the same condition as it was prior to entry.
8. Must be suitable dressed and wearing appropriate personal protective equipment such as, but not limited to, steel toed boots, hard hats, safety glasses and safety vest.

Witnessed by:

Company

By: _____

Title: _____

Witnessed by:

R.J. Corman Railroad Company/Central Kentucky Lines

By: _____

Cara Sparkman

Title: Director- Real Estate & Contracts

***The Railroad must always be notified of the date you plan to enter the property.
Failure to notify Railroad can result in STOP WORK.**

Railroad Contact Information: Jimmy Overbey (859-537-1096) Entry Permit Expires: At Completion of Project.

RAILROAD CONTACTS

(to be provided by Railroad Company)

General Railroad Contact:

Deborah Hawley, Contracts and Real Estate
Specialist
101 R. J. Corman Drive PO Box 788
Nicholasville, KY 40340
(Phone) (859) 881 2499
(Email) djhawley@rjcorman.com

Regional Representative (Roadmaster):

Jimmy Overbey

(Phone) 859-537-1096
(Email) Jimmy.Overbey@RJCorman.com

Insurance contact:

(Phone)
(Email)

Railroad Designer Contact:

Contractor
STV, Inc.

(Phone) 770-452-0797
(Email) George.Zimmerman@STV.com

Railroad Construction Contact:

Contractor

(Phone)
(Email)

KENTUCKY TRANSPORTATION

CABINET CONTACTS *(to be provided by KYTC)*

KYTC Railroad Coordinator:

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

KYTC Construction Procurement Director:

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

KYTC Construction Director:

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



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

Special Note for Bridge Demolition, Renovation and Asbestos Abatement

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

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



COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET
transportation.ky.gov

Andy Beshear
GOVERNOR

Jim Gray
SECRETARY

Asbestos Inspection Report

To: Tim Foreman

District: Central Office

Date: December 3, 2020

Conducted By: O'Dail Lawson

Report Prepared By: O'Dail Lawson

Project and Structure Identification

Project Number: Franklin 05-0805.00

Structure ID: West Broadway Bridge

Structure Location: West Broadway over the Kentucky River

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

Inspection Date: November 10, 2020

Results and Recommendations

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

It is recommended that this report accompany the 10-Day Notice of Intent for Demolition ([DEP7036Form](#)) 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.



Chain of Custody Record

Kentucky Transportation Cabinet

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

O'Dail Lawson o'dail.lawson@ky.gov **Client Information** **KY TRANSPORTATION CABINET**
KYTC **Results Code:**
Address: 200 Mero Street **Frankfort KY**
Phone: 502-782-5020 **Fax:** 502-564-5655 **N/A = Not Applicable**
PO#:

Project ID Franklin Walkway Overpass **Samplers (signature):** *Cherifem*
*old RR overpass
walkway*

Sample ID	Sample Description	Collected		Analysis Requested	Matrix	Color	Cont. Type	Preservative
		Date	Time					
F-1	Large Grey Pipe	11/10/20	9:09	Asbestos bulk	Paper	grey		N/A
F-2	Small black pipe outer				Tape	black		
F-3	Small black pipe inner				Insulation	white		

Relinquished By: _____ **Date/Time:** _____
Received By: *Thompson* **Date/Time:** *11/24/20*
Relinquished By: _____ **Date/Time:** _____
Received at Lab By: _____ **Date/Time:** _____

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

Certification Number: FTC-AIR-031120-00387

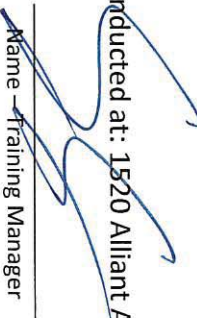
O'Dail Lawson

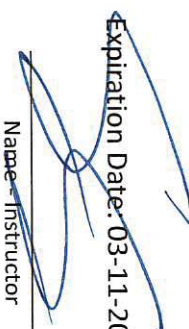
has on 03-11-2020, attended and successfully completed the requirements and passed the examination with a score of 70% of better on the entitled course.

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: 1520 Alliant Ave., Louisville, KY


Name - Training Manager

Expiration Date: 03-11-2021

Name - Instructor



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

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

RIGHT OF WAY CERTIFICATION

<input checked="" type="checkbox"/>	Original	<input type="checkbox"/>	Re-Certification	RIGHT OF WAY CERTIFICATION
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ITEM #	COUNTY	PROJECT # (STATE)	PROJECT # (FEDERAL)
05-805.10	Franklin	954175D	STP 7341 002

PROJECT DESCRIPTION

Demolish Old Broadway Bridge Frankfort

No Additional Right of Way Required

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

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

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

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

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

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

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

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

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

LPA RW Project Manager		Right of Way Supervisor	
Printed Name		Printed Name	
Signature		Signature	
Date		Date	
Right of Way Director		FHWA	
Printed Name	Kelly Divine	Printed Name	
Signature	Digitally signed by Kelly Divine Date: 2024.08.15 13:08:08 -05'00'	Signature	
Date		Date	

UTILITIES AND RAIL CERTIFICATION NOTE

Franklin County
STP 7341002
FD52 037 3506 000-001
Mile point: 0.111 TO 0.150
DEMOLITION OF OLD BROADWAY BRIDGE IN FRANKFORT
ITEM NUMBER: 05-805.10

PROJECT NOTES ON UTILITIES

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

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

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

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

UTILITIES AND RAIL CERTIFICATION NOTE

Franklin County
STP 7341002
FD52 037 3506 000-001
Mile point: 0.111 TO 0.150
DEMOLITION OF OLD BROADWAY BRIDGE IN FRANKFORT
ITEM NUMBER: 05-805.10

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

Windstream Communications, LLC – Telephone

Columbia Gas of Kentucky - Natural Gas

AT&T - KY – Communication

Frankfort Plant Board - CATV

Frankfort Plant Board - Water

Frankfort Sewer Department – Sewer

Frankfort Plant Board - Electric

The existing utilities have been surveyed and are shown on Sheet S02 in the plan set. The overhead utility poles and manholes have been field located. The overhead utility lines are shown on the plans. The underground utility lines have been field located using Quality Level C and D accuracy.

All existing utilities other than the 8" PVC waterline and abandoned gas line on the existing Broadway Bridge will remain in place and shall not be disturbed. Both lines have been surveyed and are shown in the plans.

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

The Frankfort Plant Board – Water currently has an 8-inch PVC line attached to the existing Broadway Bridge. The bridge demolition contractor is responsible for the removal of this waterline as part of the demolition of the bridge. The contractor will need shut off the water to the line before the bridge and waterline is demolished. The bridge demolition contractor is responsible for coordinating this closure with Sharmista Dutta of the Frankfort Plant Board and providing at least seven days' notice prior to the water being turned off. KYTC is currently working with the Board for a temporary waterline connection solution.

Sharmista Dutta, P.E. sdutta@fewpb.com
Director of Water, Frankfort Plant Board
305 Hickory Drive, Frankfort KY 40601
Office: 502-352-4407 Mobile: 502-395-3774

UTILITIES AND RAIL CERTIFICATION NOTE

<p>Franklin County STP 7341002 FD52 037 3506 000-001 Mile point: 0.111 TO 0.150 DEMOLITION OF OLD BROADWAY BRIDGE IN FRANKFORT ITEM NUMBER: 05-805.10</p>

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

Columbia Gas of Kentucky—Natural Gas has an abandoned gas line attached to the existing Broadway Bridge. The bridge demolition contractor is responsible for the removal of this line as part of the demolition of the bridge. The contractor must coordinate the removal of the gas line with the representative listed below in the AREA FACILITY OWNER CONTACT LIST.

RAIL COMPANIES HAVE FACILITIES IN CONJUNCTION WITH THIS PROJECT AS NOTED

No Rail Involvement Rail Involved Rail Adjacent

See the Special Notes for Protection of Railroad Interests.

UTILITIES AND RAIL CERTIFICATION NOTE

Franklin County
STP 7341002
FD52 037 3506 000-001
Mile point: 0.111 TO 0.150
DEMOLITION OF OLD BROADWAY BRIDGE IN FRANKFORT
ITEM NUMBER: 05-805.10

AREA FACILITY OWNER CONTACT LIST

Facility Owner	Address	Contact Name	Phone	Email
Columbia Gas of Kentucky - Natural Gas	PO Box 14241 Lexington KY 40512	David Lemons	8592880249	DNLemons@nisource.com
AT&T - KY - Communication	894 E. Main St. Ext. Georgetown KY 40324	Frank Ambrose	8597538377	fa2207@att.com
CSX Transportation, Inc. - Railroad	4802 Decoursey Pike Taylor Mill KY 41015	Brad Armstrong	5138531221	Brad_Armstrong@CSX.com
Frankfort Plant Board - CATV	151 Flynn Ave. Frankfort KY 40601	Mike Harrod	5023524312	mikeharrod@fewpb.com
Frankfort Plant Board - Electric	P O Box 308 Frankfort KY 40601	Jim Carter	5023524401	JCarter@FEWPB.com
Frankfort Plant Board - Water	P O Box 308 Frankfort KY 40601	David Billings	5023524468	DBillings@FEWPB.com
Frankfort Sewer Department - Sewer	1200 Kentucky Ave. Frankfort KY 40601	William Scalf	5028752448	WScalf@Frankfort.ky.gov
RJ Corman Railroad Company/Central Kentucky Lines - Railroad	101 R. J. Corman Drive Nicholasville KY 40340	Deborah Hawley	8598812499	djhawley@rjcorman.com
Windstream Communications, LLC - Telephone	111 S. Main St Elizabethtown KY 42701	James Galvin	2707651818	james.galvin@windstream.net



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CATEGORICAL EXCLUSION DETERMINATION

TC 58-48
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1. PROJECT SUMMARY

Item #: 5- 805.10	Project Sponsor: KYTC
Route(s): KY 5036 West Broadway Bridge	County: Franklin
Project Description: The purpose of the project is to implement a long-term solution to address deteriorating structural conditions, as well as safety concerns for pedestrians and boaters who travel beneath the W. Broadway Bridge. Since its closure to traffic in 1993, there has been interest in re-opening the bridge as a bike/pedestrian path. Due to debris falling from the structure, the bridge currently poses safety concerns for pedestrians in River View Park and on River View Trail and for boaters on the Kentucky River.	

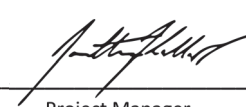
2. ENVIRONMENTAL DETERMINATION

Functional Area	Determination	Comments/Commitments/Mitigation
Public and Resource Agency Controversy	No	Effects to historic properties minimized; some support for "demolition only" due to cost
Total acreage of fee simple ROW	0.0	No new ROW needed. Temporary easement
Number of Total Relocations	0	No relocations involved
Environmental Justice Impacts	No	EJ communities should benefit from improved connectivity and an enhanced multimodal network
Section 106: Architectural Historic	No Adverse Effect <input checked="" type="checkbox"/>	No Adverse Effect provide that main span is rehabilitated and re-used in a pedestrian crossing
Section 106: Archaeological Resources	No Effect	No archaeological sites identified
Section 4(f)	De minimis	Impacts to River View Park are temporary and minor (No Use). De Minimis for NAE to historic properties.
Section 6(f)	No 6(f) Properties	No Section 6(f) resources in area
Noise	Not a Type I	Multiuse Path project; not a Type I
Air Quality Impacts	No	FY 2021 - 2024, STIP Mod 2021.324
Hazardous Materials Impacts	No	Possible lead based paint.. Contractor to provide Debris Management Plan.
Section 7: T&E Species	Likely to Adversely Affect <input checked="" type="checkbox"/>	No mussels found during survey; Plants = No Effect; Bats addressed programmatically (LTAA)
Anticipated Feet of Stream Impacts	290'	The width of the KY River at normal pool is reported; demolition activities will occur along this entire length
Anticipated Acreage of Wetland Impacts	0	No wetlands identified in area
Anticipated Permits	Yes <input checked="" type="checkbox"/>	USACE Sec 404 and Sec 10; KDOW Sec 401 IWQC and KYR10 Stormwater; USCG for bridge construction
Other:		
Other:		
Other:		

Based on the criteria listed above, in review of the most recent Categorical Exclusion Agreement between KYTC and FHWA, the subject project is determined to be considered a Categorical Exclusion, Level 1.

3. ENVIRONMENTAL DOCUMENT APPROVAL

Based on the information obtained during the environmental review process and included as attachments to this form, the project is determined to be a Categorical Exclusion under 23 CFR part 771 pursuant to the National Environmental Policy Act and complies with all other applicable environmental laws, regulations, and Executive Orders. The project action does not individually or cumulatively have a significant effect on the natural and human environment.

_____	_____		8.14.24
District Environmental Coordinator	Date	Project Manager	Date
_____	_____	Daniel R Peake	8/14/2024
Environmental Project Manager	Date	Director of Environmental Analysis	Date
_____	_____	_____	_____
Recommended by FHWA	Date	Federal Highway Administration	Date



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Public Involvement/Agency Coordination.....Appendix B
Cultural Historic Review.....Appendix C
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5. ENVIRONMENTAL MITGATION/COMMITMENTS/COMMENTS

The following permits will be submitted and authorization secured prior to demolition: KY Division of Water Section 401 Individual Water Quality Certification and KYR10 Stormwater Construction Permit; US Army Corps of Engineers Section 404 Nationwide #14 and Section 10 Rivers and Harbors Act. Similar permitting requirements will apply for construction of the new bridge, though a Letter of Permission may be required from the USACE if impacts exceed that allowed under the Nationwide #14 permit.

US Coast Guard approval will be secured for the demolition plan prior to construction. A USCG permit will be required prior to construction of the new pedestrian bridge.

The inclusion of the main navigational truss span into a new pedestrian crossing is a condition of the No Adverse Effect determination by the SHPO. Should that not occur as planned, consultation with have to be re-opened to address an adverse effect.

Section 7 consultation is being conducted under emergency provisions for the demolition phase of the project. Approval to proceed will be secured prior to demolition. A BA will be prepared prior to initiating the construction of the pedestrian bridge. Impacts to 0.39 acres of Indiana bat summer roosting habitat will be mitigated through procedures detailed in the *2020 Programmatic Biological Opinion: Effects of Transportation Projects in Kentucky on the Indiana Bat and Gray Bat*. The project will adhere to gray bat minimization measures detailed in the BO. (continued on Attachment 5A)

6. Project Termini

Project Length: 0.1 mile(s)	Project Termini: MP 0.111 to 0.115
------------------------------------	---

Termini Description:

The Kentucky Transportation Cabinet's (KYTC) 2016 Six-Year Highway Plan identified a project (5-805) described as DEMOLITION OF THE CLOSED ROADWAY SECTION OF THE BROADWAY BRIDGE IN FRANKFORT, KENTUCKY. The project was included with the same description in the 2018 SYP but was not included in the 2020 plan. The project description was modified in the 2022 plan to CONSTRUCT NEW PEDESTRIAN BRIDGE AT LOCATION OF OLD BROADWAY BRIDGE IN FRANKFORT.

7. Roadway Conditions and Setting

Existing Functional Classification: Urban Local		Terrain: Level
Current Year ADT: NA	Design Year ADT: NA	Existing Number of Lanes: 2
Existing Bike Accommodations: No	Existing Sidewalks: No	Proposed Number of Lanes: MUP

Include any additional information to describe the roadway condition and setting:

Due to concerns with structural integrity, weight limits were imposed on the the Broadway Bridge in 1977. A more restrictive weight limit was imposed in 1991 due to further structural deterioration. In 1993 the bridge was closed to vehicular traffic and subsequently closed to pedestrian and bike traffic. Since its closure, the bridge has received no maintenance and has further deteriorated. In 1997, the City of Frankfort funded a study to identify what would be required to re-open the crossing for pedestrian and bicycles. In 2019, KYTC funded an in-depth inspection of the bridge that concluded that the bridge was in imminent failure condition.



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Attachment 5A. Environmental Mitigation/Commitments/Comments

If paint is encountered, the contractor will be required to prepare a Debris Management Plan that will detail the proposed methods for control and capture of debris to minimize impacts to the Kentucky River from lead-based paint and other contaminants.

The contractor will be required to submit a 10-Day Notice of Intent for Demolition ([DEP7036Form](#)) to the Kentucky Division of Air Quality prior to demolition.

Minimization measure to be implemented at River View Park include:

- Any disturbance within the temporary easement or damage to River View Trail resulting from the Contractor's ingress/egress to the bridge site shall be repaired and returned to its preconstruction condition or better.
- The use of the trail corridor for equipment access shall be only as is necessary to mobilize and demobilize equipment to the site. The trail corridor shall not be used by motorized equipment or vehicles for routine access by workers to the job site.
- To minimize the closure period for the trail, the removal of the span over the trail will be prioritized following removal of the span over the river necessary to re-open the river to boat traffic.
- Once the overhead bridge span is removed, access to River View Trail shall be maintained at all times, except for the time needed to temporarily occupy the property, which shall be less than the time needed for construction of the project;
- Appropriate signage shall be installed to alert users of construction activities, access restrictions or closures, and to direct users to secondary access points; and,
- The contractor shall be required to closely coordinate the construction schedule with KYTC and the City of Frankfort prior to the start of construction activities.



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8. Purpose and Need

The purpose of the project is to implement a long-term solution to address deteriorating structural conditions, as well as safety concerns for pedestrians and boaters who travel beneath the W. Broadway Bridge. Since its closure to traffic in 1993, there has been interest in re-opening the bridge as a bike/pedestrian path. Following an in-depth inspection 2019, a *Bridge Conversion Feasibility Study, Broadway Street (KY 3506) over Kentucky River, August 2019* was completed to document the condition of the bridge and developed concepts and cost estimates for converting the bridge into a multi-use bike and pedestrian path. The study concluded that the bridge is in "imminent" failure condition with a rating of 1 out of 9 according to the Federal Highway Administration's rating guidelines. The rating reflects the major deterioration and section loss on major structural components, as well as the fact that the bridge is currently closed.

Despite the bridge having been closed to traffic for more than 30 years, planning efforts by the City of Frankfort have continued to incorporate a rehabilitated bridge crossing as part of its vision for the downtown. The *2016 Frankfort & Franklin County Pedestrian & Bicycle Master Plan* identified the re-opening of a bicycle and pedestrian crossing at the bridge as Priority 4A (are not as critical but still of interest). The *2018 Downtown Master Plan* discusses improvements to the pedestrian/bike trail system to make it less fragmented and easier to use. The first recommendation identified for system improvement is "Foremost is renovation and reuse of the Broadway into a pedestrian/bike facility." The figure below, copied from the Master Plan depicts the City's concept for development of a continuous trail system throughout the downtown area, and beyond.



Downtown Frankfort Continuous Trail System

Due to debris falling from the structure, the bridge currently poses safety concerns for pedestrians in River View Park on River View Trail and boaters on the Kentucky River. This condition was exacerbated with the collapse of a section of the sidewalk over the south bank of the crossing adjacent to River View Park on August 4, 2024. For public safety, the river was subsequently closed by the US Coast Guard and Riverview Trail was closed by the City of Frankfort.



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9. Preferred Alternative Description and Analysis

During project development, alternatives were considered that ranged from complete demolition, demolition with a new pedestrian crossing, total rehabilitation of the structure, as well as several hybrid approaches. Ultimately Alternative 4b was identified as the Preferred Alternative. A summary of the alternatives considered and figures depicting the alternatives are presented in the pages that follow.

No Build Alternative

The No Build Alternative, or No Action Alternative, would not address the purpose of the project, which is to implement a long-term solution to address the closed and failing structure. The No Build Alternative was dismissed from further consideration because it does not meet the purpose and need of the project.

Alternative 1 - Demolition

With the exception of the pier and abutments that are shared with the railroad or function in conjunction with the floodwall, the entire bridge and substructure would be removed. In-water piers would be removed to the mudline; on-shore piers would be removed to below grade (see **Figure 3.**)

Alternative 2 - Complete Rehabilitation

This alternative would include rehabilitation of the structure in conformance with the Secretary of Interior's Standards. The main navigational truss span and all approach spans would be rehabilitated, blast cleaned, and painted. The bridge deck, sidewalk, and floorbeam overhangs would be removed. The bridge would remain on its existing alignment and all supporting piers would be rehabilitated to maintain their historic integrity. A 12-foot wide concrete path would be constructed (see **Figure 4.**)

Alternative 3 - Demolition and New Bridge Construction

This alternative would include the demolition aspects described for Alternative 1 but would also construct a new pedestrian bridge. The new construction would be sufficiently separated (35-40 feet) from the existing bridge to minimize any influence between existing and new foundations, but could be farther removed. The bridge would consist of approaches and a 170' main span with a 12-foot wide concrete path, all constructed on new substructures and foundations (see **Figure 5.**)

Alternative 4a

This alternative would include rehabilitation of the main navigational truss span as well as blast cleaning and painting of the truss' steel components. All existing approach spans would be removed. New approach spans would be used to support a 12-foot wide concrete path. The bridge would remain on its existing alignment. Pier 5 would be encased in a reinforced concrete collar down to bedrock and Pier 6 encased to below the waterline. Other substructures and foundations would be new. Piers not considered to be long-term safety concerns could remain in place, if desired, or be removed. Removal of the pier that is shared with the adjacent railroad is not an option (see **Figure 6.**)

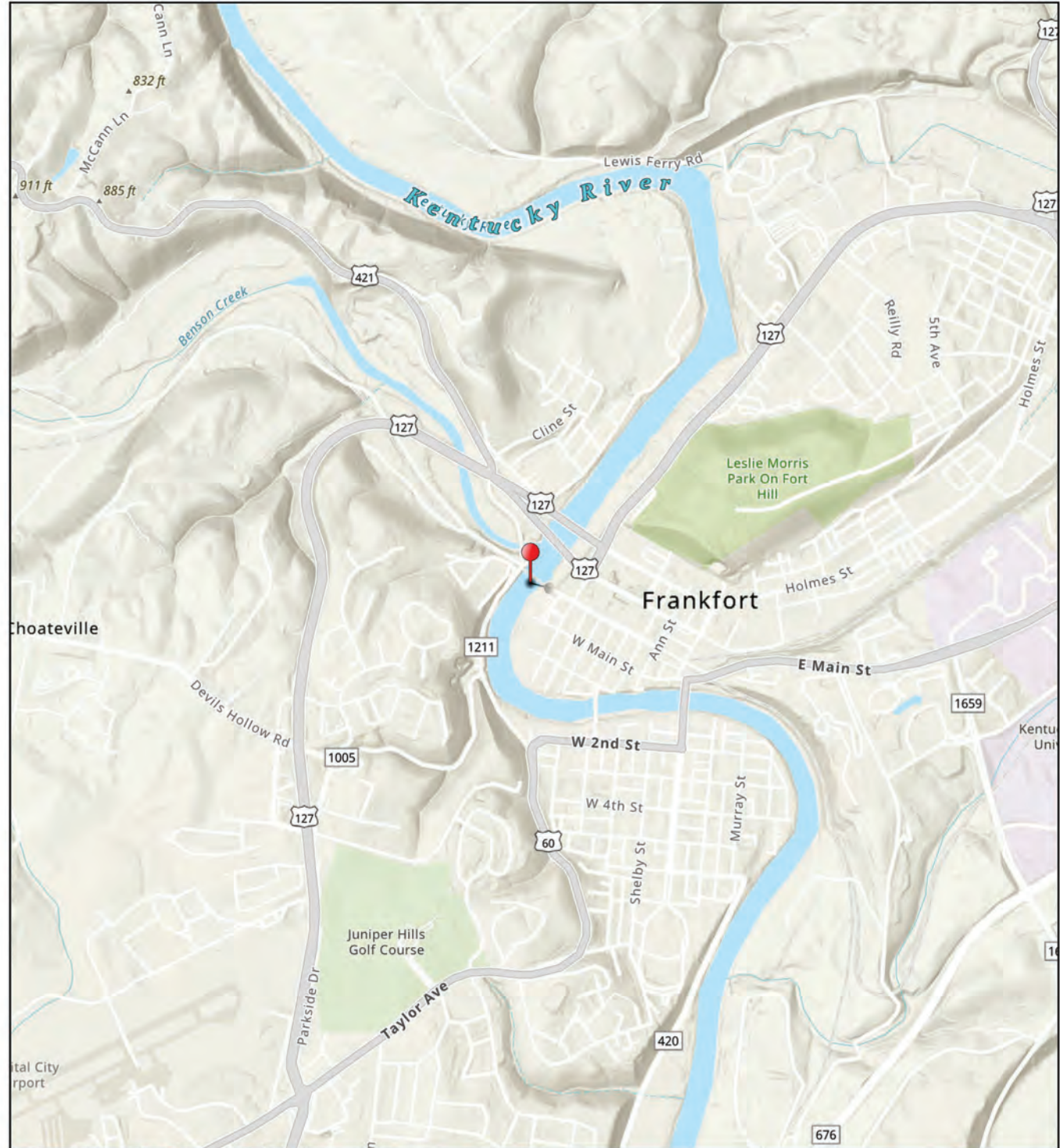
Alternative 4b (PREFERRED ALTERNATIVE)

This alternative is similar to Alternative 4a but would be constructed 35-40' downstream of the bridge's existing alignment. The work would include rehabilitation of the main navigational truss span as well as blast cleaning and painting of the truss' steel components. All existing approach spans would be removed. New approach spans would be used to support a 12-foot wide concrete path. The new approach spans would be angled to terminate at the location of the existing abutments. All substructures and foundations would be new. Pier #5 (stacked stone pier) would be removed due to stability concerns and potential safety considerations for river navigation and boaters. Other piers not considered to be long-term safety concerns could remain in place, if desired, or be removed. Removal of the pier that is shared with the adjacent railroad is not an option (see **Figure 7.**)



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Vicinity Map
W. Broadway Bridge
Frankfort, KY
KYTC Item No. 5-805

Credits: Esri World Topographic Map
Coordinate System: NAD 1983 StatePlane Kentucky FIPS 1600 Feet

N

TEAM KENTUCKY.
TRANSPORTATION CABINET

0 1,000 2,000
Feet

Palmer
ENGINEERING

Figure 1. Vicinity Map



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Location Map
W. Broadway Bridge
Frankfort, KY
KYTC Item No. 5-805

Credits: KyFromAbove Partners
Coordinate System: NAD 1983 StatePlane Kentucky FIPS 1600 Feet

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0 150 300
Feet

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Figure 2. Location Map



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Figure 3. Alternative 1 - Demolition



Figure 4. Alternative 2 - Complete Rehabilitation



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Figure 5. Alternative 3 – Demolition and New Bridge Construction



Figure 6. Alternative 4a – Rehabilitation of Main Truss with New Approaches on Existing Alignment



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Figure 7. Alternative 4b – Rehabilitation of Main Truss with New Approaches and Substructure Shifted Slightly Downstream

Preferred Alternative

The alternatives were considered at a Preliminary Line and Grade Meeting held on December 21, 2023. KYTC has committed \$3.5M and the City of Frankfort has committed \$2.0M to the project. Any costs over the committed funds must be borne by the City. Alternative 1 would also be considered an Adverse Effect to historic properties and a use requiring a Section 4(f) Statement. With the strong desire by the City to re-open the crossing and willingness to make every effort to address the need for additional funding, Alternative 1 (Demolition) was eliminated. That decision is contingent on the City addressing the gap between committed and required funds.

Alternative 2 (Complete Rehabilitation) would avoid adverse effects to historic properties but was eliminated due to excessive costs that were several million dollars more than other available options.

Though potentially the least expensive alternative, Alternative 3 (Demolition + New Bridge) would adversely affect historic properties and require a Section 4(f) Statement. Public comments and Consulting Party input both highly favored an alternative that would preserve the historic bridge and incorporate it into the project.

Several engineering factors that would complicate the construction were considered for Alternative 4a (Rehabilitated main truss with new approach spans on existing alignment). Encasing the existing foundations at piers #5 and #6 and stabilizing the foundation beneath Pier #5 would be costly, resulting in an estimated project cost of \$10.1M. These piers have served well over time but the integrity of the foundations beneath them is uncertain. Constructing a new bridge on these piers has greater risk than constructing new foundations. By rehabilitating the main truss and incorporating it into the project, the alternative would have No Adverse Effect on historic properties and no Section 4(f) use.

(continued)



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Attachment 9A. Preferred Alternative Description and Analysis (cont)

Alternative 4b (Rehabilitated main truss with new approaches on new alignment) would avoid the costly foundation issues associated with Alternative 4a. By rehabilitating the main truss and incorporating it into the project, the alternative would have No Adverse Effect on historic properties and no Section 4(f) use. The estimated cost to construct Alternative 4b is \$7.2M.

Alternative 4b represents a hybrid solution of blending the existing main truss with new construction to achieve an affordable solution that would also avoid adverse effects to historic properties. Alternative 4b was preferred nearly twice as often as any other alternative by the public based on comments provided at the November 16, 2023 Public Meeting. Alternative 4b was identified at the PL&G Meeting as the Preferred Alternative, contingent upon the City of Frankfort finding a solution to the funding gap that exists between committed funds and estimated construction costs.



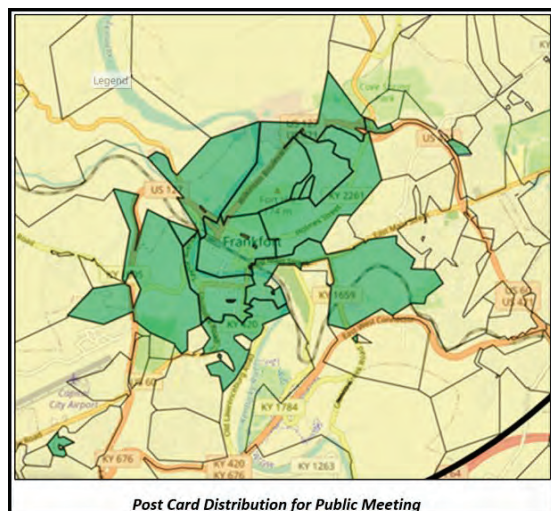
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10. Comments and Coordination

A) Include the type of public, local government, and/or property owner outreach and summarize the type of comments received:



The project was initiated in 2019 just before the onset of COVID 19. When planning began for an informational meeting to introduce area residents to the project and seek input, restrictions on gatherings and social distancing protocols were in full effect. A public meeting using Zoom was conducted on October 27, 2020, one of the first of its kind to be held for a KYTC project (see Appendix B). The meeting was well-publicized using variable message boards, newspaper notices, mailing more than 4,200 postcards announcing the meeting, and using City, County and District 5 social media websites and email address lists. A project website was also established for the sharing of project information ([Franklin County: West Broadway Bridge - Project 05-805 | KYTC](#)).

More than 170 people attended the meeting. The exchange of information was intense with nearly 150 documented questions having been submitted and answered during the meeting. Additional comments and questions were submitted following the meeting.

B) Was there controversy on the project? Yes No

C) If yes, describe the controversy and indicate if there is additional work needed to resolve all public, local government, and/or property owners' concerns.

The two primary concerns that were voiced during project development were related to cost (benefit of expending public funds on the deteriorated structure) and maintaining the historic character of the bridge as part of the crossing. A small minority of people considered the project a waste of tax-payer money. A robust Section 106 Consultation process heard many with historic preservation interests express their concerns that loss of the bridge would adversely affect the downtown Frankfort Historic District. The State Historic Preservation Office has concurred with a determination of No Adverse Effect for the Selected Alternative

11. Right-of-Way

A) Does the project require the acquisition of right-of-way? Yes No

B) Indicate right-of-way impacts in acreages for each type below.

Fee Simple: Temporary Easement: 0.13 ac Permanent Easement:

C) Have any conservation easements been identified? Yes No

D) Are relocations required? Yes No

Number of Residential Relocations: 0 Number of Business Relocations: 0

Are suitable properties available for relocation? Yes No

E) Describe the right-of-way impacts.

A temporary easement (0.13 acres) is needed north of the bridge on the east bank within River View Park. The only park improvement in the impact area is River View Trail. In addition to the section of trail beneath the bridge, the trail may be impacted within the temporary easement area by construction equipment. Consultation has occurred with the City and appropriate minimization measures have been incorporated into the project to address repair of any areas within the park that are disturbed by the construction (see Section 20 - Section 4(f).)



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Attachment 10A. Public Involvement

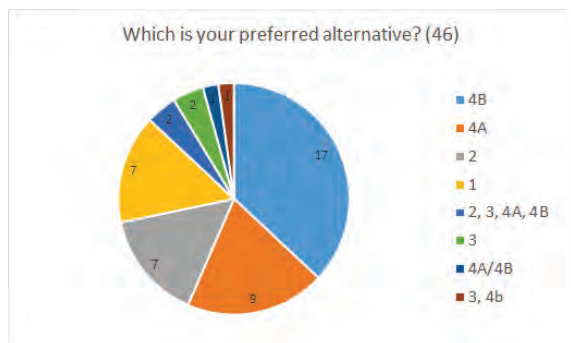
Generally, the comments were favorable toward identifying a way of saving the bridge for use in a pedestrian crossing. Doing so was cited as promoting a more healthy community and re-connecting Bellepoint and Buttimer Hill to the downtown. Funding sources were discussed and many expressed support for seeking grants or other sources to fund the project. The project becoming an attraction for tourism and a venue for community events was also mentioned.

There were, however, some detractors who suggested that use would be limited without a destination (restaurants, shops, etc.) west of the river. Some also questioned whether the investment in the project should be a priority of the City over other needs such as an indoor swimming facility. Others recognized the safety concern presented by falling debris and recommended immediate demolition. A copy of the Meeting Summary is provided in Appendix B.

Coordination with City continued following the meeting but the project stalled when there was no obvious solution to the funding gap between a demolition project that had committee funding from KYTC and a rehabilitation or new pedestrian crossing. Two additional alternatives were developed that were less costly while preserving the main navigational truss. These alternatives, as well as the other alternatives discussed in the first public meeting, were presented at an in-person meeting November 16, 2023. There were 53 people in attendance at the meeting.

The meeting was conducted using an informal format with display boards showing the alternatives and providing additional project information such as cost and schedule. Questionnaires were provided to all attendees and the questions were posted on the project website, along with other meeting materials. Notification of the availability of the information on-line was disseminated through the project email list, City and County email lists, and City, County and District 5 social media accounts. After compiling both written and questionnaires submitted online, 55 responses were received.

Nearly all (41 of 43) of the respondents indicated that they walk or bike on one of the existing downtown bridges with 2/3 of those using the bridges for recreational purposes. Most (30 of 50) said that they visited River View Park at least once per month and 2/3 stating that they would visit more often if a cross river trail connection existed. Nearly 57% of the respondents said that if a river crossing were available, their visits to River View Park would be at least once per week with 90% of those people identifying recreation as their reason for visiting.



Either of the two newly presented alternatives (4a and 4b) were preferred (57%) to the alternatives presented in 2020 with Alternative 4b preferred nearly twice as often as Alternative 4a. Total rehabilitation of the bridge and complete demolition without rebuilding were equally identified by respondents (7 each of 46) representing 15% of the responses for each of these alternatives.



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12. Economic Impacts

A) Will the project have beneficial and/or negative economic impacts on the regional and/or local economy, such as effects on development, tax revenues and public expenditures, employment opportunities, accessibility, and retail sales?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
--	---	-----------------------------

B) Describe both positive and negative impacts anticipated as a result of the proposed project.

The project would improve connectivity across the river, connecting people north of the river with downtown jobs. The rehabilitated historic truss is expected to be a potential tourist opportunity that could be promoted as a downtown attraction. It is also envisioned to be used extensively during special events. The addition of the connection is expected to attract recreational users to the area, which should benefit surrounding businesses.

13. Business Impacts

A) Will the project affect established businesses or business districts?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
---	---	-----------------------------

B) Describe both positive and negative impacts anticipated as a result of the proposed project.

The opening of a bike and pedestrian crossing would improve connectivity of residential areas north of the river with downtown businesses. That connection would also provide improved access for residents of Buttimer Hill, Taylor Avenue and Bellepoint to job opportunities in the downtown area.

14. Farmland Impacts

A) Will the project affect prime farmlands?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
--	------------------------------	--

B) Describe both positive and negative impacts anticipated as a result of the proposed project. If applicable, include a brief description of the FPPA ratings and information.

The project is located in a highly urbanized area. There would be no impacts to prime farmlands from the project.



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15. Social Impacts

A) Will the project affect neighborhoods or community cohesion for various social groups?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
B) Will the project affect travel patterns and accessibility (e.g. vehicular, commuter, bicycle, or pedestrian)?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
C) Will the project affect school districts, churches, businesses, police or fire departments, etc.?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
D) Will the project affect elderly, handicapped, non-drivers, or transit-dependent?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

E) Describe both positive and negative impacts anticipated as a result of the proposed project.

Cross-river bicycle and pedestrian traffic is limited on the East-West Connector bridge, which provides a 3-4 foot path. At this width, two directional traffic is limited. Bicycles on the bridge are forced to walk their bikes across the bridge or dismounting when a pedestrian or other biker approaches from the opposite direction. This is a particularly difficult crossing for wheelchairs for this reason. Wheelchair access on the southern end of the bridge can also be limited at times when the elevator between the bridge and street level is inoperable. The addition of a new crossing will eliminate these barriers to multi-modal cross-river connectivity and provide an improved ADA compliant facility.

16. Environmental Justice

A) Will the project have disproportionately high and adverse human health or environmental effects on minorities or low-income populations?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
--	------------------------------	--

B) Describe both positive and negative impacts anticipated as a result of the proposed project.

No potential environmental justice impacts are anticipated as a result of the proposed project. The project is expected to provide benefits for residents, employers, and employees in the project area. No businesses, community resources or other facilities that provide services for environmental justice populations would be affected. A review of census data for Franklin County shows that there is a small minority population (9.5% being nonwhite) and a poverty rate of 15.7%. For a summary of area demographics, see Attachment 16A. Re-opening of a pedestrian and bicycle crossing is anticipated to improve connectivity to downtown jobs and and accessibility to services for low income populations in residential areas north of the river. The proposed construction of a pedestrian bridge, re-using the existing historic truss and demolishing the remainder of the bridge, would not have any disproportionate or adverse effects on minority or low-income populations. It is not anticipated that any neighborhoods, communities, or community resources used by under-served populations would be disproportionately or adversely impacted.

17. Local Land Use and Transportation Plan

A) Is there a local land use and/or local transportation plan?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
B) Is the project consistent with the local land use plan?	NA <input type="checkbox"/>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
C) Is the project consistent with the local transportation plan?	NA <input type="checkbox"/>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

D) Describe the consistencies and inconsistencies with the local land use and transportation plans.

The desire to bring the bridge back into service is documented in both Frankfort’s Downtown Master Plan (2018) and City of Frankfort & Franklin County Pedestrian & Bicycle Master Plan (2016). The Pedestrian and Bicycle Plan lists replacement of the old bridge as priority 4A: are not as critical but still of interest. The Downtown Master Plan discusses improvements to the pedestrian/bike trail system to make it less fragmented and easier to use. The first recommendation to improve the system is, “Foremost is renovation and reuse of the Broadway into a pedestrian/bike facility.”

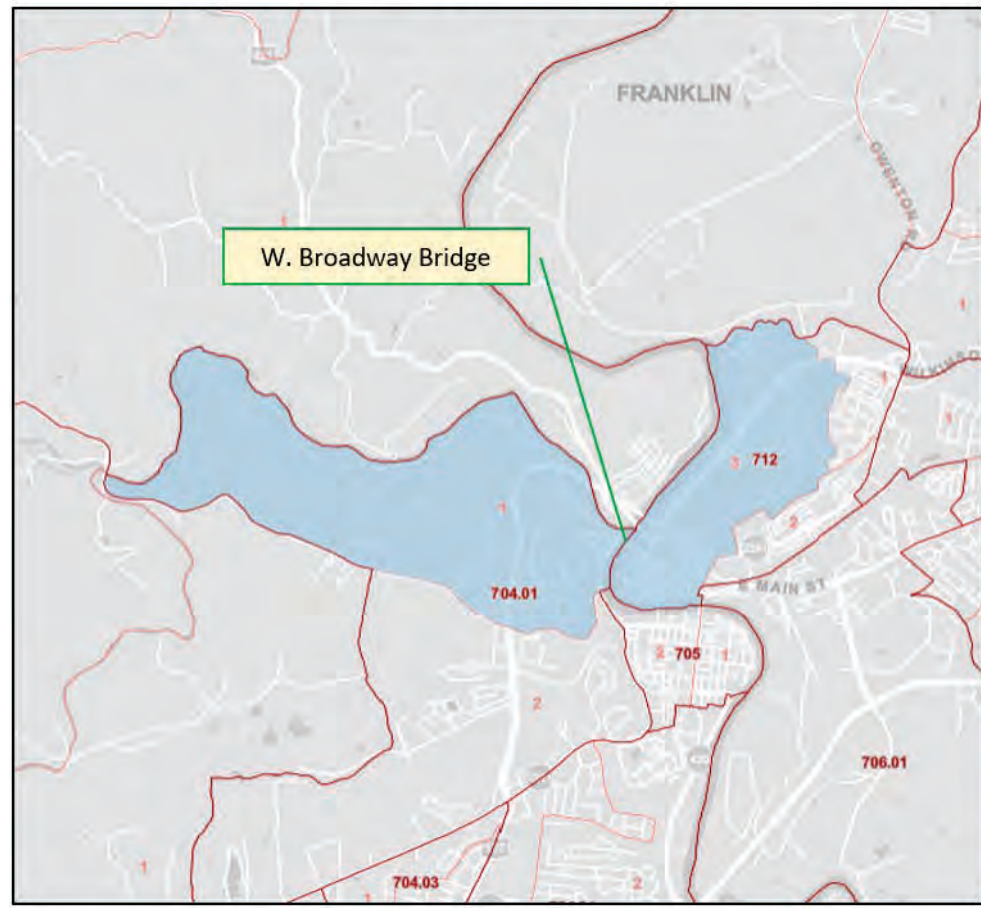


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Attachment 16A. P2 - Environmental Justice;

Area Census Data



Census Data	
W. Broadway Bridge	
KYTC Item No 5-805	
Minority Population	
CT 704.01 BG 1	34.8%
CT 712 BG 3	45.4%
Low income Population	
CT 704.01 BG 1	12.0%
CT 712 BG 3	39.8%
Hshlds w/ No Vehicle	
CT 704.01 BG 1	0.0%
CT 712 BG 3	34.1%
Hshlds w/ Disabled	
CT 704.01 BG 1	29.4%
CT 712 BG 3	34.1%
Age ≥65	
CT 704.01 BG 1	7.3%
CT 712 BG 3	3.5%



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18. Section 106: Architectural Historic Resources

A) Were any sites identified as eligible or potentially eligible for the National Register of Historic Places identified in the view shed of the project? Yes No

B) What was the determination of effect from the proposed project?
No Effect No Adverse Effect Adverse Effect

C) Discuss the analysis completed and any additional efforts required.
See Attachment 18A

19. Section 106: Archaeological Resources

A) Were any sites identified as eligible or potentially eligible for the National Register of Historic Places identified within the project area? Yes No

B) What was the determination of effect from the proposed project?
No Effect No Adverse Effect Adverse Effect Undetermined/Deferred

C) Discuss the analysis completed and any additional efforts required.
In October 2020, a Phase I Archaeological Survey of the area was conducted. The survey investigated all areas that would potentially be disturbed by implementing the project, including the potential for below-water resources in the Kentucky River. A pedestrian reconnaissance was conducted on the shores at each end of the bridge and along and to the top of bank on the south side of the river in anticipation that construction equipment may access the area through River View Park. Multibeam sounding and side-scan sonar were used to investigate the Kentucky river.

The survey did not identify any archaeological sites. A report titled *Phase I Cultural Resources Investigation for the Assessment of the Broadway Bridge over the Kentucky River in Frankfort, Franklin County, Kentucky (Item No. 5-805)* concluded that the project would have no Effect to Historic Properties was presented to SHPO for concurrence. By Letter dated March 22, 2021, SHPO concurred with the recommendations.

E) Is Native American Consultation required? Yes No

F) Summarize any comments received during NAC, and if there was a tribal request for additional consultation.
No archaeological sites were identified through surveying efforts, therefore, consultation with the Tribes is not necessary.



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Attachment 18A. Historic Properties

In September 2020, Palmer's cultural-historic staff surveyed the W. Broadway Bridge and a 500-foot buffer surrounding the bridge defined as the area of potential effect (APE). The APE intersects the NRHP-listed Central Frankfort National Historic District to the southeast. The W. Broadway Bridge (FRF-27) was determined eligible by the Keeper for listing on the National Register of Historic Places (NRHP) in 1982.

Within the APE, 38 properties were surveyed, 23 of which have been previously recorded. Of those recorded properties, 17 are NRHP-listed contributing resources in the Central Frankfort National Historic District, and four are non-contributing resources in that district. As mentioned above, the W. Broadway Bridge was previously determined eligible for listing in the NRHP by the Keeper. As a result of the current survey, the following recommendations were made: One previously surveyed site, FS 24 (FRF-13) is recommended eligible for the NRHP. Fifteen previously undocumented historic resources were surveyed within the APE; four of those sites are recommended as eligible for listing in the NRHP.

The demolition of the W. Broadway Bridge (Alternative 1) would have an **Adverse Effect** on the W. Broadway Bridge and the Central Frankfort National Historic District. Demolition would not impact any of the other eligible or determined eligible historic resources within the APE.

A bridge rehabilitation (Alternative 2) for use as a pedestrian/bikeway would have **No Adverse Effect** on the W. Broadway Bridge and the Central Frankfort National Historic District, and **No Adverse Effect** on other individually eligible resources within the APE provided that the Kentucky Heritage Council/State Historic Preservation Office SHPO is consulted throughout the design process and the Secretary of the Interior's Standards for Rehabilitation are followed, as appropriate.

Demolition of the existing bridge and constructing a new pedestrian/bikeway (Alternative 3) would have an **Adverse Effect** on the W. Broadway Bridge. Provided that the SHPO is involved with the design of a new pedestrian bridge, and all of the construction activities are monitored, a new construction alternative would have **No Adverse Effect** on the Central Frankfort National Historic District or the other individually eligible resources within the APE.

Rehabilitation of the main truss, concrete encasement of piers #5 and #6, and construction of new approaches on otherwise new substructure on the existing alignment (Alternative 4a) for use as a pedestrian/bikeway would have **No Adverse Effect** on the W. Broadway Bridge, the Central Frankfort National Historic District, and the railroad bridge, and would have **No Adverse Effect** on other individually eligible resources within the APE.

Rehabilitation of the main truss, removal of pier #5, and construction of new approaches on new substructure shifted slightly downstream of the current alignment (Alternative 4b) for use as a pedestrian/bikeway would have **No Adverse Effect** on the W. Broadway Bridge, the Central Frankfort National Historic District, and the railroad bridge, and would have **No Adverse Effect** on other individually eligible resources.

The findings of the survey were compiled into a report titled *Cultural-Historic Survey for the West Broadway Bridge, Frankfort, Franklin County, Kentucky, KHC Project No. FY 21-4093, KYTC Item No. 5-805.*

(Continued)



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Attachment 18A; P2 - Historic Properties

Historic Resource	KHC Site No.	Construct Multiuse Bike and Pedestrian Path (12'wide)				
		Alt. 1 - Demolition	Alt. 2 - Rehabilitation	Alt. 3 - New Construction	Alt 4a – Partial Rehab Existing Alignment	Alt 4b – Partial Rehab New Alignment
FS 1 – W. Broadway Bridge	FRF-27	Adverse Effect	No Adverse Effect	Adverse Effect	No Adverse Effect	No Adverse Effect
FS 36 – Railroad Bridge across Kentucky River	FRF-572	No Adverse Effect	No Adverse Effect	No Adverse Effect	No Adverse Effect	No Adverse Effect
FS 23 – Concrete Bridge	FRF-562	No Adverse Effect	No Adverse Effect	No Adverse Effect	No Adverse Effect	No Adverse Effect
FS 24 – Double Intersection Pratt Truss Bridge over Benson Creek	FRF-13	No Adverse Effect	No Adverse Effect	No Adverse Effect	No Adverse Effect	No Adverse Effect
Central Frankfort National Historic District	See below *	Adverse Effect	No Adverse Effect	No Adverse Effect	No Adverse Effect	No Adverse Effect
FS 21 – House at 101 Curator Ct.	FRF-560	No Adverse Effect	No Adverse Effect	No Adverse Effect	No Adverse Effect	No Adverse Effect
FS 25 – House at 203 Glass Ave.	FRF-563	No Adverse Effect	No Adverse Effect	No Adverse Effect	No Adverse Effect	No Adverse Effect
FS 37 – Stone Steps	FRF-573	No Adverse Effect	No Adverse Effect	No Adverse Effect	No Adverse Effect	No Adverse Effect
* FRFC-40, FRFC-39, FRFC-38, FRFC-37, FRFC-36, FRFC-35, FRFC-44, FRFC-45, FRFC-46, FRFC-43, FRFC-48, FRFC-64, FRFC-65, FRFC-66, FRFC-34, FRFC-28, FRFC-27, FRF-27, and FRF-572						

The Section 106 consultation included opportunity for those interested in historic preservation to provide review and comment of the developing project as Consulting Parties. In addition to the State Historic Preservation Office, letters of invitation were sent to local officials and historic preservation organizations offering opportunity to participate. The opportunity was also advertised in public meeting materials, public meeting notifications, and on the project website. In addition to the SHPO, 40 interested parties representing both public and private interests participated as Consulting Parties. A list of the Consulting Parties is provided in Appendix C.

Consulting Parties were gathered for three meetings (November 9, 2020; February 5, 2021; November 14, 2023) to seek input on historic property information developed for the project including properties identified as listed in or eligible for listing in the National Register of Historic Places. Copies of the Meeting minutes and presentation materials discussed at the meeting are available in Appendix C. The alternatives being developed for the project were presented as were the preliminary findings of eligibility and effect. Generally, participants were supportive of the project but voiced concerns that removal of the bridge would adversely affect both the bridge as well as other surrounding eligible or listed historic properties. For a few, rehabilitation of the piers and bridge were considered the only alternative that would not be considered to be adverse. Others expressed that a concept that would save the main navigation truss and restore it with new approaches would not necessarily be adverse.

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Attachment 18A; P3 - Historic Properties

In February 2024, with consideration of the input provided by the Consulting parties, the historic properties report was updated and submitted to SHPO for review, identifying Alternative 4b as the Preferred Alternative. The alternative would save the main navigational truss but relocate it 30-40 feet downstream to avoid foundation interference from the existing piers. Pier #5 that supports the south/east end of the pier would be removed due to stability concerns. All other approach spans would be removed. A new structure with new foundations would be constructed to incorporate the existing main truss on the slightly modified alignment. New approaches would be angled to terminate at the location of the existing abutments.

By letter dated August 9, 2024, the SHPO concurred that Alternative 4b would have No Adverse Effect on historic properties. The determination included the **condition** that SHPO be consulted throughout the design process and the Secretary of the Interior's Standards for Rehabilitation are followed, as appropriate. It was also noted that if the project as conceived does not move forward, a determination of Adverse Effect would be found for the bridge removal.



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20. Section 4(f)			
A) Are Section 4(f) properties on/or adjacent to the project?		Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
B) Is there a use of a Section 4(f) property?		NA <input type="checkbox"/>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
C) Please indicate the type of 4(f) analysis required, if any.			
De Minimis <input checked="" type="checkbox"/>	Programmatic <input type="checkbox"/>	Individual <input type="checkbox"/>	
D) Discuss the analysis completed and any additional efforts required.			
See Attachment 20A.			

21. Section 6(f)			
A) Are Section 6(f) properties on/or adjacent to the project?		Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
B) Is there a conversion of a Section 6(f) property?		NA <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
C) Discuss the analysis completed and any additional efforts required.			
There are no properties within the area where Land and Water Conservation funds have been used. Records accessible through the Trust for Public Land web page (https://lwcf.tplgis.org/mappast/) were reviewed on August 9. The results of the query are presented in Attachment 21a. River View Park is not identified as having used LWCF grants.			

22. Noise			
A) Is this project considered a Type I project?		Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
B) Discuss the analysis completed and any additional efforts required.			
The project is for a multi-use path and is not a Type I project. No noise impacts are anticipated.			



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Attachment 20A. Section 4(f)

Section 4(f) of the U.S. Department of Transportation Act of 1966 (1966 USDOT Act) provides protection for publicly owned parks, recreation areas, and wildlife or waterfowl refuges; historic properties that are listed in or eligible for inclusion in the NRHP; and archaeological sites listed in or eligible for the NRHP and of such importance to warrant "preservation in place." Approval of a project impacting a resource protected under Section 4(f) may only occur if:

- There is no feasible or prudent alternative to the use of the property; and
- The action includes all possible planning to minimize harm to the property resulting from such use; or
- The agency determines that the use of the property, including any measure(s) to minimize harm (such as any avoidance, minimization, mitigation, or enhancement measures) committed to by the applicant, will have a *de minimis* impact on the property.

Section 4(f) protection is afforded to properties where some use of the property is required. Most commonly, this use involves permanent incorporation of some or all of the property into a transportation facility. Temporary occupancy required for construction of the project may also be considered a use if it is considered to be adverse.

A *de minimis* impact determination requires agency coordination and public involvement as specified in 23 CFR 774.5(b). The regulation has different requirements depending upon the type of Section 4(f) property that would be used. For historic sites, the consulting parties identified in accordance with 36 CFR Part 8007 must be consulted. The official(s) with jurisdiction must be informed of the intent to make a *de minimis* impact determination and must concur in a finding of no adverse effect or no historic properties affected in accordance with 36 CFR Part 800. Compliance with 36 CFR Part 800 satisfies the public involvement and agency coordination requirement for *de minimis* impact findings for historic sites.

Historic Properties: Historic properties listed or eligible for listing on the National Register of Historic Places located in the area are protected Section 4(f) resources. These include the West Broadway Bridge, CSX Railroad bridge, the concrete bridge over Benson Creek located northeast of the project on Taylor Avenue, Benson Creek truss bridge, Central Frankfort National Historic District, residences at 101 Curator Court and 203 Glass Avenue, and the stone steps on Buttimer Hill. The eligibility and effects of the project on these resources have been documented in *Cultural-Historic Survey for the West Broadway Bridge, Frankfort, Franklin County, Kentucky, KHC Project No. FY 21-4093, KYTC Item No. 5-805*. By letter dated August 9, 2024, the SHPO concurred with the eligibility determinations and a finding of no Adverse Effect for Alternative 4b, the Selected Alternative.

In a *Memorandum of Understanding Among the Federal Highway Administration, the Kentucky State Historic Preservation Office and the Kentucky Transportation Cabinet* (February, 2018), it was programmatically stipulated that "the FHWA is hereby notifying the SHPO of FHWA's intent to determine Section 4(f) *de minimis* use(s) (when applicable) for those projects in which the SHPO has previously concurred with a finding that the project will have No Adverse Effects or that there are No Historic Properties Affected and that this agreement satisfies the notification requirements specified in 23 CFR 774." The Section 106 consultation satisfies the notification requirements for the SHPO.

The public was invited to participate in the consultation at the project outset and throughout. Public notices for two public meetings advertised the opportunity. As a result, 40 interested parties joined the consultation. Three meetings with consulting parties were conducted (November 9, 2020; February 5, 2021; November 14, 2023) to seek input on the proposed project, as well as eligibility and effect determinations. The consultation satisfies the requirement for consulting party involvement as required by the 23 CFR 774.5(b).

The requirements for a Section 4(f) *de minimis* use determination have been satisfied for the project.

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River View Park

River View Park is publicly-owned, open to the public, and subject to protection under Section 4(f). The impacts to the park include: Temporary closure of River View Trail beneath the West Broadway bridge during part of the construction, a temporary easement extending 50' east of the bridge to provide sufficient room for the contractor to work, and contractor access to the work site through the park for mobilization/demobilization.

To minimize harm, the project has committed to incorporating the following minimization measures

- Any damage to River View Trail resulting from the Contractor's ingress/egress to the bridge site will be repaired and returned to its preconstruction condition or better.
 - The use of the trail corridor for equipment access shall be only as is necessary to mobilize and demobilize equipment to the site. The trail corridor shall not be used by motorized equipment or vehicles for routine access by workers to the job site.
 - To minimize the closure period for the trail, the removal of the span over the trail will be prioritized following removal of the span over the river necessary to re-open the river to boat traffic.
 - Once the overhead bridge span is removed, access to River View Trail shall be maintained at all times, except for the time needed to temporarily occupy the property, which shall be less than the time needed for construction of the project;
- (continued)



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Attachment 20A P3. Section 4(f)

- Appropriate signage shall be installed to alert users of construction activities, access restrictions or closures, and to direct users to secondary access points; and,

- The contractor shall be required to closely coordinate the construction schedule with KYTC and the City of Frankfort prior to the start of construction activities.

In accordance with 23 CFR 774.13(d), the temporary occupancy of land associated with River View Trail will not constitute a "use", based on the following assessment:

- The duration of occupancy is temporary and less than the time needed for construction of the project, and no permanent change in ownership of the land will occur;

- The scope of work is minor, in that both the nature and magnitude of the changes to the existing Section 4(f) property are minimal;

- There are no anticipated permanent adverse physical impacts, nor interference with the protected recreational activities, features, or attributes of the Section 4(f) property on either a temporary or permanent basis; and,

- Any land to be disturbed will be fully restored and returned to a condition which is at least as good as that which existed prior to the project

The proposed impacts to River View Park are temporary in nature and do not constitute a Section 4(f) use as defined in 23 CFR 774.13.d.



River View Park Section 4(f) Considerations W. Broadway Bridge Frankfort, KY KYTC Item No. 5-805

Credits: KyFromAbove Partners
Coordinate System: NAD 1983 StatePlane Kentucky FIPS 1600 Feet

N

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TRANSPORTATION CABINET

0 160 320
Feet



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Attachment 21A. Section 6(f)

Land and Water Conservation Fund Usage in Franklin County

County	Municipality	Sponsor or agency	Project name
Franklin	Frankfort	City of Frankfort	Capitol View Park
Franklin	Frankfort		Cove Spring II Pavilion & Archery
Franklin	Frankfort	City of Frankfort	East Frankfort Park
Franklin	Frankfort	City of Frankfort	East Frankfort Park
Franklin	Frankfort	City of Frankfort	Frankfort Ballfield
Franklin	Frankfort	City of Frankfort	Frankfort Ballfields
Franklin	Frankfort	City of Frankfort	Frankfort Boat Ramp
Franklin	Frankfort	City of Frankfort	Juniper Hills Court
Franklin	Frankfort	City of Frankfort	Juniper Hills Park
Franklin	Frankfort	City of Frankfort	Juniper Hills Park
Franklin	Frankfort	City of Frankfort	Juniper Hills Restrooms
Franklin		KY Dept. for Local Govt	Lakeview Park
Franklin		Franklin County	Lakeview Skate Park
Franklin		Dept. of Parks	Levi Jackson Park
Franklin	Frankfort	City of Frankfort	South Frankfort Playground
Franklin		Franklin County	Switzer Park





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23. Air Quality

A) Is the project located in an air quality non-attainment or maintenance area for ozone?		Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
B) Is the project listed in an approved STIP and/or TIP?		Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
STIP: 2021.324	TIP:		
C) Is the project controversial or does the project HAVE or ADD a signalized intersection with a projected "open to traffic" year with an ADT>80,000 vehicles per day?		Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
D) Indicate the level of potential for Mobile Source Air Toxin Effects.			
No Potential (no analysis) <input checked="" type="checkbox"/>		Low Potential (qualitative analysis) <input type="checkbox"/>	Higher Potential (quantitative analysis) <input type="checkbox"/>
E) Is the project in an area requiring PM 2.5 consideration?		Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
F) Discuss the analysis completed and any additional efforts required.			
<p>The project is for construction of a multi-use path crossing of the Kentucky River. The path will not convey vehicular traffic and will not have a meaningful impact on traffic volumes or traffic mix, making it exempt from an MSAT analysis. Franklin County is in attainment for ozone and PM 2.5.</p> <p>The contractor will be required to submit a 10-Day Notice of Intent for Demolition (DEP7036Form) to the Kentucky Division of Air Quality prior to demolition.</p> <p>The project is listed in the KYTC STIP Modifications under Federally-funded projects(2021.324).</p>			

24. Hazardous Materials: Sites

A) Are known or potentially contaminated sites (service stations, landfills, automotive repair, junkyard, buildings with asbestos, etc.) located along the project corridor?		Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
B) Is ROW required from, or extensive excavation required adjacent to, a potentially contaminated site?	NA <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
C) Discuss the analysis completed and any additional efforts required.			
<p>Excavations that will disturb to a depth of more than 3' will only occur within the right of way or beneath the Kentucky River. This will consist of foundation excavations for new piers and abutments. A <i>Hazmat and UST Technical Memorandum (December 2020)</i> was prepared for the project. It documents database research that identified 24 properties within one-mile of the project that could have Recognized Environmental Conditions (REC). Sites identified in the environmental search have all been closed. A copy of the Technical Memorandum is included in Appendix E. KYTC conducted an inspection for asbestos in December 2020. Samples of any suspected asbestos containing materials (ACM) were collected and analyzed. No ACMs were identified in the samples.</p>			

25. Hazardous Materials: Bridges

A) Are there any bridges to be removed, refurbished, or repainted?		Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
B) Will there be lead-based paint wastes?	NA <input type="checkbox"/>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
C) Discuss the analysis completed and any additional efforts required.			
<p>Due to the age of the structure, it is probable, if not likely, that the bridge has been painted with lead-based paint at some time during its service life. If paint is encountered. the contractor will be required to develop a <i>Debris Management Plan</i> to outline procedures to be used to prevent debris from entering the river. This may include practices such as using nets, tarps or fabric to catch debris, from platforms, scaffolding or barges beneath the demolition area.</p>			



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26. Section 7: Threatened and Endangered Species

A) Is the project considered a No Effect by Definition? Yes No

B) List IPAC Species identified in project area, determination of effect, and additional analysis required.

Species	Determination of Effect	Additional Analysis Required
Gray Bat <i>Myotis grisescens</i>	Not Likely to Adversely Affect (Pending)	Address using Programmatic
Indiana Bat <i>Myotis sodalis</i>	Not Likely to Adversely Affect (Pending)	Address using Programmatic
Tricolored Bat <i>Perimyotis subflavus</i>	NA; Proposed species	None unless status changes
Clubshell <i>Pleurobema clava</i>	Not Likely to Adversely Affect (Pending)	None
Fanshell <i>Cyprogenia stegaria</i>	Not Likely to Adversely Affect (Pending)	None
Longsolid <i>Fusconaia subrotunda</i>	Not Likely to Adversely Affect (Pending)	None
Braun's Rock-cress <i>Arabis perstellata</i>	No Effect	None
Short's Bladderpod <i>Physaria globosa</i>	No Effect	None
Salamander Mussel <i>Simpsonaias ambigua</i>	NA; Proposed species	None unless status changes
Monarch Butterfly <i>Danaus plexippus</i>	NA; Candidate species	None unless status changes

C) Is the project located upstream of or within designated critical habitat? Yes No

D) Discuss the analysis completed and any additional efforts required.

See Attachment 26A

27. Water Resources

A) Does the project impact Waters of the U.S.? Yes No

B) Will the waters impacted include State Listed Special Use Waters or tributaries to Special Use Waters? NA Yes No

Indicate all types of Special Use Waters and/or tributaries impacted below.

<input type="checkbox"/>	Cold Water Aquatic Habitat	<input type="checkbox"/>	Federally Designated Scenic River
<input type="checkbox"/>	Reference Reach Stream	<input type="checkbox"/>	Exceptional Waters
<input type="checkbox"/>	Federally Designated Wild River	<input type="checkbox"/>	State Wild River
<input type="checkbox"/>	Outstanding National Resource Water		
<input type="checkbox"/>	Outstanding State Resource Water		

C) Is the project within the watershed of a significant water resource (private or public drinking water supply wellhead protection area, Special Use Water, etc.)? Yes No

D) Does the project involve impacts to a stream below the Ordinary High Water Mark or to a wetland? NA Yes No

Indicate all impacts below the OHWM.

<input checked="" type="checkbox"/>	Bridge/Pier/Abutment	<input type="checkbox"/>	Temporary Diversion
<input type="checkbox"/>	Culvert	<input type="checkbox"/>	Bank Stabilization
<input type="checkbox"/>	Low Water Crossing	<input type="checkbox"/>	Wetland Fill
<input type="checkbox"/>	Relocation/Channelization	<input type="checkbox"/>	Other:
<input type="checkbox"/>	Excess Excavation Site		



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Attachment 26A. Section 7: Threatened and Endangered Species

The identification of listed species for the project is based on coordination with United States Fish and Wildlife Service's (USFWS), Information for Planning and Consultation (IPaC) online system. Ten federally-listed species were identified by the IPaC species report (2024-0128288, dated 08/09/2024) as potentially present within the Project Area. The identified federally-listed plant species, Short's Bladderpod and Braun's Rock-cress, have been addressed with a "No Effect" document because no suitable habitat for these two species exists within the Project Area. A copy of the No Effect determination is included in Appendix F.

The tricolored bat and the Salamander Mussel *Simpsonaias ambigua* are listed as proposed species and the monarch butterfly is listed as a candidate species. These species are not currently provided any protection under the Endangered Species Act (ESA). This is unlikely to change before the demolition phase of the project but may need to be reassessed if construction of the new pedestrian bridge is significantly delayed and the status of any of the species is upgraded to either "threatened" or "endangered" before the completion of this project.

The field assessment documented 0.39 acres of potential suitable summer roosting habitat within the project limits and three rock quarry adits as potential winter roost/hibernacula sites (see Appendix F). Due to the minimal impacts associated with this project, the anticipated lack of blasting, frequency of flooding, and distance from the project (0.25 miles), a close inspection of the rock quarry adits was not warranted. The project would result in tree removal along the banks for abutment removal and equipment access to the water's edge. Equipment placement may occur along the east side of River View Park and at the Benson Creek boat ramp. In addition, the Kentucky River is considered suitable foraging and commuting habitat for the gray bat. The existing bridge was identified as suitable non-winter roosting habitat for gray bat; however, no gray bats, other bat species, or signs of bat use were observed on this bridge. The Bats in Bridges Datasheet and associated photo-log can also be found in Appendix F.

Gray bat (*Myotis grisescens*) and Indiana bat (*Myotis sodalis*) are listed statewide. KYTC and FHWA, in consultation with US Fish and Wildlife Service have developed programmatic procedures to manage the impacts of highway projects on these species that will be implemented for the project. The measures are detailed in the *2020 Programmatic Biological Opinion: Effects of Transportation Projects in Kentucky on the Indiana Bat and Gray Bat*. Minimization measures to address impacts to gray bat and a contribution to the Imperiled Bat Conservation Fund to address impacts to Indiana bat summer roosting habitat in accordance with provisions of the BO will address impacts to these species.

To address potential impacts to mussel species, a presence/probable absence survey was conducted. Implementing a Survey Work Plan approved by the USFWS, the river was surveyed both upstream and downstream of the crossing. No live mussels were found during the survey but eight relic shells of non-listed species were identified. No federally-listed species were found during the survey.

The USFWS was contacted following the sidewalk collapse on August 4, 2024 to seek guidance for addressing endangered species while implementing emergency measures to demolish the bridge for the safety of river and pedestrian traffic. An email from the USFWS agreeing to manage the consultation under emergency provisions is included in Appendix F.



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E) Will the project impact a lake or pond requiring its draining or filling?	NA	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
Does a stream enter the lake or pond?	NA	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Does a stream exit the lake or pond?	NA	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

F) Discuss the analysis completed and any additional efforts required.

The project would impact the Kentucky River. The river is not a designated water resource. Impacts would be regulated by the US Army Corps of Engineers (USACE), Kentucky Division of Water (KDOW) and the US Coast Guard. Impacts will include working in the navigable channel during demolition and construction of the new pedestrian bridge, and fill associated with piers for the new structure that would be constructed below Ordinary High Water. No other streams, wetlands or other regulated waters would be affected by the project.

Permits and approvals from the USACE, KDOW and USCG for the project would be secured prior to initiating the work.

28. Permits

A) Is the project located partially or wholly within a designated MS4 community other than KYTC?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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Indicate any local ordinances, restriction, local permits, or other requirements that require consideration before, during, and after construction.

Frankfort is an MS4 community regulated by the KDOW under the Clean Water Act. The project would disturb more than one acre and require coverage under the KDOW KPDES General Stormwater Permit for Construction (KYR10). A notification to seek coverage under the permit will be submitted prior to construction. There are no local ordinances, restrictions, local permits, or other requirements that are required prior to or after construction of the project.

B) Will the project involve surface disturbance greater than one acre?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
C) Are Section 401/404 permits likely to be required for this project?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

Indicate permits expected to be required.

	USACE NW: BNR	USACE NW	USACE Letter of Permission	USACE Individual	KDOW General WQC	KDOW Individual WQC
Stream/Lake/Pond	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Wetland	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

D) Will this project affect navigable waters of the US as defined by the USACE and require a Section 10 permit?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
E) Will this project affect a navigable body requiring a Coast Guard, Section 9 permit?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
F) Does this project encroach upon the 100 year floodplain?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
G) Is the project a candidate for application of the KYTC Karst policy?	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>

H) Discuss the analysis completed and any additional efforts required.

The work within the Kentucky River will require a Section 10 permit from the USACE. The Nationwide #14 Kentucky Regional Conditions require the submittal of a Section 404 permit application when a Section 10 permit is required. The KDOW General Certification of the Nationwide #14 does not include impacts to listed Section 10 waters including the Kentucky River, therefore, an Individual Water Quality Certification and a KYR10 Stormwater construction permit will also be required by the state agency. Coordination with the US Coast Guard concluded that a permit was not required for the demolition phase of work provided that the agency approves the Demolition Plan. When the new bridge is constructed, 401 IWQC, KYR10, 404 NW or LOP (depending on the scale of impacts still to be determined), Section 10, and USCG permits will be required.



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29. Secondary and Cumulative Impacts

A) Will the project induce adverse or beneficial secondary and/or cumulative impacts? Yes No

B) Describe any secondary and/or cumulative impacts anticipated as a result of the proposed project.

The project would improve connectivity across the river, connecting people north of the river with downtown jobs. The rehabilitated historic truss is expected to be a potential tourist opportunity that could be promoted as a downtown attraction. It is also envisioned to be used extensively during special events. The addition of the connection is expected to attract recreational users to the area, which should benefit surrounding businesses.

The project is also consistent with Frankfort's plans for developing a more comprehensive bike and pedestrian network throughout the City. An improved bicycle and pedestrian system could promote a reduction in vehicle usage which, in turn could result in reduced pollution and promote a more healthy community.

30. Construction

A) Will excess excavation sites be required? Unknown Yes No

B) Discuss potential impacts of construction activities pertaining to water quality, stream diversion, air quality, detours and delays of traffic, businesses, noise, etc.

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

See Attachment 30B for discussion of the potential impacts associated with construction activities.



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Attachment 30B. Construction Impacts

Discuss potential impacts of construction activities pertaining to water quality, stream diversion, air quality, detours and delays of traffic, businesses, noise, etc.

Highway construction activities would have minimal and temporary air, water quality, noise, traffic circulation, and associated impacts in the area. Adherence to the KYTC's *Standard Specifications for Road and Bridge Construction (Standard Specifications)* and conditions of required permits will minimize these temporary impacts.

Air quality impacts would be temporary and primarily in the form of diesel-powered construction equipment emissions, which could be minimized by enforcing appropriate equipment maintenance, and dust from exposed earth, which can be effectively controlled through the use of watering or the application of calcium chloride in accordance with the KYTC's *Standard Specifications*. Vibration and noise impacts that would originate from the movement of heavy equipment, blasting, pile driving, and vibratory compaction of embankments, etc. would be minimized by noise control measures, as outlined in the KYTC's *Standard Specifications*.

Construction sequencing and maintenance of traffic would be planned and scheduled to minimize traffic delays. Coordination with local fire, EMS, hospitals, etc. would occur before construction to ensure adequate emergency vehicle access is maintained. Signs would be used, as appropriate, to provide notice of road closures and other pertinent information to the traveling public. Property access would be maintained to the maximum extent practicable throughout construction. Traffic delays would be controlled to the maximum extent practicable where multiple construction operations are in progress simultaneously.

The KDOW and USACE will permit streams' impacts before initiating the work. Sediment and Erosion Control Plans, as required by the KYTC's *Standard Specifications*, would identify measures for ensuring that water quality is maintained, such as: temporary placement of sod, mulching, sandbagging, slope drains, sediment basins, sediment checks, artificial coverings, and berms. Enhanced erosion control measures would be incorporated throughout the project. Storm water discharges will be managed in accordance with the Kentucky Pollutant Discharge Elimination System (KPDES) storm water permit. A Storm Water Pollution Prevention Plan would be developed in accordance with permit requirements, the KYTC's *Standard Specifications*, and in support of the required KPDES storm water construction permit. Inspections would be routinely conducted to ensure that control measures are properly functioning and effective. Where control measures are ineffective, measures would be corrected or improved prior to additional work occurring in the area.

Solid wastes generated during the construction will be managed in accordance with applicable regulatory requirements and the KYTC's *Standard Specifications*. Wastes and hazardous materials will be stored in a manner that protects them from on-going construction activities and prevents accidental spills. Should hazardous materials be encountered in the construction area, the Contractor shall handle and dispose of the materials in accordance with applicable state and federal regulations.

Should an unknown archaeological site be discovered during construction, the work in the area shall cease and the KYTC Resident Engineer will notify the KYTC Division of Environmental Analysis, as appropriate. No further work will be conducted at the site until necessary consultation requirements with the SHPO, as necessary, and American Indian Tribes have been completed.

PART II
SPECIFICATIONS AND STANDARD DRAWINGS

STANDARD SPECIFICATIONS

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>

PART III

EMPLOYMENT, WAGE AND RECORD REQUIREMENTS

FHWA-1273 – Revised October 23, 2023

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

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

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

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

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

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

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

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

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

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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

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

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

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

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

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

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

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

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

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

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

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

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

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

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

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

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

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

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

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

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

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

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

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

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access (1) Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

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

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

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

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

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

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

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

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

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

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

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

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

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

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

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

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

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

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

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

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

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

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

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

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

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

**KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS**

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

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

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

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

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

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

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

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

Revised: January 25, 2017

Standard Title VI/Non-Discrimination Assurances

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

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

Standard Title VI/Non-Discrimination Statutes and Authorities

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

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

EXECUTIVE BRANCH CODE OF ETHICS

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

KRS 11A.040 (7) provides:

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

KRS 11A.040 (9) states:

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

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

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

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

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

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

Revised: May 23, 2022

"General Decision Number: KY20240038 07/05/2024

Superseded General Decision Number: KY20230038

State: Kentucky

Construction Type: Highway

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

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a

conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	02/09/2024
2	03/01/2024
3	03/15/2024
4	03/22/2024
5	05/31/2024
6	06/14/2024
7	07/05/2024

BRIN0004-003 06/01/2023

BRECKENRIDGE COUNTY

	Rates	Fringes
BRICKLAYER.....	\$ 34.17	19.60

BRKY0001-005 06/01/2023

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

	Rates	Fringes
BRICKLAYER.....	\$ 33.48	15.92

BRKY0002-006 06/01/2023

BRACKEN, GALLATIN, GRANT, MASON & ROBERTSON COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 33.48	15.92

BRKY0007-004 06/01/2023

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

	Rates	Fringes
BRICKLAYER.....	\$ 39.46	20.14

BRKY0017-004 06/01/2023

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

	Rates	Fringes
BRICKLAYER.....	\$ 33.48	15.92

CARP0064-001 04/01/2024

	Rates	Fringes
CARPENTER.....	\$ 32.90	23.33
Diver.....	\$ 49.73	23.33
PILEDRIVERMAN.....	\$ 33.40	23.33

ELEC0212-008 06/05/2023

BRACKEN, GALLATIN and GRANT COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 34.41	21.55

ELEC0212-014 11/27/2023

BRACKEN, GALLATIN & GRANT COUNTIES:

	Rates	Fringes
Sound & Communication Technician.....	\$ 27.20	14.54

ELEC0317-012 05/29/2023

BOYD, CARTER, ELLIOT & ROWAN COUNTIES:

	Rates	Fringes
ELECTRICIAN (Wiremen).....	\$ 37.15	22.73

ELEC0369-007 05/28/2023

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

	Rates	Fringes
ELECTRICIAN.....	\$ 35.39	20.45

ELEC0575-002 05/29/2023

FLEMING, GREENUP, LEWIS & MASON COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 37.00	22.26

* ENGI0181-018 07/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 40.05	19.10
GROUP 2.....	\$ 37.19	19.10
GROUP 3.....	\$ 37.64	19.10
GROUP 4.....	\$ 36.87	19.10

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - A-Frame Winch Truck; Auto Patrol; Backfiller;

Batcher Plant; Bituminous Paver; Bituminous Transfer Machine; Boom Cat; Bulldozer; Mechanic; Cableway; Carry-All Scoop; Carry Deck Crane; Central Compressor Plant; Cherry Picker; Clamshell; Concrete Mixer (21 cu. ft. or Over); Concrete Paver; Truck-Mounted Concrete Pump; Core Drill; Crane; Crusher Plant; Derrick; Derrick Boat; Ditching & Trenching Machine; Dragline; Dredge Operator; Dredge Engineer; Elevating Grader & Loaders; Grade-All; Gurries; Heavy Equipment Robotics Operator/Mechanic; High Lift; Hoe-Type Machine; Hoist (Two or More Drums); Hoisting Engine (Two or More Drums); Horizontal Directional Drill Operator; Hydrocrane; Hyster; KeCal Loader; LeTourneau; Locomotive; Mechanic; Mechanically Operated Laser Screed; Mechanic Welder; Mucking Machine; Motor Scraper; Orangepeel Bucket; Overhead Crane; Piledriver; Power Blade; Pumpcrete; Push Dozer; Rock Spreader, attached to equipment; Rotary Drill; Roller (Bituminous); Rough Terrain Crane; Scarifier; Scoopmobile; Shovel; Side Boom; Subgrader; Tailboom; Telescoping Type Forklift; Tow or Push Boat; Tower Crane (French, German & other types); Tractor Shovel; Truck Crane; Tunnel Mining Machines, including Moles, Shields or similar types of Tunnel Mining Equipment

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

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

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

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

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

IRON0044-009 06/01/2024

BRACKEN, GALLATIN, GRANT, HARRISON, ROBERTSON,
BOURBON (Northern third, including Townships of Jackson, Millersburg, Ruddled Mills & Shawhan);
CARROLL (Eastern third, including the Township of Ghent);

FLEMING (Western part, excluding Townships of Beechburg, Colfax, Elizaville, Flemingsburg, Flemingsburg Junction, Foxport, Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills, Nepton, Pecksridge, Plummers Landing, Plummers Mill, Poplar Plains, Ringos Mills, Tilton & Wallingford);
 MASON (Western two-thirds, including Townships of Dover, Lewisburg, Mays Lick, Maysville, Minerva, Moranburg, Murphysville, Ripley, Sardis, Shannon, South Ripley & Washington);
 NICHOLAS (Townships of Barefoot, Barterville, Carlisle, Ellisville, Headquarters, Henryville, Morningglory, Myers & Oakland Mills);
 OWEN (Townships of Beechwood, Bromley, Fairbanks, Holbrook, Jonesville, Long Ridge, Lusby's Mill, New, New Columbus, New Liberty, Owenton, Poplar Grove, Rockdale, Sanders, Teresita & Wheatley);
 SCOTT (Northern two-thirds, including Townships of Biddle, Davis, Delaplain, Elmville, Longlick, Muddy Ford, Oxford, Rogers Gap, Sadieville, Skinnersburg & Stonewall)

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 33.60	23.00
Structural.....	\$ 35.37	23.00

 * IRON0070-006 06/01/2024

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

	Rates	Fringes
IRONWORKER.....	\$ 34.59	25.00

 * IRON0769-007 06/01/2024

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

	Rates	Fringes
IRONWORKER		
ZONE 1.....	\$ 37.66	29.24
ZONE 2.....	\$ 38.06	29.24
ZONE 3.....	\$ 39.66	29.24

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

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

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

 LAB00189-003 07/01/2023

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

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 23.96	17.57
GROUP 2.....	\$ 24.21	17.57
GROUP 3.....	\$ 24.26	17.57
GROUP 4.....	\$ 24.86	17.57

LABORERS CLASSIFICATIONS

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

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

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

Air); Water Blaster

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

 LAB00189-008 07/01/2023

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

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 23.96	17.57
GROUP 2.....	\$ 24.21	17.57
GROUP 3.....	\$ 24.26	17.57
GROUP 4.....	\$ 24.86	17.57

LABORERS CLASSIFICATIONS

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

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

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

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

LAB00189-009 07/01/2023

BRECKINRIDGE & GRAYSON COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 23.96	17.57
GROUP 2.....	\$ 24.21	17.57
GROUP 3.....	\$ 24.26	17.57
GROUP 4.....	\$ 24.86	17.57

LABORERS CLASSIFICATIONS

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

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

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

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

PAIN0012-005 06/11/2005

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

	Rates	Fringes
PAINTER		
Bridge/Equipment Tender		

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

PAIN0012-017 05/01/2015

BRACKEN, GALLATIN, GRANT, MASON & OWEN COUNTIES:

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

PAIN0118-004 06/01/2018

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

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

PAIN1072-003 12/01/2023

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

	Rates	Fringes
Painters:		
Bridges; Locks; Dams; Tension Towers & Energized Substations.....\$ 35.64		23.69
Power Generating Facilities.\$ 32.40		23.69

PLUM0248-003 06/01/2024

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

	Rates	Fringes
Plumber and Steamfitter.....\$ 41.50		25.01

PLUM0392-007 06/01/2024

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

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 40.70	26.75

PLUM0502-003 08/01/2021		

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

	Rates	Fringes
PLUMBER.....	\$ 38.07	20.78

* SUKY2010-160 10/08/2001		

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

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Mobile Batch Truck Tender

GROUP 2 - Greaser; Tire Changer; & Mechanic Tender

GROUP 3 - Single Axle Dump; Flatbed; Semi-trailer or Pole
 Trailer when used to pull building materials and equipment;
 Tandem Axle Dump; Distributor; Mixer; & Truck Mechanic

GROUP 4 - Euclid & Other Heavy Earthmoving Equipment &
 Lowboy; Articulator Cat; 5-Axle Vehicle; Winch & A-Frame
 when used in transporting materials; Ross Carrier; Forklift
 when used to transport building materials; & Pavement
 Breaker

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

=====
 ** Workers in this classification may be entitled to a higher
 minimum wage under Executive Order 14026 (\$17.20) or 13658
 (\$12.90). Please see the Note at the top of the wage
 determination for more information. Please also note that the
 minimum wage requirements of Executive Order 14026 are not
 currently being enforced as to any contract or subcontract to
 which the states of Texas, Louisiana, or Mississippi, including
 their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
 for Federal Contractors applies to all contracts subject to the
 Davis-Bacon Act for which the contract is awarded (and any

solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates

the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

State Adopted Rate Identifiers

Classifications listed under the "SA" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the SA identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Branch of Construction Wage Determinations

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

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

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

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

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

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

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

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END OF GENERAL DECISION"

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

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

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

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

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

TO: EMPLOYERS/EMPLOYEES

PREVAILING WAGE SCHEDULE:

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

OVERTIME:

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

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

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

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

GOALS FOR MINORITY PARTICIPATION IN EACH TRADE	GOALS FOR FEMALE PARTICIPATION IN EACH TRADE
7.0%	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4, 3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Notification of Construction Contract Award Portal (NCAP) is OFCCP's preferred method for receiving construction contract award notifications. The NCAP can be found on OFCCP's website at <https://www.dol.gov/agencies/ofccp/ncap>. Users who prefer not to use the portal maintain the option to send their notifications via mail, email and facsimile to the OFCCP Regional office in which the work will be performed. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification must include: Prime Contract Number (issued by the federal agency or applicant); Name of Awarding Federal Agency, Applicant or Contractor; Contracting Officer, Applicant Representative or Contractor Representative Submitting Notification with name, phone number, email address; Contractor Awarded Contract or Subcontract with name, address, phone number, email address, EIN, dollar amount of the contract, estimated start date of the contract, estimated completion date of the contract, geographical area in which the contract is to be performed (state, county's city (if applicable)).

The notification shall be mailed to:

**Regional Director
Office of Federal Contract Compliance Programs
61 Forsyth Street, SW, Suite 7B75
Atlanta, Georgia 30303-8931
Main Number: 404-893-4545 Fax: 404-893-4546
Regional Director Contact: OFCCP-SE@dol.gov
Construction Award Email: OFCCP-SE-ConstructionAward@dol.gov**

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is Franklin County.

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

242953

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Report Date 8/15/24

Section: 0001 - BRIDGES - 037B00066N

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	02731		REMOVE STRUCTURE - DEMOLITION	1.00	LS		\$	
0020	02731		REMOVE STRUCTURE - SALVAGE SPAN 5 TRUSS	1.00	LS		\$	
0030	10202ND		TIME COMPONENT - RE-OPEN KENTUCKY RIVER	35,000.00	DOLL		\$	

Section: 0002 - MOBILIZATION/DEMOBILIZATION

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0040	02568		MOBILIZATION	1.00	LS		\$	
0050	02569		DEMOBILIZATION	1.00	LS		\$	