



**CALL NO. 105**

**CONTRACT ID. 245333**

**SCOTT COUNTY**

**FED/STATE PROJECT NUMBER STP BRZ 9030 (404)**

**DESCRIPTION LEMONS MILL ROAD (CS 1010)**

**WORK TYPE BRIDGE SUPERSTRUCTURE REPLACEMENT**

**PRIMARY COMPLETION DATE 8/16/2024**

**LETTING DATE: January 25,2024**

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN STANDARD TIME January 25,2024. Bids will be publicly announced at 10:00 AM EASTERN STANDARD TIME.

**PLANS AVAILABLE FOR THIS PROJECT.**

**DBE CERTIFICATION REQUIRED - 5%**

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

TABLE OF CONTENTS

PART I	SCOPE OF WORK <ul style="list-style-type: none"><li>PROJECT(S), COMPLETION DATE(S), &amp; LIQUIDATED DAMAGES</li><li>CONTRACT NOTES</li><li>FEDERAL CONTRACT NOTES</li><li>ASPHALT MIXTURE</li><li>DGA BASE</li><li>DGA BASE FOR SHOULDERS</li><li>INCIDENTAL SURFACING</li><li>COMPACTION OPTION B</li><li>SPECIAL NOTE(S) APPLICABLE TO PROJECT</li><li>LIQUIDATED DAMAGES</li><li>TREE REMOVAL</li><li>BRIDGE DEMOLITION, RENOVATION AND ASBESTOS ABATEMENT</li><li>ASBESTOS ABATEMENT REPORT</li><li>RIGHT OF WAY CERTIFICATION</li><li>UTILITY IMPACT &amp; RAIL CERTIFICATION NOTES</li><li>RAILROAD NOTES</li></ul>
PART II	SPECIFICATIONS AND STANDARD DRAWINGS <ul style="list-style-type: none"><li>STANDARD AND SUPPLEMENTAL SPECIFICATIONS</li><li>[SN-1I] PORTABLE CHANGEABLE SIGNS</li></ul>
PART III	EMPLOYMENT, WAGE AND RECORD REQUIREMENTS <ul style="list-style-type: none"><li>FEDERAL-AID CONSTRUCTION CONTRACTS - FHWA 1273</li><li>NONDISCRIMINATION OF EMPLOYEES</li><li>EXECUTIVE BRANCH CODE OF ETHICS</li><li>PROJECT WAGE RATES LOCALITY 3 / FEDERAL</li><li>NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EEO SCOTT</li></ul>
PART IV	INSURANCE
PART V	BID ITEMS

# **PART I**

## **SCOPE OF WORK**

ADMINISTRATIVE DISTRICT - 07

CONTRACT ID - 245333  
STP BRZ 9030 (404)  
COUNTY - SCOTT  
PCN - BR10510102300  
STP BRZ 9030 (404)

LEMONS MILL ROAD (CS 1010) (MP 0.025) REHABILITATE BRIDGE OVER NS RAILROAD (105C00112N) (MP 0.045), A DISTANCE OF 0.02 MILES.BRIDGE SUPERSTRUCTURE REHAB SYP NO. 07-10006.00.  
GEOGRAPHIC COORDINATES LATITUDE 38:12:13.00 LONGITUDE 84:32:55.00  
ADT 400

COMPLETION DATE(S):  
COMPLETED BY 08/16/2024      APPLIES TO ENTIRE CONTRACT

## **CONTRACT NOTES**

### **PROPOSAL ADDENDA**

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

### **BID SUBMITTAL**

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

### **JOINT VENTURE BIDDING**

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

### **UNDERGROUND FACILITY DAMAGE PROTECTION**

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

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

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

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

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

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

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

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

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

### **HARDWOOD REMOVAL RESTRICTIONS**

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

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

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

### **ACCESS TO RECORDS**

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

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

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

### **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.

October 4, 2023

## 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



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

10/26/2023

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

**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 2<sup>nd</sup> 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** MRA(1)

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 DBE Subcontract Agreement Form, TC 14-36, 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 Cabinet. The Cabinet may consider extenuating circumstances including, but not limited to, changes in the nature or scope of the project, the inability or unwillingness of a DBE to perform the work in accordance with the bid, and/or other circumstances beyond the control of the prime contractor.

**CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS**

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

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

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

1. Whether the bidder attended any pre-bid meetings that were scheduled by the Cabinet to inform DBEs of subcontracting opportunities;
2. Whether the bidder provided solicitations through all reasonable and available means;
3. Whether the bidder provided written notice to all DBEs listed in the DBE directory at the time of the letting who are prequalified in the areas of work that the bidder will be subcontracting;
4. Whether the bidder followed up initial solicitations of interest by contacting DBEs to determine with certainty whether they were interested. If a reasonable amount of DBEs within the targeted districts do not provide an intent to quote or no DBEs are prequalified in the subcontracted areas, the bidder must notify the Disadvantaged Enterprise Business Liaison Officer (DEBLO) in the Office 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  
6<sup>th</sup> 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. Melvin Byne. Mr. Byne's current contact information is email address – [melvin.bynes2@ky.gov](mailto:melvin.bynes2@ky.gov) and the telephone number is (502) 564-3601.

### **DEFAULT OR DECERTIFICATION OF THE DBE**

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

### **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.

### **ASPHALT MIXTURE**

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

### **DGA BASE**

Unless otherwise noted, the Department estimates the rate of application for DGA Base to be 115 lbs/sy per inch of depth.

### **DGA BASE FOR SHOULDERS**

Unless otherwise noted, the Department estimates the rate of application for DGA Base for Shoulders to be 115 lbs/sy per inch of depth. The Department will not measure necessary grading and/or shaping of existing shoulders prior to placing of DGA Base, but shall be incidental to the Contract unit price per ton for DGA Base.

Accept payment at the Contract unit price per ton as full compensation for all labor, materials, equipment, and incidentals for grading and/or shaping of existing shoulders and furnishing, placing, and compacting the DGA Base.

### **INCIDENTAL SURFACING**

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

### **OPTION B**

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

## **SPECIAL NOTE FOR TRAFFIC CONTROL ON BRIDGE REPAIR CONTRACTS**

### **I. TRAFFIC CONTROL GENERAL**

Except as provided herein, traffic shall be maintained in accordance with the current standard specifications, section 112. The contractor will be responsible for developing and implementing the maintenance of traffic details with guidance through standard drawings and the MUTCD current editions. The developed traffic control plan must be approved by the Engineer prior to implementation. The contractor is expected to provide at a minimum the items listed in this note, however this note does not relieve the contractor of other items that may be necessary to comply with current standards. Except for the roadway and traffic control bid items listed, all items of work necessary to maintain and control traffic will be paid at the lump sum bid price to “Maintain and Control Traffic”.

Contrary to section 106.01, traffic control devices used on this project may be new or used in new condition, at the beginning of the work and maintained in like new condition until completion of the work.

The contractor must notify the engineer and public information officer at least 14 calendar days prior to the beginning work. Please see the Special Note for Liquidated Damages for additional information.

### **II. TRAFFIC COORDINATOR**

Furnish a traffic coordinator as per section 112. The traffic coordinator shall inspect the project maintenance of traffic, at least three times daily, or as directed by the engineer, during the contractor’s operations and at any time a bi-directional lane closure or road closure is in place. The personnel shall have access on the project to a radio or telephone to be used in case of emergencies or accidents. The traffic coordinator shall report all incidents throughout the work zone to the engineer on the project. The contractor shall furnish the name and telephone number where the traffic coordinator can be contacted at all times.

### **III. SIGNS**

The contractor is responsible for all signage during construction. The contractor shall adhere to the standard drawings and manual on uniform traffic control devices (MUTCD) for guidance. If, at any time, the engineer requests a change in the maintenance of traffic signage, the contractor shall implement the change within 8 hours. Failure to implement these changes within the required eight hours will result in liquidated damages of \$5,000 per day.

The contractor shall provide all detour signing needed for the bridge closure, if allowed in the contract documents. All signing required will be incidental to the lump sum bid item “Maintain and Control Traffic”.

The department will not measure installation, maintenance, or removal for payment of any detour signage or standard construction signage, and will consider these incidental to “Maintain and Control Traffic”

Closure signs, detour signs, and bi-directional lane closure signs should be placed no sooner than two weeks prior to the closing of the bridge (when applicable) or placing lane closures.

Wayfinding detour signs should be placed a maximum of 2 miles apart unless specified by the engineer. Signs shall be covered or removed within 24 hours of opening the bridge to traffic.

Road closed signs (when applicable) should be double signed and placed a minimum of 1500’, 1000’, and 500’ in advance of the closure, in addition to signage required by the MUTCD and standard drawings.

#### **IV. TEMPORARY PAVEMENT STRIPING**

For projects where road closures are allowed in the contract documents, it is not anticipated that temporary pavement striping will be needed since the bridge will be closed. However, if the contractor’s means and methods allows for need for temporary striping, conflicting pavement marking will be covered with 6” black removable tape. However, for bi-directional lane closures or if the plans call for a diversion, temporary striping will be required per the plans and MUTCD. Contrary to the standard specifications, no direct payment will be made for any temporary striping, pavement striping removal, or any other temporary striping item. If temporary striping is used, the contractor shall replace any temporary striping that becomes damaged or fails to adhere to the pavement before dark on the day of the notification. Liquidated damages shall be assessed to the contractor at a rate of \$500 per day for failing to replace temporary striping within this time limit.

#### **V. PROJECT PHASING & CONSTRUCTION PROCEDURES**

Project phasing shall be as directed by the plans, special notes, and the approved Traffic Control Plan prepared by the contractor. Maintain traffic over the bridge as long as possible. Once work on the structure begins that impacts traffic, ensure work progresses to minimize the effected time to the public. All materials that must be made specific for the project should be ordered and made prior to closure of the bridge or implementation of bi-directional lane closures so that delivery does not delay progress of the work, unless approved by the Engineer. If the bridge is reopened prior to safety devices being in place, an approved protective barrier wall shall be placed in accordance to the standard drawings. Contrary to standard specifications, no direct payment would be made for the barrier wall and will be considered incidental to “Maintain and Control Traffic”.

For projects which require an on-site diversion to be constructed to maintain traffic, the traffic control plan and project schedule prepared by the contractor shall include provisions such that traffic is not switched to the diversion until all materials that must be made specific for the project are ordered and made so that use of the diversion is minimized, unless approved by the Engineer.

## **VI. PAVEMENT DROP-OFF**

Less than two inches - no protection required. Warning signs should be placed in advance and throughout the drop-off area.

Two to four inches - plastic drums, vertical panels or barricades every 100 feet on tangent sections for speeds of 50 mph or greater. Cones may be used in place of plastic drums, panels and barricades during daylight hours. For tangent sections with speeds less than 50 mph and curves devices should be placed every 50 feet. Spacing of devices on tapered sections should be in accordance with the manual on uniform traffic control devices, current edition.

Greater than four inches - positive separation or wedge with 3:1 or flatter slope needed. If there is five feet or more distance between the edge of the pavement and the drop-off, then drums, panel, or barricades may be used. If the drop-off is greater than 12 inches, positive separation is strongly encouraged. If concrete barriers are used, special reflective devices or steady burn lights should be used for overnight installations.

For temporary conditions, drop-offs greater than four inches may be protected with plastic drums, vertical panels or barricades for short distances during daylight hours while work is being done in the drop-off area.

## **VII. VARIABLE MESSAGE SIGNS AND TEMPORARY TRAFFIC SIGNALS**

At the direction of the Engineer, the contractor is expected to provide up to four (4) message boards for use at locations determined by the Engineer. These message boards are expected to be in place one week prior to the closure of the roadway and remain in place for the duration of the closure. The message boards will be paid for as per the standard specifications.

For projects that involve the use of lane closures, all lane closures shall be bi-directional. The contractor shall provide temporary traffic signals and all labor, materials, and incidentals needed to maintain bi-directional traffic for the project. For short term bi-directional lane closures, the use of flaggers in lieu of temporary traffic signals may be acceptable if approved by the Engineer.

## **VIII. BARRICADES**

For projects which allow full closure, ensure a minimum of (4) type III barricades are used at each end of the bridge for a total of (8) type III barricades. Contrary to the standard specifications, no direct payment will be made for barricades but they will be included in the lump sum price for "Maintain and Control Traffic".

## **VIII. DETOUR AND ON SITE DIVERSIONS**

For projects which allow a full closure of the bridge, or if necessary to detour trucks, the traffic control plan proposed by the contractor shall include a signed detour route for the road closure. The traffic control plan along with the proposed detour plan will be delivered to the engineer 7

days prior to the pre-construction meeting. The proposed detour route shall meet the following requirements:

- 1) Detour routes must remain at minimum on the same classification of roadway (i.e. AA, AAA, state, county, etc.) Unless written approval is obtained through the owner of the facility.
- 2) The contractor must coordinate with other projects along the detour route in order to avoid ongoing construction projects along those routes.
- 3) It may be determined that two detour routes would be needed if the first selected route cannot accommodate truck traffic. If this occurs, the contractor is expected to sign both detours per the standard drawings and MUTCD. Additional clarification signage between the detours may be needed at points where they diverge.
- 4) For projects that involve the use of bi-directional lane closures and the temporary lane width per the plans or as proposed by the contractor is less than 10 feet, the contractor shall be required to provide a signed detour for oversized vehicles.

The traffic control plan must be submitted and approved to allow for coordination of the public information officer with the closure notification. The public must be notified of the proposed detour route when they are notified of the closure, 2 weeks before closure. All time and expenses necessary for the development of the detour plan(s) will be incidental to the lump sum bid item "Maintain and Control Traffic".

For projects with an on-site diversion included in the construction, the preparation of traffic control plans for a detour and implementation of a detour will not be required, unless specified in the plans.

## **IX. PAYMENT**

Unless listed as a bid item in the contract documents, payment will only be made for the following items:

1. Portable Changeable Message Boards - Each
2. Maintain and Control Traffic - Lump Sum

All other items needed to maintain traffic in accordance with these contract documents and the approved traffic control plan shall be considered incidental to Maintain and Control Traffic. These items include but are not limited to traffic signals, signs, barrier wall, crash cushions, temporary guardrail, temporary and permanent pavement striping, cones, barrels, flaggers, etc.

## **SPECIAL NOTE FOR PLACING BRIDGE OVERLAY APPROACH PAVEMENT**

### **I. DESCRIPTION**

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

This work consists of the following:

1. Furnish all labor, materials, tools, and equipment.
2. Removal of existing abutment backfill, if needed.
3. Structural Granular Backfill, as needed.
4. Mill the existing pavement.
5. Place new DGA, asphalt base, and asphalt surface
6. Repair the roadway shoulders, if needed.
7. Provide Pavement Markings if needed.
8. Any other work specified as part of this contract.

### **II. MATERIALS**

- A. Structural Granular Backfill.** See Section 8.05.11
- B. DGA.** See Section 302.
- C. Tack Coat.** This material shall be in accordance with the Standard Specifications.
- D. CL2 ASPH BASE 1.0D PG 64-22.** See Standard Specifications
- E. ASPHALT LEVEL AND WEDGE.** See Standard Specifications
- F. CL2 ASPH SURF 0.38D PG 64-22.** This material shall be in accordance with the Standard Specifications.
- G. GRANULAR EMBANKMENT.** This material shall be in accordance with the Standard Specifications.
- H. Pavement Striping.** See Section 713.

### **III. CONSTRUCTION – DECK, SUPERSTRUCTURE, AND FULL BRIDGE REPLACEMENTS**

- A. Foundation Preparation.** For projects involving the removal and replacement of the asphalt and backfill behind the existing abutments and new abutments or end bents, the required excavation, geotextile fabric Class 1 or 2, 4" perforated pipe, and new backfill as shown in Figure 1 as well as any excavation and grading needed to shape the bridge approaches to match the existing roadway template, will be paid for by the bid item for Foundation Preparation. See Special Provision 69 and the Standard Drawings regarding additional construction details as required.

Backfill material used behind newly constructed abutments on county routes may be constructed with Type III soil backfill. All existing abutments, abutments on state routes, and newly constructed or existing bents must be backfilled with material meeting Structural Granular Backfill specifications.



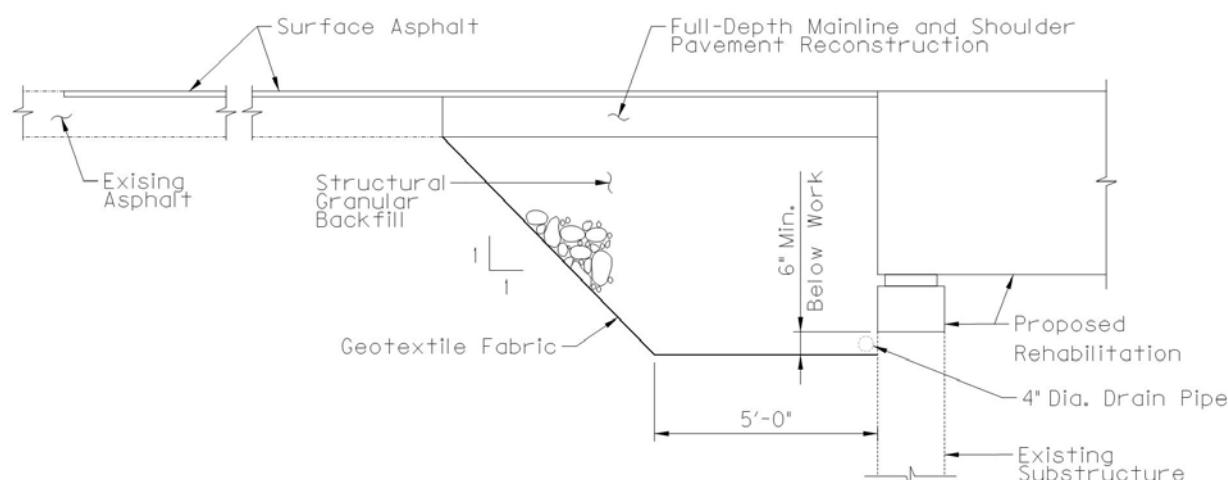


Figure 1: Detail showing proposed work for deck and superstructure replacements

- B. Remove Existing Asphalt Surface.** Remove the existing pavement material beyond the limits of full depth asphalt replacement to provide for a minimum of 1¼" new pavement surface from the bridge end extending approximately 25 feet, or as shown in the plans, into the approach pavement and across the width of the approach pavement. The Engineer shall determine the actual length and width of the milling depending on site conditions at each bridge approach. Mill the existing surface so that the new asphalt surface will match the elevation of the end of the full depth asphalt replacement and the bridge end. The Engineer shall approve the Contractor's plan for restoring the approach grade prior to the removal of the existing surface. Dispose of all removed material entirely away from the job site or as directed by the Engineer.
- C. Produce and Place New Asphalt Base.** Replace any full depth mainline and shoulder pavement removed as part of bridge backwall construction, superstructure replacement, or other work (if included in the Contract Documents) with a minimum of 8 inches of DGA, placed in two lifts of 4 inches each compacted and 8 inches of CL2 ASPH BASE 1.0D PG 64-22, placed in two lifts of 4 inches each compacted. Final elevation of the Asphalt Base at the approaches to match the width and new elevation of the riding surface on the bridge less the New Asphalt Surface to be placed. Shoulders shall receive identical treatment to the mainline pavement.
- D. Produce and Place New Asphalt Surface.** Apply an asphalt tack coat in accordance with Section 406. Produce and place the new 1 ¼" Asphalt Surface in accordance with Section 403 and compact under Option B. The new asphalt surface mixture required for this project shall be "CL2 ASPH SURF 0.38D PG 64-22". Place the new asphalt surface to smoothly connect the existing roadway grade at the end of the project, and/or the new abutment backwall.
- E. Granular Embankment for Guardrails.** When necessary to ensure compliance with standards, widen shoulders behind guardrail with granular embankment and cap with

DGA in accordance with plans or as directed by the Engineer. Remove existing topsoil as needed and place embankment in a manner to ensure proper compaction.

- F. Pavement Markings.** Pavement striping will be required to match the existing pavement striping on both approaches and the structure. Pavement striping shall be in accordance with applicable sections of the Standard Specifications and shall be incidental to the work. Raised pavement markers within the limits of the "Bridge Overlay Approach Pavement" shall be removed prior to the milling operation. The marker castings shall be cleaned and returned to the Engineer.

#### **IV. CONSTRUCTION – OVERLAY PROJECTS**

- A. Remove Existing Materials.** Remove the existing pavement material to provide for a minimum of 1¼" new pavement surface from the bridge end extending approximately 25 feet, or as shown in the plans, into the approach pavement and across the width of the approach pavement. The Engineer shall determine the actual length and width of the milling depending on site conditions at each bridge approach. Mill the existing surface so that the new asphalt surface will tie into the new armored edge, if applicable, and matches the elevation of the bridge end. The Engineer shall approve the Contractor's plan for restoring the approach grade prior to the removal of the existing surface. Dispose of all removed material entirely away from the job site or as directed by the Engineer.
- B. Mainline and Shoulder Reconstruction.** Replace shoulders in kind at the approaches to match the width and new elevation of the riding surface on the bridge. Shoulders shall receive identical treatment to the mainline pavement.
- C. Produce and Place New Asphalt Surface.** Apply an asphalt tack coat in accordance with Section 406. Produce and place the new 1 ¼" Asphalt Surface in accordance with Section 403 and compact under Option B. The new asphalt surface mixture required for this project shall be "CL2 ASPH SURF 0.38D PG 64-22". Place the new asphalt surface to smoothly connect the existing roadway grade at the end of the project and the bridge end.

For bridge decks specified to receive a new asphalt overlay as part of the work, place asphalt level and wedge and CL2 ASPH SURF 0.38D PG 64-22 as detailed in the plans to smoothly connect to the bridge approaches. If plans call for use of a waterproof membrane, this shall be addressed as a separate bid item.

- D. Granular Embankment for Guardrails.** When necessary to ensure compliance with standards, widen shoulders behind guardrail with granular embankment and cap with DGA in accordance with the plans or as directed by the Engineer. Remove existing topsoil as needed and place embankment in a manner to ensure proper compaction.
- E. Pavement Markings.** Pavement striping will be required to match the existing pavement striping on both approaches and the structure. Pavement striping shall be in accordance with applicable sections of the Standard Specifications and shall be incidental to the work. Raised pavement markers within the limits of the "Bridge

Overlay Approach Pavement” shall be removed prior to the milling operation. The marker castings shall be cleaned and returned to the Engineer.

## **V. MEASUREMENT**

- A. Granular Embankment: The Department will measure the quantity in cubic yards. The Department will measure along the centerline to determine a linear foot of placement multiplied by a theoretical cross section of 12 square feet to achieve the quantity per side of the roadway.
- B. Bridge Overlay Approach Pavement: The Department will measure the quantity of in square yards. The Department will measure along the centerline from each end of the limits of the work as detailed on the plans to the point where the new pavement ties into the exiting pavement and across the width of the new pavement perpendicular to the centerline of the roadway.
- C. Foundation Preparation: See Section 603.

## **VI. PAYMENT**

- A. Granular Embankment: Payment at the contract unit price per cubic yard of granular embankment is full compensation for granular embankment and DGA used for widening the shoulder for guardrail as directed. Variance of actual cross sectional quantities versus theoretical quantities will not be considered for additional payment.
- B. Bridge Overlay Approach Pavement: Payment at the contract unit price per square yard of is full compensation for removing existing pavement markers, mobilization of milling equipment, removing specified existing pavement material, reconstruct shoulders as needed, furnishing and installing the asphalt tack coat, producing and placing the new asphalt and DGA, and all incidental items necessary to complete the work within the specified pay limits as specified by this note and as shown in the Contract Documents.
- C. Foundation Preparation: See Section 603. Payment for Structural Granular Backfill or Type III soil backfill to be incidental to Foundation Preparation.

<i><b>Code</b></i>	<i><b>Pay Item</b></i>	<i><b>Pay Unit</b></i>
02223	Granular Embankment	Cubic Yards
03304	Bridge Overlay Approach Pavement	Square Yards
08803	Foundation Preparation	Lump Sum

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

SPECIAL NOTE FOR CONCRETE COATING

I. DESCRIPTION

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

This work consists of the following:

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

II. MATERIALS

One of the following coating systems shall be used:

<u>Manufacturer</u>	<u>Prime Coat</u>	<u>Finish Coat</u>
Sherwin Williams	Macropoxy 646	Acrolon 218 HS
PPG	Amerlock 2	Devoe Devflex HP
Carboline	Carboguard 890	Carbothane 133 HB
Tnemec	Elastogrip 151	Envirocrete 156

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

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

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

### III. CONSTRUCTION

- A. Perform Concrete Repairs.** Repair concrete surface in accordance with the Special Note for Epoxy Injection Crack Repair and/or the Special Note for Concrete Patching Repair if included in the contract documents.
- B. Apply Ordinary Surface Finish.** In addition to new concrete, areas receiving epoxy injection, concrete patching, and other surface imperfections, including areas of minor cracking, should receive Ordinary Surface Finish in accordance with Section 601.03.18 of the Standard Specifications. Use mortar of the same cement and fine aggregate as the concrete patching, or as directed by the Engineer. Payment will be incidental to Concrete Sealing.
- C. Areas to Receive Concrete Coating:**
1. Substructure Units under open, closed, and/or sealed transverse deck joints: Every exposed surface above a point 6" below ground or fill line of abutments, wing walls, end bent and pier caps, pedestals, back walls, columns, and exposed footings.
  2. Other areas of the bridge as specified in the drawings.
- D. Prepare Concrete Surfaces for Repair.** All areas specified shall be pressure washed. Equip the pressure washers with calibrated gages and pressure regulators to ascertain and regulate water pressure. All equipment for pressure washing shall be operated at a minimum pressure of up 3,500 to 4,500 psi with 0 degree spinner tip and/or fan tips as determined by the engineer at the working location with a minimum flow rate of 3.5 gal/minute provided that these pressures do not damage any components of the structure. Pressure and flow rates shall be reduced to a level satisfactory to the Engineer should any damage occur due to power washing procedures. The washing wand must be approximately perpendicular to the washed surface and within a maximum of 12 inches of the surface. Wand extensions greater than 36 inches will be subject to Division of Construction approval. Pressure washing of any bridge element will proceed from top of wash area to bottom of wash area. Perform all pressure washing at temperatures above 40 degrees Fahrenheit.
- E. Apply Concrete Coating.** All areas specified shall have concrete coating applied to as specified after debris removal and power washing. New concrete shall be allowed to properly cure in accordance with the manufacturer's recommendations prior to application. Use compressed air to remove any loose debris from the surfaces that are to be coated after power washing. All coatings shall be applied within manufacturers recommended dry film thickness range. Comply with KYTC "Standard Specifications for Road and Bridge Construction" Section 614.03.02 and coatings supplier recommended conditions for application. Allow the surfaces to be coated to dry a minimum of 24 hours before any coating is applied. The coating must be applied with 72 hours of pressure washing. The coating must be applied to a clean and dry surface. All coating application shall be executed using brushes, rollers, etc. No spray application will be permitted.

The Department requires acceptance testing of samples obtained on a per-lot basis per-shipment. The Division of Materials shall perform acceptance testing. Test samples shall be taken at the Contractor’s paint storage site. Department personnel shall perform sampling. Allow (10) working days for testing and approval of the sampled paint. It is the Contractor’s responsibility to maintain an adequate inventory of approved paint. The Department shall assume no responsibility for lost work due to rejection of paint or approved paint subsequently found to be defective during the application process. Perform all concrete coating application at temperatures above 40 degrees Fahrenheit or in accordance with manufactures specifications.

**IV. MEASUREMENT**

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

**V. PAYMENT.**

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

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

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

SPECIAL NOTE FOR CONCRETE SEALING

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

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

This work consists of:

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

II. **MATERIALS.**

A. **Sealer.** Use one of the following:

Product	Supplier
Protectosil BHN	Evonik Industries
Protectosil 300S	Evonik Industries
TK-590-40 Tri-Silane 40%	TK Products
SW-244-100	Chemical Products Industries, Inc.
TK-590-1 MS Tri-Silane	TK Products
MasterProtect H1000	BASF
Aquanil Plus 40	ChemMasters
SIL-ACT ATS-100	Advanced Chemical Technologies
Certivex Penseal BTS 100%	Vexcon
Pentreat 244-40	W.R. Meadows
Aquanil Plus 40A	ChemMasters

- B. Coverage Rate:** Follow all manufacturers recommendations for coverage rates except the application rate must not exceed the square footage coverage rate per gallon of sealer as given in the chart below. If the manufacturer recommends a coverage rate greater than given in the table below, apply sealer at the rate given in the table below for the chosen sealers silane percentage.

% Silane	Coverage rate (ft <sup>2</sup> /gallon)
100	300
40	120
20	60

**III. CONSTRUCTION.**

- A. Perform Concrete Repairs.** Repair concrete surface in accordance with the Special Note for Epoxy Injection Crack Repair and/or the Special Note for Concrete Patching Repair if included in the contract documents.
- B. Curing Compound.** Contrary to Section 609.03.12 of the specifications, curing compound is not to be used on the deck due to potentially causing issues with the concrete sealer. During the deck pour, finishing, and tining operations the Class AA concrete shall be kept continuously moist with the use of a mister until burlap or curing blankets are applied to the surface. At no point should water be pooling or running off the surface or the surface of the concrete be allowed to become dry. After the burlap or curing blankets are installed, cure in accordance with the specifications. Include all costs in the unit price bid for Class AA concrete. Failure to properly cure the concrete in accordance with this note and the specifications may result in weakened or cracked concrete. If the concrete is weakened or cracked due to improper curing, the contractor will be responsible for providing alternates to fix the issues to the Engineer for review and the contractor will be solely responsible for all costs to do so, up to complete replacement. Do not begin any construction on fixing any issues without approval of the Engineer.
- C. Apply Ordinary Surface Finish.** In addition to new concrete, areas receiving epoxy injection, concrete patching, and other surface imperfections, including areas of minor cracking, should receive Ordinary Surface Finish in accordance with Section 601.03.18 of the Standard Specifications. Existing structural items not newly placed, patched, or repaired may be exempt from Ordinary Surface Finish. Use mortar of the same cement and fine aggregate as the concrete patching, or as directed by the Engineer. Payment will be incidental to Concrete Sealing. Finish surface of bridge decks in accordance with Section 609 of the Standard Specifications.
- D. Areas to Receive Concrete Sealing:**
- Every exposed surface above a point 6” below ground or fill line of abutments, wing walls, end bent and pier caps, pedestals, back walls, columns, and exposed footings.



2. All exposed surfaces of concrete deck, barrier walls, parapets, curbs, and plinths.
  3. Prestressed Concrete I-Girders, Concrete Beams, and Spread Prestressed Concrete Box Beams: The underneath surfaces of slab overhangs outside of exterior concrete girders and to the exterior side and bottom of exterior concrete girders and beams.
  4. Adjacent Prestressed Concrete Composite Box Beams: Full length of the exterior face of all exterior beams from the top of the box beam to 1'-0" underneath the beams.
  5. Prestressed Non-Composite Box Beams: All faces of all beams, excluding surfaces to be covered with a waterproofing membrane. Take care to ensure that the grout pockets are not sealed.
  6. If the contract documents include the Special Note for Concrete Coating, do not apply concrete sealer to the areas where Concrete Coating is specified.
- E. Cleaning the Concrete Surfaces to be sealed.** Dry clean the concrete to remove all loose debris. Remove all visible hydrocarbons from the surface with detergent approved by the manufacturer of the deck sealant. Pressure wash all surfaces to be sealed at 2000 to 3000 psi. Install pressure gauges at each wand to verify pressure. Use 30° fan tip or as recommended by the manufacturer of the sealant. Hold pressure washing wand a minimum of 45° from the surfaces with a maximum stand-off distance of 12 inches.
- F. Sealing the Concrete.** Allow new concrete to cure a minimum 28 days prior to application of sealer. Monitor weather conditions prior to sealer application. Refer to manufacturer's recommendations for proper ambient conditions. Do not apply sealer if precipitation is anticipated within the time stated by the manufacturer. Allow the concrete to dry 24 hours (after washing or rain event) before sealer application. The bridge deck can be reopened to traffic while drying. Sealer must be applied within 48 hours of washing or the concrete must be rewashed. Divide the concrete into predefined areas of specific square footage to aid in determining usage. Comply with manufacturer's usage recommendation. Using a low-pressure pump, apply sealer and spread evenly with broom or squeegee; do not allow pooling to remain. When each predefined area is complete, measure the amount of sealer used to verify proper usage. After sealing, follow manufacturer's recommended cure time before opening to traffic. On vertical surfaces, apply the sealer in a flooding application from the bottom up, so the material runs down 6 to 8 inches below the spray pattern.
- G. Inspection:** Monitor all aspects of the project to assure compliance to this specification. Observe and document general conditions during the entirety of the project. Verify that each phase of work has been satisfactorily completed prior to beginning the next phase. Phases are described as follows:
1. Dry cleaning to remove loose debris, verify and document:
    - a. All debris has been removed and disposed of properly.
  2. Removal of hydrocarbons, verify and document:

- a. The manufacturer's recommended detergent is used for removal.
- b. Hydrocarbons have been satisfactorily removed.
- 3. Pressure washing, verify and document:
  - a. Washing pressure at the wand.
  - b. Tip size used.
  - c. Wash angle and stand-off distance.
  - d. The concrete is satisfactorily cleaned.
- 4. Sealer application, verify and document:
  - a. Proper cure time for new concrete.
  - b. Concrete surface is dry.
  - c. Document time since washed.
  - d. Was the bridge deck opened to traffic after washing?
  - e. Document ambient temperature, surface temperature, relative humidity, and dew point.
  - f. Application and distribution method.
  - g. Coverage to be complete and even.
  - h. Material is not allowed to remain pooled.
  - i. Monitor material usage.
  - j. No traffic on the bridge decks until proper cure time is allowed.

#### **IV. MEASUREMENT**

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

#### **V. PAYMENT**

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

# SPECIAL NOTE FOR CONSTRUCTION SCHEDULE

Scott County SYP 710006

## I. DESCRIPTION

Construction and bridge closure can begin on March 18, 2024.

Bridge must be open to traffic by July 19, 2024.

Construction must be complete by August 16, 2024.

# SPECIAL NOTE FOR DISTRIBUTED GALVANIC ANODES

Scott County SYP 710006

## I. DESCRIPTION

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

The work under this section shall consist of furnishing all labor, tools, materials, equipment and services necessary to properly install distributed galvanic anodes.

Distributed galvanic anodes are designed to provide localized corrosion protection. When placed at the appropriate spacing along the perimeter of concrete patches or along the interface between new/existing concrete, the anodes mitigate active corrosion and the formation of new corrosion sites in the adjacent existing concrete.

## II. REFERENCES

- A. ACI 222R-19 – Guide to Protection of Reinforcing Steel in Concrete against Corrosion (2019)
- B. ASTM B418-16a – Standard Specification for Cast and Wrought Galvanic Zinc Anodes (2016)
- C. ICRI Guideline 310.1R – Guide for Surface Preparation for the Repair of Deteriorated Concrete Resulting from Reinforcing Steel Corrosion (2008)
- D. ASTM A1064-18a – Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed for Concrete (2018)

## III. ADDITIONAL SOURCES OF INFORMATION

The following publications provide further guidance regarding the use of galvanic anodes in concrete protection applications.

- A. ACI RAP Bulletin 8 – Field Guide to Concrete Repair Application Procedures: Installation of Embedded Galvanic Anodes (2005)
- B. ISO 12696 – Cathodic Protection of Steel in Concrete (2016)

## IV. MATERIALS

### 1. Distributed Galvanic Anodes

Use a product in any appropriate phase of review in the Kentucky Product Evaluation List (KYPEL). <http://kypel.engr.uky.edu/Login.aspx/>. Phase explanations can be

found at <http://kypel.engr.uky.edu/PhaseExplanation.aspx> . Product chosen must be submitted and approved by the Engineer before use.

Embedded galvanic anodes shall meet the following requirements:

- A. The anode shall have approximate dimensions of 1 in. x 2 in. x 6 feet.
- B. The anode shall be pre-manufactured.
- C. The anode shall consist of a minimum of 0.6 pounds of zinc per foot in compliance with ASTM B418 Type II, with iron content less than 15 ppm and shall be evenly distributed around a steel core which is continuous along the length of the unit.
- D. The anode shall be supplied with a pair of uncoated stainless steel tie wires with optional loop ties to make connections to the reinforcing steel.
- E. The zinc core shall be encased in a highly alkaline cementitious shell with a pH of 14 or greater.
- F. The anode shall contain no added constituents that are corrosive to reinforcing steel or detrimental to concrete according to ACI 222R, e.g. Chloride, bromide, sulfates, etc.
- G. The anode protection system shall provide a minimum of 20 years of service life.

## 2. Concrete

Concrete mixture shall be of sufficient consistency to encapsulate the anodes without voids or segregation. Concrete shall have an electrical resistivity of less than 50,000 ohm-cm. Concrete mixtures that contain elevated levels of pozzolanic materials such as silica fume, ground-granulated blast-furnace slag, or fly ash will reduce the electrical conductivity of the concrete and may not be suitable for use.

## 3. Storage

Deliver, store, and handle all materials in accordance with manufacturer's instructions. Anode units shall be stored in dry conditions in the original unopened containers in a manner to avoid exposure to extremes of temperature and humidity.

# V. CONSTRUCTION

## 1. Submittals

The Contractor shall submit installation shop drawings and product data for the galvanic anode system. Shop drawings shall provide the following information:

- A. Include the quantity of anodes located on each individual element and provide details and notes for connection of anodes to the reinforcing. Any changes to locations of anodes made during installation shall be identified and included on an as-built drawing.

- B. The high-purity zinc anode contains an alkali-activated mortar with a pH of 14 or greater.
- C. The anode unit does not contain any corrosive constituents detrimental to reinforcing steel, e.g. chloride, sulfate, bromide, etc.
- D. Proven track record of the anode technology showing satisfactory field performance with a minimum of three projects of similar size and application.
- E. Independent third-party evaluation of the anode technology, e.g. Hitec, Concrete Innovations Appraisal Service, BRE, etc.

## 2. Personnel

- A. The contractor shall enlist and pay for the services of a cathodic protection technician (CPT) working under the direction of a cathodic protection specialist (CPS) certified by NACE International with documented experience in design and installation Quality Control of cathodic protection systems for reinforced concrete. The CPT shall be provided by the anode Manufacturer. CPT shall have a minimum of five years of documented experience installing cathodic protection systems for reinforced concrete.
- B. The contractor shall coordinate its work schedule with the designated CPT to allow for installation training during project startup and initial anode installation.
- C. The CPT shall be responsible for training the contractor's employees and State personnel in the following areas:
  - a. Anode storage and handling safety precautions;
  - b. Verification of reinforcing steel electrical continuity and electrical continuity corrections;
  - c. Anode installation process;
- D. The CPT shall prepare and submit to the Contractor a letter report certifying that the installation training has been completed containing the date(s) when training occurred, the names of personnel trained, and that the individuals demonstrated competency in the various aspects of the installation and quality control procedures.

## 3. Concrete Removal

- A. Remove loose or delaminated concrete as per the requirements in the plans.

## 4. Cleaning and Repairing Reinforcing Steel

- A. Clean exposed reinforcing steel of rust, mortar, etc. to provide sufficient electrical connection and mechanical bond.
- B. If significant reduction in the cross section of the reinforcing steel has occurred, replace or install supplemental reinforcement as directed by the Engineer.
- C. Secure loose reinforcing steel by tying tightly to other bars with steel tie wire.

- D. Verify electrical continuity of all reinforcing steel, including supplemental steel, as per Section 6 below.

## 5. Surface Conditioning of Concrete

- A. Create a clean, sound substrate by removing bond-inhibiting materials with high pressure water blasting or abrasive materials. All waste materials shall be collected and disposed of away from site or as approved by the Engineer.

## 6. Electrical Continuity

- A. The reinforcing steel shall be confirmed to be electrically continuous prior to anode installation. The Contractor shall confirm electrical continuity of the reinforcing steel by conducting quality control tests in the presence of the Engineer using a voltmeter with a minimum impedance of 10 MΩ.
- B. Any new steel added to the structure, such as supplemental reinforcing, wire mesh or rebar shall be electrically continuous. The new steel shall be connected to the anode grid or bonded to existing reinforcing steel. After the distributed galvanic anodes are installed, the continuity of the connection between anode tie wire and reinforcing steel is verified using the same procedures prior to concrete placement. A resistance measurement between two test locations less than or equal to 1.0 Ω shall be considered continuous.
- C. A voltage difference between two test locations less than or equal to 1.0 mV shall be considered continuous.
- D. Any discontinuous steel identified may be corrected by tying the reinforcing steel with uncoated steel wire to adjacent continuous steel, resistance welding the intersections of bars if approved by the Engineer, or welding a solid steel wire or bar between the discontinuous steel and adjacent continuous steel.
- E. All reinforcing steel connections shall receive a coat of 100% solids, non-conductive epoxy such that no wire or brazing material will be in contact with the concrete when placement is complete. The contractor shall verify continuity between the connections and the ties prior to coating with epoxy.
- F. Continuity corrections shall be verified by the Engineer.

## 7. Galvanic Anode Installation

- A. Distributed anodes shall be placed in locations as per the design and indicated on the drawings. Secure anodes to the new reinforcement cage with zip ties or similar to prevent movement during concrete placements. Do not allow the anodes to soak in water greater than 20 minutes prior to concrete placement.
- B. Wrap the tie wires around the clean reinforcing steel at least one full turn in opposite directions and bring the two free ends together and twist tight to create a secure electrical connection and allow no anode movement during concrete placement. Electrical continuity of the anodes and existing reinforcing steel network shall be confirmed by the Engineer prior to form installation.

- C. Any wire connections between steel and other metals, such as copper, must be electrically isolated from the concrete electrolyte using medium or heavy-walled adhesive-lined heat shrink tubing, waterproof rubber electrical tape, or encapsulated with 100% solids epoxy.

## 8. Concrete Placement

After the distributed galvanic anodes have been installed. Place approved concrete taking care to avoid damage to the anodes, connections, and wiring. Consolidate concrete around anodes assuring no voids exist.

## VI. MEASUREMENT

- A. **Galvanic Anode.** The distributed galvanic anodes will be individually measured for payment.

## VII. PAYMENT

- A. **Galvanic Anode.** Payment at the contract unit price per each is full compensation for materials, installation, and all incidental items necessary to complete the work in accordance with this Special Note and as shown on the plans.



## SPECIAL NOTE

### For Additional Environmental Commitments

IN ADDITION TO OTHER ENVIRONMENTAL COMMITMENTS LISTED IN THIS CONTRACT, THE FOLLOWING COMMITMENTS ALSO APPLY, AS THIS IS A FEDERALLY FUNDED UNDERTAKING AS DEFINED IN SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT, [36 CFR 800.16\(Z\)](#):

- 1) The KYTC has completed a Phase 1 archaeological survey for a site-specific area surrounding the bridge. The cleared area is shown as “Archaeologically Cleared Area” or “Environmentally Cleared Area” on the concept plans and/or the map attached to this note or included elsewhere in the proposal. Likewise, any areas that must be avoided have been labeled “Do Not Disturb.” The contractor shall install snow fencing to clearly delineate the boundary of the project lying within the bounds of the archeologically cleared area and right of way/easements. This snow fence shall be paid for per linear foot measured. If the Contractor requests additional area, and as a result additional delineation is required, the additional snow fence will not be paid and will be considered incidental to the original line item for snow fence.

If the Contractor deems it necessary to use additional areas outside the Archaeologically/ Environmentally Cleared Area for any purposes—e.g., laydown yards, vehicle parking, parking cranes, delivering beams, borrow areas, waste areas, etc.—the Contractor must first get a written agreement with the landowner (assuming the additional area is outside the right-of-way). Then the Contractor shall seek approval of the use of the site—whether within or outside the right-of-way—by both the KYTC Section Supervisor and the Bridging Kentucky Environmental Lead at [BKY\\_Env@docs.e-builder.net](mailto:BKY_Env@docs.e-builder.net). The Contractor shall provide a map of the area(s) to be used, including access points, and property-owner agreements. The BKY Environmental Team will complete initial field investigations for archaeological, historical, ecological, and other environmental clearances. If any potentially significant site or resources are found, the KYTC has the right to deny the use of the proposed site. The maps and property owner agreements are to be submitted at least ten (10) business days prior to the Preconstruction Conference, or sixty (60) days prior to the Contractors access to the site, for coordination and review by the KYTC District and Bridging Kentucky Team.

A Liquidated Damage of \$50,000 will be assessed whenever the Contractor has used any restricted areas. The fee will be assessed on a *per bridge* basis, whether the contract involves bridge bundles or a single bridge. In addition, all fines, fees, penalties, remediation costs, and other damages related to breaches of Threatened and Endangered Species Act Section 7, National Historic Preservation Act Section 106, Clean Water Act Sections 401 and 404, Kentucky General Permit for Stormwater Discharges KYR10, Environmental Protection Agency requirements, State Historic Preservation Office requirements, and other related permitting agencies will be paid by the Contractor, including all associated costs and burdens placed upon the Kentucky Transportation Cabinet.

- 2) In the event that human remains are encountered during project activities, all work should be immediately stopped in the area. The area should be cordoned off, and, in accordance with KRS

72.020, the county coroner and local law enforcement must be contacted immediately. Upon confirmation that the human remains are not of forensic interest, the unanticipated discovery must be reported to Nicolas Laracuenta at the Kentucky Heritage Council at (502) 892-3614, George Crothers at the Office of State Archaeology at (859) 257-1944, and KYTC DEA archaeologists at (502) 564-7250.

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

- 3) If, during the implementation of The Project, a previously unidentified historic/ archaeological property is discovered or a previously identified historic/archaeological property is affected in an unanticipated manner, the contractor shall (1) call KYTC DEA archaeologists at (502) 564-7250, (2) call SHPO archaeologists at (502) 892-3614, and (3) ensure that all work within a reasonable area of the discovery shall cease until such time as a treatment plan can be developed and implemented.

## **SPECIAL NOTE**

### **FOR SEDIMENT PREVENTION AND EROSION CONTROL**

#### **FOR IMPACT REGARDLESS OF SIZE OF THE DISTURBED AREA**

Potential impacts to gray bat foraging habitat and habitat for federally listed fish and mussel species will be minimized by implementing erosion prevention and sediment control measures.

As required under Section 213 of the KYTC Standard Specifications, prior to onsite activities a **site-specific *Erosion Control Plan* including BMPs** to ensure continuous erosion control throughout the construction and post construction period. The plan will identify individual Disturbed Drainage Areas (DDA) where storm water from the construction area will be discharged off site or into waters of the Commonwealth.

Should the Contractor fail to create a BMP Plan or provide and maintain the necessary erosion control, Liquidated Damages will apply at the rate specified in the contract. If no rate is specified, Liquidated Damages will be applied at the rate specified in Section 108 of the Standard Specifications.

The erosion prevention and sediment controls proposed are presented below.

- The location of the individual erosion prevention/sediment control measures will be identified by the Resident Engineer and Contractor. The Contractor will place erosion control devices as identified in the site-specific BMP Plan prior to beginning work.
- Mulch will be placed, during grade and drain activities, across all areas where no work will be conducted for a period of 14 consecutive days.
- Tree clearing within the riparian zone will be minimized. Trees to be removed will be determined by the resident engineer and the contractor prior to disturbance. (Note: Any “Special Note for Tree Clearing Restrictions” must be adhered to.)
- Silt fence, or other approved method as appropriate, will be installed at the edge of waters within the project corridors to eliminate the deposition of rock and debris in the streams during construction activities. In the unforeseen event that unintended debris does enter the streams, the resident engineer will halt the contributing activity until appropriate remedial actions have been implemented.
- To the maximum extent plausible, construction activities will take place during low-flow periods.
- Equipment staging and cleaning areas will be located to eliminate direct inputs to waters of the Commonwealth. These areas will be located such that effluent will be filtered through vegetated areas and appropriate sediment controls prior to discharge offsite.

- Concrete will be poured in a manner to avoid spills into the streams. In the unforeseen event that a spill does occur, the USFWS will be notified, and the resident engineer will immediately halt the activity until remedial measures have been implemented.
- KYTC proposes to stabilize areas disturbed during construction activities through vegetation establishment and placement of riprap and geotextile fabric. Re-vegetation of the disturbed areas will allow thermoregulation of water within the streams, establish long-term, regenerative stabilization of the stream banks, and provide nutrients to the aquatic macroinvertebrate community through inputs of organic material.
- Areas disturbed during construction and not stabilized with rip rap and erosion blanket will be seeded using a standard seed mix. Depending on project slope and project location, application rates and seed mix types will vary. The Contractor shall perform all final seeding and protection, in accordance with the plans and Section 212 of KYTC Standard Specifications.
- Contrary to Section 213.03.03, paragraph 2, the Engineer shall conduct inspections as needed to verify compliance with Section 221 of KYTC Standard Specifications. The Engineer's inspections shall be performed a minimum of once per month and within seven (7) days after a storm of ½ inch or greater. Copies of the Engineer's inspections shall not be provided to the Contractor unless improvements to the BMPs are required. The Contractor shall initiate corrective action within 24 hours of any reported deficiency and complete the work within five (5) days. The Engineer shall use Form TC 63-61 A for this report. Inspections performed by the Engineer do not relieve the Contractor of any responsibility for compliance. If corrections are not made within the five (5) days specified, the liquidated damages will apply at the rate specified in the Liquidated Damages note in the contract.
- Contrary to Sections 212.05 and 213.05, unless listed in the proposal, bid items for temporary BMPs and items for permanent erosion control will not be measured for payment and will be replaced with one lump sum item for the services. Payment will be pro-rated based on the Project Schedule as submitted by the Contractor and as agreed to by the Engineer.
- The Contractor shall be responsible for applying "good engineering practices." The Contractor may use any temporary BMPs and permanent BMPs that fall within the guidance of the current Standard Specifications, KYTC's Best Management Practices manual, and with the approval of the KYTC Engineer.

#### FOR IMPACT GREATER THAN 1.0 ACRE

When the total disturbed area for a project, including laydown and waste/borrow areas, is greater than 1.0 acre, the Contractor shall be responsible for filing the Kentucky Pollution discharge Elimination System (KPDES) KYR10 permit Notice of Intent (NOI) with the Kentucky Division of Water (DOW). The Contractor will be responsible for following the KPDES requirements of local Municipal Separate Storm Sewer System (MS4) programs with jurisdiction. Required NOI shall name the Contractor as the Facility Operator and include the KYTC Contract ID Number (CID) for reference. For grouped contracts with more than one structure, each structure will be treated independently in regards to disturbed area unless another structure is within 0.25 mile of

the structure. For structures within 0.25 mile of each other, the total disturbed area will be the sum of the combined disturbed areas. The Contractor shall be responsible for filing the KPDES permit Notice of Termination (NOT) with the Kentucky DOW and any local MS4 Program that has jurisdiction. The NOT shall be filed after the Engineer agrees the project is stabilized or the project has been formally accepted.

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

The Contractor shall be responsible for the examination of the soils to be encountered and make his own independent determination of the temporary BMPs that will be required to accomplish effective erosion prevention and sediment control. The Contractor shall provide the Engineer copies of all documents required by the KPDES permit at the time they are prepared.

**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.**

KyTC BMP Plan for Project CID ## - #####



**Kentucky Transportation Cabinet**

**Highway District 7**

**And**

\_\_\_\_\_ **(2), Construction**

**Kentucky Pollutant Discharge Elimination System**

**Permit KYR10**

**Best Management Practices (BMP) plan**

**Groundwater protection plan**

**For Highway Construction Activities**

**For**

**Replacement**

**Project: CID ## - #####**

## KyTC BMP Plan for Project CID ## - ####

### Project Information

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

1. Owner – County Highway Agency, District 7 (1)

2. Resident Engineer: (2)

3. Contractor Name: (2)

Address: (2)

Phone number: (2)

Contact: (2)

Contractor's agent responsible for compliance with KPDES permit requirements: (3)

4. Project Control Number: (2)

5. Route (Address): Lemons Mill Road over Norfolk Southern (Cno&Tp) RR (1)

6. Latitude/Longitude (project mid-point): 38°12'13.4"N 84°32'54.9"W (1)

7. County (project mid-point): Scott County (1)

8. Project start date (date work will begin): (2)

9. Projected completion date: (2)

KyTC BMP Plan for Project CID ## - ####

## A. Site Description

1. **Nature of Construction Activity (from letting project description):** Address deficiencies of Lemons Mill Road Bridge (105C00112N) over Norfolk Southern (Cno&Tp) RR, MP 0.04. Replacement SYP No.7-10006. (1)
2. **Order of major soil disturbing activities:** (2) and (3)
3. **Projected volume of material to be moved:** (3)
4. **Estimate of total project area (acres):** (3)
5. **Estimate of area to be disturbed (acres):** (3)
6. **Post construction runoff coefficient** will be included in the project drainage folder. Persons needing information pertaining to the runoff coefficient will contact the resident engineer to request this information. (1)
7. **Data describing existing soil condition:** One soil series (Bluegrass-Maury silt loams) is mapped within the APE. Both Bluegrass and Maury soils are Alfisols, which are found on landforms that formed during the late Pleistocene or earlier (Soil Survey Staff 1999:163–165). The typical Bluegrass series soil profile consists of very deep, well drained, moderately permeable soils that formed in silty material over residuum weathered from limestone. These soils are found on uplands. Maury series soils are very deep, well drained, moderately permeable soils that formed in silty material over residuum weathered from limestone. These soils are found on uplands. (1) and (2)
8. **Data describing existing discharge water quality (if any):** (2)
9. **Receiving water name:** N/A (1)
10. **TMDLs and Pollutants of Concern in Receiving Waters:** (1 DEA)
11. **Site map:** Project layout sheet plus the erosion control sheets in the project plans that depict Disturbed Drainage Areas (DDAs) and related information. These sheets depict the existing project conditions with areas delineated by DDA (drainage area bounded by watershed breaks and right of way limits), the storm water discharge locations (either as a point discharge or as overland flow) and the areas that drain to each discharge point. These plans define the limits of areas to be disturbed and the location of control measures. Controls will be either site specific as designated by the designer or will be annotated by the contractor and resident engineer before disturbance commences. The project layout sheet shows the surface waters and wetlands.



## KyTC BMP Plan for Project CID ## - ####

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

### B. Sediment and Erosion Control Measures

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

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

2. Following award of the contract, the contractor and resident engineer will annotate the erosion control sheets showing location and type of BMPs for each of the DDAs that will be disturbed at the outset of the project. This annotation will be accompanied by an order of work that reflects the order or sequence of major soil moving activities. The remaining DDAs are to be designated as "Do Not Disturb" until the contractor and resident engineer prepare the plan for BMPs to be employed. The initial BMP's shall be for the first phase (generally Clearing and Grubbing) and shall be modified as needed as the project changes phases. The BMP Plan will be modified to reflect disturbance in additional DDA's as the work progresses. All DDA's will have adequate BMP's in place before being disturbed.
3. As DDAs are prepared for construction, the following will be addressed for the project as a whole or for each DDA as appropriate:
- **Construction Access**—This is the first land-disturbing activity. As soon as construction begins, bare areas will be stabilized with gravel and temporary mulch and/or vegetation.
  - **Sources**—At the beginning of the project, all DDAs for the project will be inspected for areas that are a source of storm water pollutants. Areas that are a source of pollutants will receive appropriate cover or BMPs to arrest the introduction of pollutants into storm water. Areas that have not been opened by the contractor will be inspected periodically (once per month) to determine if there is a need to employ BMPs to keep pollutants from entering storm water.

## KyTC BMP Plan for Project CID ## - ####

- **Clearing and Grubbing**—The following BMP's will be considered and used where appropriate.
  - Leaving areas undisturbed when possible.
  - Silt basins to provide silt volume for large areas.
  - Silt Traps Type A for small areas.
  - Silt Traps Type C in front of existing and drop inlets which are to be saved.
  - Diversion ditches to catch sheet runoff and carry it to basins or traps or to divert it around areas to be disturbed.
  - Brush and/or other barriers to slow and/or divert runoff.
  - Silt fences to catch sheet runoff on short slopes. For longer slopes, multiple rows of silt fence may be considered.
  - Temporary mulch for areas which are not feasible for the fore mentioned types of protections.
  - Non-standard or innovative methods.
- **Cut and Fill and Placement of Drainage Structures**—The BMP Plan will be modified to show additional BMP's such as:
  - Silt Traps Type B in ditches and/or drainways as they are completed.
  - Silt Traps Type C in front of pipes after they are placed.
  - Channel Lining.
  - Erosion Control Blanket.
  - Non-standard or innovative methods.
- **Profile and X-Section in Place**—The BMP Plan will be modified to show elimination of BMP's which had to be removed and the addition of new BMP's as the roadway was shaped. Probably changes include:
  - Silt Trap Type A, Brush and/or other barriers, Temporary mulch, and any other BMP which had to be removed for final grading to take place.
  - Additional Silt Traps Type B and Type C to be placed as final drainage patterns are put in place.
  - Additional Channel Lining and/or Erosion Control Blanket.
  - Temporary mulch for areas where Permanent Seeding and Protection cannot be done within 21 days.
  - Special BMP's such as Karst Policy.
- **Finish Work (Paving, Seeding, Protect, etc.)**—A final BMP Plan will result from modifications during this phase of construction. Probable changes include:

## KyTC BMP Plan for Project CID ## - ####

- Removal of Silt Traps Type B from ditches and drainways if they are protected with other BMP's which are sufficient to control erosion, i.e. Erosion Control Blanket, or Permanent Seeding and Protection on moderate grades.
  - Permanent Seeding and Protection.
  - Placing Sod.
  - Planting trees and/or shrubs where they are included in the project.
- BMP's, including Storm Water Management Devices such as velocity dissipation devices and Karst policy BMP's, to be installed during construction to control the pollutants in storm water discharges that will occur after construction has been completed are: (3)

### C. Other Control Measures

#### 1. Solid Materials

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

#### 2. Waste Materials

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

#### 3. Hazardous Waste

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

#### 4. Spill Prevention

The following material management practices will be used to reduce the risk of spills or other exposure of materials and substances to the weather and/or runoff.  
(3)

## KyTC BMP Plan for Project CID ## - ####

### ➤ **Good Housekeeping**

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

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

### ➤ **Hazardous Products**

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

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

## **5. Product-specific Practices**

The following product-specific practices will be followed onsite:

### ➤ **Petroleum Products**

- Vehicles and equipment that are fueled and maintained on site will be monitored for leaks and receive regular preventative maintenance to reduce the chance of leakage. Petroleum products

## KyTC BMP Plan for Project CID ## - ####

onsite will be stored in tightly sealed containers, which are clearly labeled and will be protected from exposure to weather.

- The contractor shall prepare an Oil Pollution Spill Prevention Control and Countermeasure plan when the project that involves the storage of petroleum products in 55 gallon or larger containers with a total combined storage capacity of 1,320 gallons. This is a requirement of 40 CFR 112.
- This project (will / will not) (3) have over 1,320 gallons of petroleum products with a total capacity, sum of all containers 55-gallon capacity and larger.

### ➤ **Fertilizers**

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

### ➤ **Paints**

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

### ➤ **Concrete Truck Washout**

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

### ➤ **Spill Control Practices**

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

- Manufacturers' recommended methods for spill cleanup will be clearly posted. All personnel will be made aware of procedures and the location of the information and cleanup supplies.

## KyTC BMP Plan for Project CID ## - ####

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

### D. Other State and Local Plans

This BMP plan shall include any requirements specified in sediment and erosion control plans, storm water management plans or permits that have been approved by other state or local officials. Upon submittal of the NOI, other requirements for surface water protection are incorporated by reference into and are enforceable under this permit (even if they are not specifically included in this BMP plan). This provision does not apply to master or comprehensive plans, non-enforceable guidelines or technical guidance documents that are not identified in a specific plan or permit issued for the construction site by state or local officials. (1)

### E. Maintenance

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

## KyTC BMP Plan for Project CID ## - ####

### F. Inspections

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

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

## KyTC BMP Plan for Project CID ## - ####

### G. Non–Storm Water Discharges

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

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

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

### H. Groundwater Protection Plan (3)

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

- Contractors statement: (3)

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

\_\_\_\_\_2. (e) Land treatment or land disposal of a pollutant.

\_\_\_\_\_2. (f) Storing...or related handling of hazardous waste, solid waste or special waste...in tanks, drums, or other containers, or in piles (does not include wastes managed in a container placed for collection and removal of municipal solid waste for disposal off site).

\_\_\_\_\_2. (g) ...handling of materials in bulk quantities (equal or greater than 55 gallons or 100 pounds net dry weight transported held in an individual container) that, if released to the environment, would be a pollutant.

\_\_\_\_\_2. (j) Storing or related handling of road oils, dust suppressants at a central location.

\_\_\_\_\_2. (k) Application or related handling of road oils, dust suppressants or deicing materials (does not include use of chloride-based deicing materials applied to roads or parking lots).



KyTC BMP Plan for Project CID ## - ####

\_\_\_\_2. (m) Installation, construction, operation, or abandonment of wells, bore holes, or core holes (does not include bore holes for the purpose of explosive demolition).

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

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

The contractor is responsible for the preparation of a plan that addresses the 401 KAR 5:037 Section 3. (3) Elements of site-specific groundwater protection plan:

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

KyTC BMP Plan for Project CID ## - ####

Contractor and Resident Engineer Plan Certification

The contractor that is responsible for implementing this BMP plan is identified in the Project Information section of this plan.

The following certification applies to all parties that are signatory to this BMP plan:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. Further, this plan complies with the requirements of 401 KAR 5:037. By this certification, the undersigned state that the individuals signing the plan have reviewed the terms of the plan and will implement its provisions as they pertain to ground water protection.

Resident Engineer and Contractor Certification:

(2) Resident Engineer signature

Signed _____	_____	_____
Typed or printed name <sup>2</sup>	Title	Signature

(3) Signed _____	_____	_____
Typed or printed name <sup>1</sup>	Title	Signature

- 1. Contractors Note: to be signed by a person who is the owner, a responsible corporate officer, a general partner or the proprietor or a person designated to have the authority to sign reports by such a person in accordance with 401 KAR 5:060 Section 9. This delegation shall be in writing to: Manager, KPDES Branch, Division of Water, 14 Reilly Road, Frankfort, Kentucky 40601. Reference the Project Control Number (PCN) and KPDES number when one has been issued.
- 2. KYTC note: to be signed by the Chief District Engineer or a person designated to have the authority to sign reports by such a person (usually the resident engineer) in accordance with 401 KAR 5:060 Section 9. This delegation shall be in writing to: Manager, KPDES Branch, Division of Water, 14 Reilly Road, Frankfort, Kentucky 40601. Reference the Project Control Number (PCN) and KPDES number when one has been issued.

KyTC BMP Plan for Project CID ## - ####

Sub-Contractor Certification

The following sub-contractor shall be made aware of the BMP plan and responsible for implementation of BMPs identified in this plan as follows:

Subcontractor Name:

Address:

Phone:

The part of BMP plan this subcontractor is responsible to implement is:

I certify under penalty of law that I understand the terms and conditions of the general Kentucky Pollutant Discharge Elimination System permit that authorizes the storm water discharges, the BMP plan that has been developed to manage the quality of water to be discharged as a result of storm events associated with the construction site activity and management of non-storm water pollutant sources identified as part of this certification.

Signed \_\_\_\_\_,

Typed or printed name<sup>1</sup>TitleSignature

1. Sub-Contractor Note: to be signed by a person who is the owner, a responsible corporate officer, a general partner or the proprietor or a person designated to have the authority to sign reports by such a person in accordance with 401 KAR 5:060 Section 9. This delegation shall be in writing to: Manager, KPDES Branch, Division of Water, 14 Reilly Road, Frankfort, Kentucky 40601. Reference the Project Control Number (PCN) and KPDES number when one has been issued.

## **SPECIAL NOTE FOR CONTRACT COMPLETION DATE AND LIQUIDATED DAMAGES ON BRIDGE REPAIR CONTRACTS**

### **I. COMPLETION DATE.**

Upon Notice to Proceed, the Contractor has the option of selecting the Begin Work date. Once selected, notify the Department in writing of the date selected at least two weeks prior to beginning work and provide a proposed project schedule. All work is to be completed by the specified contract completion date. The Contractor is allotted 120 calendar days once the bridge is closed to complete all work to safely reopen the structure with no lane closures. At a minimum, prior to reopening the bridge to traffic, all strength requirements and curing for materials used shall be completed per Division 600 of the Standard Specifications. Guardrail shall be installed to the satisfaction of the Engineer prior to reopening the bridge to traffic unless prior approval is obtained from the engineer for use of temporary railing.

The Engineer will begin charging calendar days for a structure on the day the Contractor closes the structure to traffic, regardless of holidays or seasonal weather limitations.

### **II. LIQUIDATED DAMAGES.**

Liquidated damages will be assessed to the Contractor in accordance with the Transportation Cabinet, Department of Highway's current Standard Specifications for Road and Bridge Construction, Section 108.09, when either the allotted number of calendar days or the specified completion date is exceeded.

Contrary to the Standard Specifications, liquidated damages will be assessed to the Contractor during the months of December, January, February and March when the contract time has expired on any individual bridge. Contract time will be charged during these months. All construction must be completed in accordance with the weather limitations specified in Section 606 and/or Section 601 as applicable. No extension of Contract time will be granted due to inclement weather or temperature limitations that occur due to starting work on the Contract or a structure late in the construction season.

Any approval of cold weather plans or allowance of construction operations to occur outside Section 606 and/or Section 601 does not alleviate the 120 day maximum bridge closure. In the event the closure lasts longer than 120 calendar days as specified, liquidated damages will apply to all excess days regardless of weather limitations.

## **SPECIAL NOTE**

### **Seasonal Tree Clearing Restriction**

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**DUE TO THE RECOVEREY PLAN FOR ENDANGERED BATS, NO TREE  
CLEARING IS PERMITTED FROM JUNE 1 THROUGH JULY 31.**

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

### **Special Note for Bridge Demolition, Renovation and Asbestos Abatement**

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



## **Asbestos Inspection Report**

To: Tom Springer, QK4, Inc.

Date: 7-19-2019

Conducted By: Jeffrey Lee, Lee Engineering, llc  
Kentucky Accredited Asbestos Inspector # 59640

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### **Project and Structure Identification**

105C00112N\_Scott\_7-10006

Structure ID: 105C00112N

County and Item No: Scott\_7-10006

Structure Location: Lemons Mill Rd Over Ns (Cno&Tp) System

Sample Description: No Suspect ACM Observed.

Inspection Date: 6-25-2019

### **Results and Recommendations**

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

It is recommended that this report accompany the 10-Day Notice of Intent for Demolition ([DEP7036 Form](#)) which is to be submitted to the Kentucky Division of Air Quality prior to abatement, demolition, or renovation of any building or structure in the Commonwealth.

No suspect asbestos containing materials (ACM) were observed.

DEP 7038

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

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

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

PAGE 1 OF

INITIAL SUBMITTAL DATE

REVISION DATE

NOTIFICATION #

OFFICE USE ONLY

ID #

LOG #

Contractor

Address

City

State

Zip

Phone

Contact Person

Owner

Address

City

State

Zip

Phone

Contact Person

Project Location

Address

City

State

Zip

Facility Age (yrs.)

Size of Facility or Affected Part (sq.ft.)

#Floors Affected

Present and Prior Use of Facility

TYPE OF PROJECT (CHECK ONLY ONE):

Renovation ☐ Demolition ☐ Ordered Demolition ☐ Emergency ☐ Long-term ☐

PROJECT DATES:

Start Removal

End Removal

Start Renovation/Demolition

End Renovation/Demolition

**Amount of ACM to be Removed:**

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

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

Description of affected facility components

Asbestos detection technique

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

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

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

Transporter

Address

City

State

Zip

Phone

Disposal Site

Address

City

State

Zip

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

Submitted by:

Company Name:



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

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

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

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

**Line-by-Line Instructions:**

**Contractor/Owner:** the contractor is the asbestos remover (or, for zero-asbestos demolitions, the demolition contractor). The owner is the entity having the work done.

**Project Location:** The location at the address given where the work is taking place (e.g., which building/floor/room?).

**Present/Prior Use:** Enter the present and prior use(s) of the facility.

**Type of Project:** Each choice shown in this category has a specific description under 401 KAR 58:025:  
Emergency renovations result from a sudden, unexpected event. If the project is an emergency renovation, attach a detailed description of the sudden, unexpected event that necessitated removal. Include the exact date and hour the event occurred and explain how the event caused an unsafe condition, or would cause equipment damage or unreasonable financial burden.  
Planned renovations are renovations that do not qualify as emergency renovations.  
A long-term notification is a type of planned renovation which involves a number of nonscheduled small-scale removals whose annual total exceeds the NESHAP threshold amounts and can be estimated based on past years' experience. File yearly estimate at least 10 working days before the beginning of the calendar year for which a long-term notification is being given.  
Demolitions involve the wrecking or taking out of a load-supporting structural member, such as a load-bearing beam or wall. Tearing down a structure, dismantling it piecemeal, and moving it from one place to another are all considered demolitions.  
Ordered demolitions must result from a demolition order issued by a government agency because the building is structurally unsound and in danger of imminent collapse. For ordered demolitions, attach to the notification a signed, dated copy of order that includes demolition deadlines and name/title/authority of the government representative issuing the order.

**Project Dates:** Schedules must be precise and accurate. The "start removal" date is the date the removers arrive on-site and begin physically preparing the work area for removal. "End removal" is the date the removers dismantle the work area after cleaning and clearing it. If circumstances arise that invalidate previously submitted start dates, a revised notification must be submitted showing the updated, correct start date. If the start date has been moved up, submit written renotification at least ten working days before the new start date. If the start date has been moved back, telephone the Division as soon as possible before the original date and submit written renotification no later than the original start date.  
Schedules for renovation and demolition (next line after removal schedule) are handled similarly, except that renotification is required only for schedule changes involving demolitions, not renovations.

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


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

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

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

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

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

<input checked="" type="checkbox"/>	Original	<input type="checkbox"/>	Re-Certification	RIGHT OF WAY CERTIFICATION	
ITEM #		COUNTY		PROJECT # (STATE)	PROJECT # (FEDERAL)
07-10006.00		Scott		1100 FD55 121 9414002R	
PROJECT DESCRIPTION					
Kentucky Bridge Program - 105C00112N - Lemons Mill Road over Norfolk Southern RR Bridge Rehabilitation					
<input type="checkbox"/>	No Additional Right of Way Required				
Construction will be within the limits of the existing right of way. The right of way was acquired in accordance to FHWA regulations under the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, as amended. No additional right of way or relocation assistance were required for this project.					
<input checked="" type="checkbox"/>	Condition # 1 (Additional Right of Way Required and Cleared)				
All necessary right of way, including control of access rights when applicable, have been acquired including legal and physical possession. Trial or appeal of cases may be pending in court but legal possession has been obtained. There may be some improvements remaining on the right-of-way, but all occupants have vacated the lands and improvements, and KYTC has physical possession and the rights to remove, salvage, or demolish all improvements and enter on all land. Just Compensation has been paid or deposited with the court. All relocations have been relocated to decent, safe, and sanitary housing or that KYTC has made available to displaced persons adequate replacement housing in accordance with the provisions of the current FHWA directive.					
<input type="checkbox"/>	Condition # 2 (Additional Right of Way Required with Exception)				
The right of way has not been fully acquired, the right to occupy and to use all rights-of-way required for the proper execution of the project has been acquired. Some parcels may be pending in court and on other parcels full legal possession has not been obtained, but right of entry has been obtained, the occupants of all lands and improvements have vacated, and KYTC has physical possession and right to remove, salvage, or demolish all improvements. Just Compensation has been paid or deposited with the court for most parcels. Just Compensation for all pending parcels will be paid or deposited with the court prior to AWARD of construction contract					
<input type="checkbox"/>	Condition # 3 (Additional Right of Way Required with Exception)				
The acquisition or right of occupancy and use of a few remaining parcels are not complete and/or some parcels still have occupants. All remaining occupants have had replacement housing made available to them in accordance with 49 CFR 24.204. KYTC is hereby requesting authorization to advertise this project for bids and to proceed with bid letting even though the necessary right of way will not be fully acquired, and/or some occupants will not be relocated, and/or the just compensation will not be paid or deposited with the court for some parcels until after bid letting. KYTC will fully meet all the requirements outlined in 23 CFR 635.309(c)(3) and 49 CFR 24.102(j) and will expedite completion of all acquisitions, relocations, and full payments after bid letting and prior to AWARD of the construction contract or force account construction.					
Total Number of Parcels on Project		4	EXCEPTION (S) Parcel #		ANTICIPATED DATE OF POSSESSION WITH EXPLANATION
Number of Parcels That Have Been Acquired					
Signed Deed		3			
Condemnation		0			
Signed ROE		1			
Notes/ Comments (Text is limited. Use additional sheet if necessary.)					
Right of Entry on Parcel 13 was granted with the executed construction agreement.					
LPA RW Project Manager			Right of Way Supervisor		
Printed Name				Printed Name Mark C. Askin, P.E.	
Signature				Signature Mark Askin, P.E.	
Date				Date 12/13/2023	
Right of Way Director			FHWA		
Printed Name		Dean M. Loy		Printed Name	
Signature				Signature	
Date		Date: 2023.12.14 08:07:19 -06'00'		Date	

## UTILITIES AND RAIL CERTIFICATION NOTE

**Scott County**  
**FD55 105 (121) 94140 01U**  
**BRIDGE PROJECT IN SCOTT COUNTY ON (105C00112N) LEMONS MILL RD AT NS (CNO&TP)**  
**SYSTEM**  
**ITEM NUMBER: 07-10006.00**

### PROJECT NOTES ON UTILITIES

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

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

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

The contractor shall make every effort to protect underground facilities from damage as prescribed in the Underground Facility Damage Protection Act of 1994, Kentucky Revised Statute KRS 367.4901 to 367.4917. It is the contractor's responsibility to determine and take steps necessary to be in compliance with federal and state damage prevention directives. The contractor is instructed to contact KY 811 for

UTILITIES AND RAIL CERTIFICATION NOTE

Scott County

FD55 105 (121) 94140 01U

BRIDGE PROJECT IN SCOTT COUNTY ON (105C00112N) LEMONS MILL RD AT NS (CNO&TP)

SYSTEM

ITEM NUMBER: 07-10006.00

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.

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

AT&T - KY – Telephone  
Kentucky Utilities - Electric  
Georgetown College - Communication

**\*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

AT&T - KY – Telephone will be complete with their relocation by Dec 31, 2022.  
Kentucky Utilities - Electric will be complete with their relocation by Dec 31, 2022.

UTILITIES AND RAIL CERTIFICATION NOTE

<div>Scott County FD55 105 (121) 94140 01U BRIDGE PROJECT IN SCOTT COUNTY ON (105C00112N) LEMONS MILL RD AT NS (CNO&amp;TP) SYSTEM ITEM NUMBER: 07-10006.00</div>
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Georgetown College – Communication is complete with their relocation. Be advised that the existing empty conduit attached to the bridge is to be removed by the Contactor.

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

Not Applicable

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

Not Applicable

RAIL COMPANIES HAVE FACILITIES IN CONJUNCTION WITH THIS PROJECT AS NOTED

☐ No Rail Involvement    ☒ Rail Involved    ☐ Rail Adjacent

The Cincinnati, New Orleans and Texas Pacific Railway Company(NS Railroad) has existing tracks beneath the bridge.

## UTILITIES AND RAIL CERTIFICATION NOTE

**Scott County**  
**FD55 105 (121) 94140 01U**  
**BRIDGE PROJECT IN SCOTT COUNTY ON (105C00112N) LEMONS MILL RD AT NS (CNO&TP)**  
**SYSTEM**  
**ITEM NUMBER: 07-10006.00**

### AREA FACILITY OWNER CONTACT LIST

Facility Owner	Address	Contact Name	Phone	Email
AT&T - KY - Telephone	894 E. Main St. Ext. Georgetown KY 40324	Frank Ambrose	8597538377	fa2207@att.com
Georgetown College - Communication	400 East College Street Georgetown Ky 40324	Sally Wiatrowski	5028638182	Sally_wiatrowski@georgetowncollege.edu
Kentucky Utilities - Electric	820 W. Broadway Louisville KY 40202	Caroline Justice	5026273708	Caroline.Justice@lge-ku.com
The Cincinnati, New Orleans and Texas Pacific Railway Company - Railroad	650 West Peachtree St. NW Atlanta GA 30308	Eldridge Chambers	4705291436	eldridge.Chambers@nscorp.com

## Norfolk Southern Railway Company



### E. Norfolk Southern – Special Provisions for Protection of Railway Interests

#### 1. AUTHORITY OF RAILROAD ENGINEER AND SPONSOR ENGINEER:

Norfolk Southern Railway Company, hereinafter referred to as “Railroad”, and their authorized representative shall have final authority in all matters affecting the safe maintenance of railroad traffic including the adequacy of the foundations and structures supporting the railroad tracks. For Public Projects impacting the Railroad, the Railroad’s Public Improvements Engineer or Engineer Planning, hereinafter referred to as “Railroad Engineer”, will serve as the authorized representative of the Railroad.

A general engineering consultant may be utilized to assist the Railroad Engineer in handling the Project, hereinafter referred to as “Construction Engineering Representative”.

Other designated personnel by the Railroad Engineer shall hereinafter be referred to as “Railroad Representative”.

The authorized representative of the Project Sponsor (“Sponsor”), hereinafter referred to as the “Sponsor’s Engineer”, shall have authority over all other matters as prescribed herein and in the Project Specifications.

The Sponsor’s Prime Contractor, hereinafter referred to as “Contractor” shall be responsible for completing any and all work in accordance with the terms prescribed herein and in the Project Specifications. This shall include the qualified protective services of a contractor directly hired by the Contractor to protect their workers and construction activities while working on or adjacent to Railroad property, hereinafter referred to as “Contractor Protective Services”.

This document titled E. Norfolk Southern – Special Provisions for Protection of Railway Interests shall hereinafter be referred to as “Special Provisions”.

These terms and conditions are subject to change without notice at the sole discretion of the Railroad. The Contractor must request the latest version of these Special Provisions from the Railroad prior to commencing work and must follow the requirements outlined therein.

#### 2. AUTHORIZATION TO PROCEED:

- A. The Contractor shall not commence mobilizing to the Premises, as defined in the Norfolk Southern Contractor Right of Entry Agreement, until the Contractor has complied with the following conditions:
  - 1. Signed and received a fully executed copy of the required Norfolk Southern Contractor Right of Entry Agreement. Contractor Right of Entry Agreements to be submitted via email to the Railroad Engineer.
  - 2. Obtained written approval from the Railroad of Railroad Protective Liability Insurance coverage as required by paragraph 15 herein. It should be noted that the Railroad does not accept notation of Railroad Protective insurance on a certificate of liability insurance form or Binders as Railroad must have the full original countersigned policy. Further, please note that mere receipt of the policy is not the only issue but review for compliance. Due to the number of projects system-wide, it typically takes a minimum of 30-45 days for the Railroad to review.

## Norfolk Southern Railway Company



3. Held a preconstruction meeting between the Contractor, the Sponsor, Railroad Engineer and/or their Construction Engineering Representative and the Railroad Representative(s). NOTE: Railroad Representative(s) may choose to not attend the preconstruction meeting at their discretion.
  4. Obtained Contractor Protective Services as required by Section 8 herein.
  5. Furnished a schedule for all construction activities which may impact the Railroad's property or operations. NOTE: Contractor Protective Services shall be provided any time construction activities are taking place on or adjacent to the Railroad Property and/or has the potential to foul the Railroad's track or operations as required by Section 8 herein.
  6. Schedule an onsite start-of-work meeting between the Contractor, Contractor Protective Services personnel, Railroad Engineer and/or their Construction Engineering Representative and the Railroad Representative(s). NOTE: Railroad Representative(s) may choose to not attend the start-of-work meeting at their discretion.
  7. Obtained written authorization to proceed from the Railroad to begin mobilization to the Premises, as defined in the Norfolk Southern Contractor Right of Entry Agreement, such authorization to include an outline of specific conditions with which the Contractor must comply. Written Authorization will be issued by the Railroad once all items on the Norfolk Southern Checklist for Construction - Direct Hire have been completed.
- B. The Railroad's written authorization to proceed with the work shall include the names, addresses, and telephone numbers of the Railroad Representative(s) and any specific Construction Engineering Representative who shall be notified as hereinafter required. Where more than one representative is designated, the area of responsibility of each representative shall be specified.
- C. All project-related utility work that is to occur on, over, or under Railroad right-of-way must be coordinated with the Norfolk Southern Pipe and Wire Program. The Contractor must receive approval from the Norfolk Southern Pipe and Wire Program prior to commencing any utility work.
3. NOTICE OF STARTING WORK:
- A. Before undertaking any construction activities on the Premises, as defined in the Norfolk Southern Contractor Right of Entry Agreement, the Contractor shall:
1. Notify the Railroad Representative(s) at least 72 hours in advance of any construction activities that Contractor Protective Services have been obtained for use.
  2. Hold an onsite start-of-work meeting between the Contractor, Contractor Protective Services personnel, Railroad Engineer and/or their Construction Engineering Representative and the Railroad Representative(s). NOTE: Railroad Representative(s) may choose to not attend the start of work meeting at their discretion.



## Norfolk Southern Railway Company



3. Receive assurance from the qualified protective services contractor that the Contractor Protective Services are properly equipped and have been site specific trained by the Railroad Representative prior to performing the full duties of protecting the Contractor. Until assurance from the qualified protective services contractor is obtained, Contractor Protective Services may act as an observer until such Contractor Protective Services are site specific trained by the Railroad Representative. The reference to an "observer" is defined as a person who has the authority to deny access to Contractor's workers and machinery to a specified Railroad operation zone as directed to the qualified protective services contractor by Railroad and prevent those potential to foul work events which may put the Contractor's workers and machinery at risk for injury or damage.

### 4. INTERFERENCE WITH RAILROAD OPERATIONS:

- A. The Contractor shall so arrange and conduct the Contractor's work that there will be no interference with Railroad's operations, including train, signal, telephone and telegraphic services, or damage to the property of the Railroad or to poles, wires, and other facilities of tenants on the rights-of-way of the Railroad. 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 Engineer for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor which requires Construction Engineering Representative inspection services shall be deferred by the Contractor until the Construction Engineering Representative inspection services are available at the job site. Contractor Protective Services shall be provided onsite any time construction activities are taking place on or adjacent to the Railroad Property and/or has the potential to foul the Railroad's track or operations
- B. Whenever work within Railroad's rights-of-way is of such a nature that impediment to Railroad's operations such as use of runaround tracks or necessity for reduced speed is unavoidable, the Contractor shall schedule and conduct the Contractor's 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 Engineer, or in the Railroad Engineer's absence, the Railroad's Division Engineer, such provisions are insufficient, either may require or provide such provisions as the Railroad deems necessary. In any event, such unusual provisions shall be at the Contractor's expense and without cost to the Railroad or the Sponsor.
- D. "One Call" Services do not locate buried Norfolk Southern Signals and Communications Lines. The contractor shall contact the Railroad's representative 7 days in advance of work at those places where excavation, pile driving, or heavy loads may damage the Railroad's underground facilities. Upon request from the Contractor or Sponsor, Railroad forces will locate and paint mark or flag the Railroad's underground facilities. The Contractor shall avoid excavation or other disturbances of these facilities. If disturbance or excavation is required near a buried Railroad facility, the Contractor shall coordinate with the Railroad to have the facility potholed manually with careful hand excavation. The facility shall be protected by the Contractor during the course of the disturbance under the supervision and direction of the Railroad's Representative.

## Norfolk Southern Railway Company



### 5. TRACK CLEARANCES:

- A. The minimum track clearances to be maintained by the Contractor during construction are shown on the Project Plans. If temporary clearances are not shown on the project plans, the following criteria shall govern the use of falsework and formwork above or adjacent to operated tracks.
1. A minimum vertical clearance of 22'-0" above top of highest rail shall be maintained at all times.
  2. A minimum horizontal clearance of 13'-0" from centerline of tangent track or 14'-0" from centerline of curved track shall be maintained at all times. Additional horizontal clearance may be required in special cases to be safe for operating conditions. This additional clearance will be as determined by the Railroad Engineer.
  3. All proposed temporary clearances which are less than those listed above must be submitted to Railroad Engineer for approval prior to construction and must also be authorized by the regulatory body of the State if less than the legally prescribed clearances.
  4. The temporary clearance requirements noted above shall also apply to all other physical obstructions including, but not limited to: stockpiled materials, parked equipment, placement or driving of piles, and bracing or other construction supports.

### 6. CONSTRUCTION PROCEDURES:

#### A. General:

1. Construction work and operations by the Contractor on Railroad property shall be:
  - a. Subject to the inspection and approval of the Railroad Engineer or their designated Construction Engineering Representative.
  - b. In accordance with the Railroad's written outline of specific conditions.
  - c. In accordance with the Railroad's general rules, regulations and requirements including those relating to safety, fall protection and personal protective equipment.
  - d. In accordance with these Special Provisions.
2. Submittal Requirements
  - a. The Contractor shall submit all construction related correspondence and submittals electronically to the Railroad Engineer and/or their designated Construction Engineering Representative.
  - b. The contractor should anticipate a minimum of 45 days for Railroad and their Construction Engineering Representative to complete the review of all construction submittals. Time frames for reviews can vary significantly depending on the complexity of the project and the quality of submittals. Submittals requiring input from other departments may require additional time.

Norfolk Southern Railway Company



- c. All work in the vicinity of the Railroad's property that has the potential to affect the Railroad's train operations or disturb the Railroad's property must be submitted and approved by the Railroad prior to work being performed.
- d. All submittals and calculations must be signed and sealed by a registered engineer licensed in the state of the project work.
- e. All submittals shall first be approved by the Sponsor's Engineer prior to submission to the Railroad Engineer for review. Submittals are reviewed by the Railroad for impacts to Railroad operations only; therefore, approval from the Railroad Engineer shall not relieve the Contractor from liability.
- f. For all construction projects, the following submittals, but not limited to those listed below, shall be provided for review and approval when applicable:
  - (1) General Means and Methods
  - (2) Ballast Protection
  - (3) Construction Excavation & Shoring
  - (4) Pipe, Culvert, & Tunnel Installations
  - (5) Demolition Procedure
  - (6) Erection & Hoisting Procedure
  - (7) Debris Shielding or Containment
  - (8) Blasting
  - (9) Formwork for the bridge deck, diaphragms, overhang brackets, and protective platforms
  - (10) Bent Cap Falsework. A lift plan will be required if the contractor want to move the falsework over the tracks.
- g. For Undergrade Bridges (Bridges carrying the Railroad) the following submittals in addition to those listed above shall be provided for review and approval:
  - (1) Girder Shop Drawings including welding/fabrication procedures
  - (2) Bearing Shop Drawings and Material Certifications
  - (3) Shop Drawings for drainage, handrails/fencing, and expansion dams
  - (4) Concrete Mix Design
  - (5) Structural Steel, Rebar, and/or Strand Certifications
  - (6) 28-day Cylinder Test for Concrete Strength
  - (7) Waterproofing Material Certification
  - (8) Dampproofing materials
  - (9) Test Reports for all steel
  - (10) Foundation Construction Reports

Other submittals may be required upon request from the Railroad. Fabrication may not begin until the Railroad has approved the required shop drawings.

## Norfolk Southern Railway Company



- h. The Contractor shall include in all submissions a detailed narrative indicating the progression of work with the anticipated timeframe to complete each task. Work will not be permitted to commence until the Contractor has provided the Railroad with a satisfactory plan that the project will be undertaken without scheduling, performance, or safety related issues. Submissions shall also provide: a listing of the anticipated equipment to be used, plan and profile views showing the location of all equipment to be used relative to the track centerline(s) shown, and a contingency plan of action covering the event that a primary piece of equipment malfunctions.

### B. Ballast Protection

1. The Contractor shall submit the proposed ballast protection system detailing the specific filter fabric and anchorage system to be used during all construction activities.
2. The ballast protection is to extend 25' beyond the proposed limit of work, be installed at the start of the project and be continuously maintained to prevent all contaminants from entering the ballast section of all tracks for the entire duration of the project.

### C. Excavation:

1. 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 existing section meet this specification if substandard, in which case the existing section will be maintained.
2. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Railroad right-of-way.

### D. Excavation for Structures and Shoring Protection:

1. 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.
2. The use of shoring systems utilizing tiebacks shall not be permitted without written approval from the Railroad Engineer.
3. Shoring systems utilizing trench boxes shall not be permitted within the Theoretical Railroad Embankment (Zones 1, 2, or 3) as shown on NS Typical Drawing No. 4 – Shoring Requirements without written approval from the Railroad Engineer.
4. All plans and calculations for shoring shall be prepared, signed, and sealed by a Registered Professional Engineer licensed in the state of the proposed project, in accordance with Norfolk Southern's Overhead Grade Separation Design Criteria, subsection H.1.6 - Construction Excavation (Refer to Norfolk Southern Public Improvement Projects Manual Appendix H). The Registered Professional Engineer will be responsible for the accuracy for all controlling dimensions as well as the selection of soil design values which will accurately reflect the actual field conditions.

## Norfolk Southern Railway Company



5. The Contractor shall provide a detailed installation and removal plan of the shoring components. Any component that will be installed via the use of a crane or any other lifting device shall be subject to the guidelines outlined in Section 6.G of these Special Provisions.
6. The Contractor shall be required to survey the track(s) and Railroad embankment and provide a cross section of the proposed excavation in relation to the tracks.
7. Calculations for the proposed shoring should include deflection calculations. The maximum deflection for excavations within 18'-0" of the centerline of the nearest track shall be 3/8". For all other cases, the max deflection shall not exceed 1/2".
8. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Railroad right-of-way.
9. The front face of shoring located closest to the NS track for all shoring setups located in Zone 2 (shown on NS Typical Drawing No. 4 – Shoring Requirements in Appendix I) shall remain in place and be cut off 2'-0" below the final ground elevation. The remaining shoring in Zone 2 and all shoring in Zone 1 may be removed and all voids must be backfilled with flowable fill.

### E. Pipe, Culvert, & Tunnel Installations

1. Pipe, Culvert, & Tunnel Installations shall be in accordance with the appropriate Norfolk Southern Design Specification as noted below:
  - a. For Open Cut Method refer to Norfolk Southern Public Improvement Projects Manual Appendix H.4.6.
  - b. For Jack and Bore Method refer to Norfolk Southern Public Improvement Projects Manual Appendix H.4.7.
  - c. For Tunneling Method refer to Norfolk Southern Public Improvement Projects Manual Appendix H.4.8.
2. The installation methods provided are for pipes carrying storm water or open flow run-off. All other closed pipeline systems shall be installed in accordance Norfolk Southern's Pipe and Wire Program and the NSCE-8.

### F. Demolition Procedures

1. General
  - a. Demolition plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad right-of-way and within a distance of the boom length plus 15'-0" from the centerline of track.
  - b. Railroad tracks and other Railroad property must be protected from damage during the procedure.

## Norfolk Southern Railway Company



- c. A pre-demolition meeting shall be conducted with the Sponsor, the Railroad Engineer and/or the Construction Engineering Representative, and the key Contractor's personnel prior to the start of the demolition procedure.
- d. The Railroad Engineer and/or the Construction Engineering Representative must be present at the site during the entire demolition procedure period.
- e. Demolition of existing bridge decks in spans over the Railroad shall be performed in a controlled manner (i.e. saw-cutting). No impact equipment (track-mounted hoe-ram, jackhammers, etc.) may be used over the Railroad without approval by the Railroad Engineer.
- f. Existing, obsolete, bridge piers shall be removed to a sufficient depth below grade to enable restoration of the existing/proposed track ditch, but in no case less than 2'-0" below final grade.

### 2. Submittal Requirements

- a. In addition to the submittal requirements outlined in Section 6.A.2 of these Special Provisions, the Contractor shall submit the following for approval by the Railroad Engineer:
  - (1) A plan showing the location of cranes, horizontally and vertically, with proposed boom lengths, operating radii, counterweights, and delivery or disposal locations shown. The location of all tracks and other Railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.
  - (2) Rating sheets showing that cranes or lifting devices are adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted. Safety factors that may have been "built-in" to the crane charts are not to be considered when determining the 150% factor of safety.
  - (3) Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the existing structure showing complete and sufficient details with supporting data for the demolition of the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.

Norfolk Southern Railway Company



- (4) The Contractor shall provide a sketch of all rigging components from the crane's hook block to the object being hoisted. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been "built-in" to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The position of the rigging in the field shall not differ from what is shown on the final plan without prior review from the Sponsor and the Railroad.
- (5) A complete demolition procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
- (6) Design and supporting calculations for the temporary support of components, including but not limited to the stability of the superstructure during the temporary condition, temporary girder tie-downs and falsework.

3. Overhead Demolition Debris Shield

- a. The demolition debris shield shall be installed prior to the demolition of the bridge deck or other relevant portions of the superstructure over the track area to catch all falling debris.
- b. The demolition debris shield shall provide a minimum vertical clearance as specified in Section 5.A.1 of these Special Provisions or maintain the existing vertical clearance if the existing clearance is less than that specified in Section 5.A.1.
- c. The Contractor shall include the demolition debris shield installation/removal means and methods as part of the proposed demolition procedure submission.
- d. The Contractor shall submit the demolition debris shield design and supporting calculations for approval by the Railroad Engineer.
- e. The demolition debris shield shall have a minimum design load of 50 pounds per square foot plus the weight of the equipment, debris, personnel, and other loads to be carried.
- f. The Contractor shall include the proposed bridge deck removal procedure in its demolition means and methods and shall verify that the size and quantity of the demolition debris generated by the procedure does not exceed the shield design loads.
- g. The Contractor shall clean the demolition debris shield daily or more frequently as dictated either by the approved design parameters or as directed by the Railroad Engineer.

## Norfolk Southern Railway Company



### 4. Vertical Demolition Debris Shield

- a. A vertical demolition debris shield may be required for substructure removals in close proximity to the Railroad's track and other facilities, as determined by the Railroad Engineer.

### G. Erection & Hoisting Procedures

#### 1. General

- a. Erection plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad right-of-way and within a distance of the boom length plus 15'-0" from the centerline of track.
- b. Neither crane handoffs nor "walking" of cranes with suspended load will be permitted for erection on or over Railroad right-of-way.
- c. Railroad tracks and other Railroad property must be protected from damage during the erection procedure.
- d. A pre-erection meeting shall be conducted with the Sponsor, the Railroad Engineer and/or the Construction Engineering Representative, and the key Contractor's personnel prior to the start of the erection procedure.
- e. The Railroad Engineer and/or the Construction Engineering Representative must be present at the site during the entire erection procedure period.
- f. For field splices located over Railroad property, a minimum of 50% of the holes for each connection shall be filled with bolts or pins prior to releasing the crane. A minimum of 50% of the holes filled shall be filled with bolts. All bolts must be appropriately tightened. Any changes to previously approved field splice locations must be submitted to the Railroad for review and approval. Refer to Norfolk Southern's Overhead Grade Separation Design Criteria for additional splice details (Norfolk Southern Public Improvement Projects Manual Appendix H.1, Section 4.A.3.).

#### 2. Submittal Requirements

- a. In addition to the submittal requirements outlined in Section 6.A.2 of these provisions, the Contractor shall submit the following for approval by the Railroad Engineer:
  - (1) As-built beam seat elevations - All as-built bridge seats and top of rail elevations shall be furnished to the Railroad Engineer for review and verification at least 30 days in advance of the erection, to ensure that minimum vertical clearances as approved in the plans will be achieved.
  - (2) A plan showing the location of cranes, horizontally and vertically, with proposed boom lengths, operating radii, counterweights, and delivery or staging locations shown. The location of all tracks and other Railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.



## Norfolk Southern Railway Company



- (3) Rating sheets showing that cranes or lifting devices are adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted. Safety factors that may have been “built-in” to the crane charts are not to be considered when determining the 150% factor of safety.
- (4) Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the proposed structure showing complete and sufficient details with supporting data for the erection of the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.
- (5) The Contractor shall provide a sketch of all rigging components from the crane’s hook block to the object being hoisted. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been “built-in” to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The position of the rigging in the field shall not differ from what is shown on the final plan without prior review from the Sponsor and the Railroad.
- (6) A complete erection procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
- (7) Design and supporting calculations for the temporary support of components, including but not limited to temporary girder tie-downs and falsework.

### H. Blasting:

1. The Contractor shall obtain advance approval of the Railroad Engineer and the Sponsor 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 additional provisions as designated by the Railroad Engineer.

### I. Track Monitoring

1. At the direction of the Railroad Engineer, any activity that has the potential to disturb the Railroad track structure may require the Contractor to submit a detailed track monitoring program for approval by the Railroad Engineer.

Norfolk Southern Railway Company



2. The program shall specify the survey locations, the distance between the location points, and frequency of monitoring before, during, and after construction. Railroad reserves the right to modify the survey locations and monitoring frequency as necessary during the project.
3. The survey data shall be collected in accordance with the approved frequency and immediately furnished to the Railroad Engineer for analysis.
4. If any movement has occurred as determined by the Railroad Engineer, the Railroad will be immediately notified. Railroad, at its sole discretion, shall have the right to immediately require all Contractor operations to be ceased and determine what corrective action is required. Any corrective action required by the Railroad or performed by the Railroad including the monitoring of corrective action of the Contractor will be at project expense.

J. 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 within Railroad rights-of-way and repair any other damage to the property of the Railroad or its tenants.
2. If, in the course of construction, it may be necessary to block a ditch, pipe or other drainage facility, temporary pipes, ditches, or other drainage facilities shall be installed to maintain adequate drainage, as approved by the Railroad Engineer. Upon completion of the work, the temporary facilities shall be removed, and the permanent facilities restored.
3. All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.

K. Storage of Materials and Equipment:

1. Materials and equipment shall not be stored where they will interfere with Railroad operations, nor on the rights-of-way of the Railroad without first having obtained permission from the Railroad Engineer, and such permission will be with the understanding that the Railroad will not be liable for damage to such material and equipment from any cause and that the Railroad Engineer may move or require the Contractor to move, at the Contractor's expense, such material and equipment.
2. All grading or construction machinery that is left parked near the track unattended by Contractor Protective Services shall be effectively immobilized so that it cannot be moved by unauthorized persons. The Contractor shall protect, defend, indemnify and save the 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.

## Norfolk Southern Railway Company



- L. Cleanup:
  - 1. Upon completion of the work, the Contractor shall remove from within the limits of the Railroad rights-of-way, all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of the Contractor, and leave said rights-of-way in a neat condition satisfactory to the Railroad Engineer or the Railroad Representative.
- 7. DAMAGES:
  - A. The Contractor shall assume all liability for any and all damages to the Contractor's work, employees, servants, equipment, and materials caused by Railroad traffic.
  - B. Any cost 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.
- 8. CONTRACTOR PROTECTIVE SERVICES:
  - A. Requirements:
    - 1. Qualified protective services are those services of a contractor, directly hired by the Prime Contractor, that have been vetted through the Railroad and are allowed to be performed on Railroad property.
    - 2. Contractor Protective Services shall be onsite anytime construction activities are taking place on or adjacent to the Railroad Property and/or have the potential to foul the Railroad's track or operations.
    - 3. Contractor Protective Services shall be those services of a subcontractor to the Contractor who have the ability to fully protect the Contractor's workers and machinery once the qualified protective services contractor confirms the Contractor Protective Services are properly equipped and site specific trained by the Railroad Representative. Contractor Protective Services may act as an observer until such Contractor Protective Services are site specific trained by the Railroad Representative. The reference to an "observer" is defined as a person who has the authority to deny access to Contractor's workers and machinery to a specified Railroad operation zone as directed to the qualified protective services contractor by Railroad and prevent those potential to foul work events which may put the Contractor's workers and machinery at risk for injury or damage.
    - 4. Contractor Protective Services will not be allowed on the property until all items on the Norfolk Southern Checklist for Construction- Direct Hire have been completed and the authorization to proceed is given by the Railroad Engineer.
    - 5. Under the terms of the agreement between the Sponsor and the Railroad, the Railroad has sole authority to determine the need for any Railroad Protective Services required to protect its operations or work designated to be done by the Railroad through the force account estimate.

## Norfolk Southern Railway Company



### 9. HAUL ACROSS RAILROAD TRACK:

- A. Where the plans show or imply that materials of any nature must be hauled across the Railroad's track, unless the plans clearly show that the Sponsor 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 across the Railroad's track. The Contractor or Sponsor will be required to bear all costs incidental to such crossings whether services are performed by the Contractor's own forces or by Railroad personnel.
- B. No crossing may be established for use by the Contractor for transporting materials or equipment across the tracks of the Railroad unless specific authority for its installation, maintenance, use, until the Contractor has a fully executed a temporary private crossing agreement between the Contractor and Railroad. The approval process for an agreement normally takes 90 days.

### 10. 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 Sponsor and the Railroad or will be covered by appropriate revisions to same which will be initiated and approved by the Sponsor and/or the Railroad.
- B. Should the Contractor desire any changes in addition to the above, then the Contractor shall make separate arrangements with the Railroad for same to be accomplished at the Contractor's expense.

### 11. 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 Contractor's schedule, the Contractor shall ascertain, from the Railroad, the lead time required for assembling crews and materials and shall make due allowance therefore.
- B. No charge or claim of the Contractor against either the Sponsor or the Railroad will be allowed for hindrance or delay on account of railroad traffic; any work done by the Railroad or other delay incident to or necessary for safe maintenance of railroad traffic or for any delays due to compliance with these Special Provisions.

### 12. TRAINMAN'S WALKWAYS:

- A. Along the outer side of each exterior track of multiple operated track, and on each side of single operated track, an unobstructed continuous space suitable for trainman'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 and track drainage encroachments or obstructions allowed during work hours while Contractor Protective Service is provided 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 and must conform to AREMA and/or FRA standards.

## Norfolk Southern Railway Company



### 13. GUIDELINES FOR PERSONNEL ON RAILROAD RIGHT-OF-WAY:

- A. The Contractor and/or the Sponsor's personnel authorized to perform work on the Railroad's property as specified in Section 2 above are not required to complete Norfolk Southern Roadway Worker Protection Training; However, the Contractor and the Sponsor's personnel must be familiar with Norfolk Southern's standard operating rules and guidelines, should conduct themselves accordingly, and may be removed from the property for failure to follow these guidelines.
- B. 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 boots is prohibited. Hard-sole, lace-up footwear, zippered boots or boots cinched up with straps which fit snugly about the ankle are adequate. Wearing of safety boots and reflective vests are required.
- C. No person is allowed to perform construction activities which may impact the Railroad's property or operations without specific authorization from the Contractor Protective Services.
- D. All persons working near track while train is passing are to lookout for dragging bands, chains and protruding or shifted cargo.
- E. No person is allowed to cross tracks without specific authorization from the Contractor Protective Services.
- F. All welders and cutting torches working within 25' of track must stop when train is passing.
- G. No steel tape or chain will be allowed to cross or touch rails without permission from the Contractor Protective Services.

### 14. GUIDELINES 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 Railroad Representative and Contractor Protective Services personnel.
- B. No crane or boom equipment will be allowed to foul track or lift a load over the track without the authorization from the Contractor Protective Services personnel who are site specific trained and properly equipped.
- 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 train is passing (including pile driving).
- E. Swinging loads must be secured to prevent movement while train is passing.
- F. No loads will be suspended above a moving train.
- G. No equipment will be allowed within 25' of centerline of track without specific authorization of the Railroad Representative and Contractor Protective Services personnel.

## Norfolk Southern Railway Company



- H. Trucks, tractors, or any equipment will not touch ballast line without specific permission from Railroad Representative and Contractor Protective Services personnel. At the beginning of each project that involves the Contractor working within 25' of the centerline of any track, orange construction fencing must be established. Orange construction fencing shall be established in accordance with the minimum temporary horizontal clearances contained in Section 5.A.2 and shall be maintained for the duration of construction.
- I. No equipment or load movement is permitted within 25' or above a standing train or Railroad equipment without specific authorization of the Contractor Protective Services personnel.
- 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 Contractor Protective Services personnel if said personnel 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 Railroad embankment with heavy equipment without specific permission from the Railroad Engineer, Railroad Representative and Contractor Protective Services personnel.
- M. No equipment or materials will be parked or stored on Railroad's property unless specific authorization is granted from the Railroad Engineer.
- N. All unattended equipment that is left parked on Railroad property shall be effectively immobilized so that it cannot 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.
- P. Prior to performing any crane operations, the Contractor shall establish a single point of contact for the Contractor Protective Services personnel to remain in communication with at all times. Contractor Protective Services personnel must also be in direct contact with the individual(s) directing the crane operation(s).

### 15. INSURANCE:

- A. In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Prime Contractor will be required to carry insurance of the following kinds and amounts:
  - 1. A Commercial General Liability ("CGL") policy containing products and completed operations, bodily injury, property damage, and contractual liability coverage, with a combined single limit of not less than \$5,000,000 for each occurrence with a general aggregate limit of not less than \$5,000,000. Any portion of this requirement may be satisfied by a combination of General Liability and/or Excess/Umbrella Liability Coverage. The CGL policy shall provide additional insured coverage equivalent to at least as broad as ISO CG 20 10 11/85.

Norfolk Southern Railway Company



2. Automobile Liability Insurance with a current ISO occurrence form policy (or equivalent) and apply on an "any auto" (Symbol 1) basis, including coverage for all vehicles used in connection with the Work or Services on the leased property, providing annual limits of at least \$1,000,000 per occurrence for bodily injury and property damage combined including uninsured and underinsured motorist coverage, medical payment protection, and loading and unloading. This policy shall be endorsed to include Transportation Pollution Liability Broadened Coverage ISO CA 99 48 03 06 or MCS-90 if vehicles are subject to Federal jurisdiction. If this coverage is on a claims-made form, the Retro Active Date must be prior to the date of this Agreement and the policy endorsement must be maintained for not less than seven (7) years.
3. Workers' Compensation Insurance to meet fully the requirement of any compensation act, plan, or legislative enactment applicable in connection with the death, disability or injury of Licensee's officers, agents, servants, or employees arising directly or indirectly out of the performance of the work.
4. Employers' Liability Insurance with limits of not less than \$1,000,000 each accident, \$1,000,000 policy limit for disease, and \$1,000,000 each employee for disease.
5. All insurance required in Section 15.A (excluding any Workers' Compensation policy) shall name Norfolk Southern Railway and its parent, subsidiary, and affiliated companies as additional insureds with an appropriate endorsement to each policy.
6. All policies secured by Contractor, whether primary, excess, umbrella or otherwise, and providing coverage to the Railroad as an additional insured (i) are intended to take priority in responding and to pay before any insurance policies Railroad may have secured for itself must respond or pay and (ii) may not seek contribution from any policies the Railroad may have secured for itself.
7. No cross-liability exclusions are permitted that would apply to the additional insureds, and there may not be any restrictions in any policy that limits coverage for a claim brought by an additional insured against a named insured.
8. To the fullest extent permitted by law, all insurance furnished by Contractor in compliance with Section 15.A shall include a waiver of subrogation in favor of Railroad with an appropriate endorsement to each policy.
9. All policies required in Section 15.A shall not be subject to cancellation, termination, modification, changed, or non-renewed except upon thirty (30) days' prior written notice to the additional insureds.
10. The insurance coverages maintained by Contractor shall not limit any indemnity obligations or other liabilities. The insurance available to Railroad and its parent, subsidiary and affiliated companies as additional insureds shall not be limited by these requirements should Licensee maintain higher coverage limits.
11. Any deductibles or retentions in excess of \$50,000 maintained on any insurance required in 15.A shall be disclosed and approved by Railroad with a request made for approval to NSRISK3@nscorp.com.

Norfolk Southern Railway Company



12. Anyone subcontractor providing work on this project must extend CG 20 38 (or broader coverage) additional Insured endorsement to provide coverage for up stream parties.
  13. Contractor shall require all subcontractors who are not covered by the insurance carried by Contractor to obtain commercially reasonable insurance coverage, but not less than the requirements of 15.A.
- B. In addition to the insurances required in Section 15.A, the Contractor shall also procure on behalf of the Railroad for the entirety of the project:
1. Railroad Protective Liability (RPL) Insurance having a combined single limit of not less than \$5,000,000 each occurrence and \$10,000,000 in the aggregate applying separately to each annual period. Said policy shall provide coverage for all loss, damage or expense arising from bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site.

The standards for the Railroad Protective Liability Insurance are as follows:

- a. The insurer must be rated A- or better by A.M. Best Company, Inc.
- b. The policy must be written using one of the following combinations of Insurance Services Office ("ISO") RPL Insurance Form Numbers:
  - (1) CG 00 35 01 96 and CG 28 31 10 93; or
  - (2) CG 00 35 07 98 and CG 28 31 07 98; or
  - (3) CG 00 35 10 01; or
  - (4) CG 00 35 12 04; or
  - (5) CG 00 35 12 07; or
  - (6) CG 00 35 04 13.
- c. The named insured shall read:

Norfolk Southern Corporation and its subsidiaries and affiliates  
650 West Peachtree Street NW – Box 46  
Atlanta, GA 30308  
Attn: Risk Manager

**(NOTE: Railroad does not share coverage on RPL with any other entity on this policy)**

- d. The description of operations must appear on the Declarations, must match the project description in this agreement, and must include the appropriate Sponsor project and contract identification numbers.
- e. The job location must appear on the Declarations and must include the city, state, and appropriate highway name/number. **NOTE: Do not include any references to milepost, valuation station, or mile marker on the insurance policy.**
- f. The name and address of the prime Contractor must appear on the Declarations.



Norfolk Southern Railway Company



- g. The name and address of the Sponsor must be identified on the Declarations as the "Involved Governmental Authority or Other Contracting Party."
- h. Endorsements/forms that are **required** are:
  - (1) Physical Damage to Property Amendment
  - (2) Terrorism Risk Insurance Act (TRIA) coverage must be included
- i. Other endorsements/forms that will be accepted are:
  - (1) Broad Form Nuclear Exclusion – Form IL 00 21
  - (2) 30-day Advance Notice of Non-renewal or cancellation
  - (3) Required State Cancellation Endorsement
  - (4) Quick Reference or Index Form CL/IL 240
- j. Endorsements/forms that are NOT acceptable are:
  - (1) Any Pollution Exclusion Endorsement except CG 28 31
  - (2) Any Punitive or Exemplary Damages Exclusion
  - (3) Known injury or Damage Exclusion form CG 00 59
  - (4) Any Common Policy Conditions form
  - (5) An Endorsement that limits or excludes Professional Liability coverage
  - (6) A Non-Cumulation of Liability or Pyramiding of Limits Endorsement
  - (7) An Endorsement that excludes TRIA coverage
  - (8) A Sole Agent Endorsement
  - (9) Any type of deductible endorsement or amendment
  - (10) Any other endorsement/form not specifically authorized in item no. 2.h above.

SPONSOR:

RAILROAD:

Risk Management  
Norfolk Southern Corporation and its subsidiaries  
650 West Peachtree Street NW – Box 46  
Atlanta, GA 30308  
[NSRISK3@NSCORP.COM](mailto:NSRISK3@NSCORP.COM)

- C. All insurance required under Section 15.A and 15.B shall be underwritten by insurers and be of such form and content, as may be acceptable to the Railroad. Prior to entry on Railroad right-of-way, the original electronic RPL Insurance Policy shall be submitted by the Prime Contractor to the Railroad at [NSRISK3@NSCORP.COM](mailto:NSRISK3@NSCORP.COM) for review and approval. In addition, certificates of insurance evidencing the Prime Contractor's insurance compliant with the requirements in 15.A shall be issued to the Railroad at [NSRISK3@NSCORP.COM](mailto:NSRISK3@NSCORP.COM) at the same time the RPL Policy is submitted.
- D. The insurance required herein shall in no way serve to limit the liability of Sponsor or its Contractors under the terms of this agreement.

## Norfolk Southern Railway Company



### E. Insurance Submission Procedures

1. The Railroad will only accept initial insurance submissions via email to NSRISK3@NSCORP.COM. The Railroad will NOT accept initial insurance submissions via hard copies that would be sent either US Mail or Overnight carrier or faxes as only electronic versions only are to be submitted to Railroad. **Please provide point of contact information with the submission including a phone number and email address.**

For email insurance submissions, the subject line should follow the format provided unless otherwise directed by the Railroad Engineer:

Insurance Submittal: City, State – NS File Number – NS Milepost – Project Name – Sponsor Project #

2. Railroad requires the following two (2) forms of insurance in the initial electronic insurance submission to NSRISK3@NSCORP.COM to be submitted under a cover letter providing details of the project and containing the contact information:
  - a. The full original or certified true electronic countersigned copy of the RPL Insurance Policy in its entirety inclusive of all declarations, schedule of forms and endorsements along with the policy forms and endorsements as required in Section 15.B.
  - b. A certificate of insurance from the Contractor evidencing the Contractor's insurance in Section 15.A (i.e. the Contractor's commercial general, automobile, and workers' compensation liability insurance, etc.). The certificate must show Norfolk Southern Railroad and its subsidiaries and affiliated companies as an additional insured on the General Liability and Auto policies. The certificate should also indicate that the Workers' Compensation policy waives subrogation against Norfolk Southern Corporation and its subsidiaries. See Appendix J for a Sample Certificate of Insurance.

### 16. FAILURE TO COMPLY:

- A. In the event the Contractor violates or fails to comply with any of the requirements of these Special Provisions:
  1. The Railroad Engineer may require that the Contractor vacate Railroad property.
  2. The Sponsor's Engineer may withhold all monies due the Contractor on monthly statements.
- B. Any such orders shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Sponsor's Engineer.

### 17. PAYMENT FOR COST OF COMPLIANCE:

- A. No separate payment will be made for any extra cost incurred on account of compliance with these Special Provisions. All such costs shall be included in prices bid for other items of the work as specified in the payment items.

Norfolk Southern Railway Company



18. PROJECT INFORMATION

A. Date:	<u>10/10/2023</u>
B. NS File No.:	<u>BR0103106</u>
C. NS Milepost:	<u>70.0 CNO&amp;TP</u>
D. Sponsor’s Project No.	<u>105C00112N; Item No. 07-10006.00</u>



Kentucky Transportation Cabinet  
Division of Right of Way & Utilities

TC 69-008  
08/2010  
Page 1 of 2

SUMMARY FOR KYTC PROJECTS THAT INVOLVE A RAILROAD

Date: 09/11/2023 (enter using M/d/yyyy format)

This project actively involves the below listed railroad company. This Project Summary provides an abbreviated listing of project specific railroad data. The detailed needs of the specified railroad company are included in the Special Notes for Protection of Railroad Interest in the proposal package. By submitting a bid, the contractor attests that they have dutifully considered and accepted the provisions as defined in both documents.

GENERAL ROAD PROJECT INFORMATION (This section must be provided by KYTC)

County: Scott

Federal Number: N/A

State Number: FD55 121 94140 02U

Route: Lemons Mill CS 1010

Project Description: Lemons Mill over CNO&TP

Item Number: 07-10006.00

Highway Milepost: 0.025-0.045

GENERAL RAIL INFORMATION (The below sections must be provided by Railroad Company)

Rail Company Name: Cincinnati, New Orleans, and Texas Pacific

DOT# (if applicable): 724506P

Railroad Milepost: 70.0 CNOTP

Train Count (6am to 6pm): 13

Train Count (6pm to 6am): 13

Train Count (24 hr total): 26

Maximum Train Speed: 60 mph

(This information is necessary to acquire the necessary insurances when working with Railroad Right of Way)

INSURANCE REQUIREMENTS

The named insured, description of the work and designation of the job site to be shown on the Policy are as follows:

(a) Named Insured: Norfolk Southern

(b) The project description should be as indicated in the General Road Project Information section.

(c) The designation of the jobsite is the route, Milepost, and AAR-DOT# listed above.

FLAGGING INFORMATION

Flagging Estimate: Contractor will be responsible for procuring Protective Services and will be responsible for all associated costs. Please see Special Note for Railroad Flagging for more details.

Hourly Rate: Rate will be coordinated with Protective Services providers and bid under Railroad Coordination Bid Item

Work by a flagman 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 1 ½ times the appropriate rate. Work by a flagman 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.

Forecasted Rate Increases: Rates will increase to \$0.00 per hour based on a 0 hour day effective (enter using M/d/yyyy format).

## **RAILROAD CONTACTS**

*(to be provided by Railroad Company)*

### **General Railroad Contact:**

Mr. EW Chambers

Norfolk Southern Corporation

**(Phone)** 404-529-1436

**(Email)** Eldridge.Chambers@nscorp.com

### **Regional Representative (Roadmaster):**

To be provided after insurance is approved

### **Insurance contact:**

Mr. Scott Dickerson

Risk Management

Norfolk Southern Railway Company

Three Commercial Place

Norfolk, Virginia 23510-2191

### **Railroad Designer Contact:**

Contractor or In-House Employee? In-House

Mr. EW Chambers

Norfolk Southern Corporation

**(Phone)** 404-529-1436

**(Email)** Eldridge.Chambers@nscorp.com

### **Railroad Construction Contact:**

To be provided after insurance is approved

## **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, 5<sup>th</sup> Floor East

Frankfort, Kentucky 40622

**(Phone)** 502-782-4950

**(Email)** [allen.rust@ky.gov](mailto:allen.rust@ky.gov)

### **KYTC Construction Procurement Director:**

Rachel Mills, Director

Div. of Construction Procurement

Kentucky Transportation Cabinet

200 Mero Street, 3<sup>rd</sup> Floor West

Frankfort, Kentucky 40622

**(Phone)** 502-782-5152

**(Email)** [Rachel.Mills@ky.gov](mailto:Rachel.Mills@ky.gov)

### **KYTC Construction Director:**

Matt Simpson, Director

Div. of Construction

Kentucky Transportation Cabinet

200 Mero Street, 3<sup>rd</sup> Floor West

Frankfort, Kentucky 40622

**(Phone)** 502-782-5127

**(Email)** [Matt.Simpson@ky.gov](mailto: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 Railroad Flagging**

Contractor will be responsible for procuring “Contractor Protective Services”, herein after to be referred to as flagging. Flagging services will be provided by an approved outside third-party for which the contractor will be responsible for procuring, paying, and coordinating all work. All costs for flagging shall be included in Rail Coordination bid item. See Section 8.A of the Norfolk Southern - Special Provisions for Protection of Railway Interests for more details.

Currently approved providers include, but may not be limited to:

#### **RailPros (Irving, TX)**

Field Support Team  
877-315-0513 (option 1)  
[NS.Info@railpros.com](mailto:NS.Info@railpros.com)

Adam Brown  
334-530-2861  
[adam.brown@railpros.com](mailto:adam.brown@railpros.com)

#### **Railroad Consultants (Murfreesboro, TN)**

Jonathan L. Parker  
Railroad Consultants, PLLC  
Director Safety / Director Field Services  
213 Uptown Square  
Murfreesboro, TN 37129  
[jparker@railroad-consultants.com](mailto:jparker@railroad-consultants.com)  
(c) 615.663.6594  
(o) 615.691.0653  
<http://www.railroad-consultants.com>

Steve Lloyd  
VP Business Development  
Railroad Consultants, PLLC  
[Slloyd@railroad-consultants.com](mailto:Slloyd@railroad-consultants.com)  
213 Uptown Square  
Murfreesboro, TN 37129  
(c) 615.542.8901  
<http://www.railroad-consultants.com>

#### **R&R Consulting TEAM (Harrisburg, PA)**

David N. Craft  
Co-Owner & President  
R&R Consulting TEAM, LLC.  
PO Box 4739  
Harrisburg, PA 17111  
717-497-4373 (Cell)  
775-521-2495 (E-Fax)  
[dcraft@rrconsultingteam.com](mailto:dcraft@rrconsultingteam.com)  
[www.rrconsultingteam.com](http://www.rrconsultingteam.com)

CONTRACTOR WORKING ON BEHALF OF PROJECT SPONSOR  
COSTS REIMBURSED BY PROJECT SPONSOR  
NS File: \_\_\_\_\_  
NS Billing Number: \_\_\_\_\_

NORFOLK SOUTHERN  
CONTRACTOR RIGHT OF ENTRY AGREEMENT

WHEREAS, \_\_\_\_\_  
("Principal") has requested that Norfolk Southern Railway Company ("Company") permit Principal to be on  
or about Company's premises and/or facilities in the vicinity of Company milepost \_\_\_\_\_  
(the "Premises") for the sole purpose of \_\_\_\_\_  
\_\_\_\_\_, on behalf of \_\_\_\_\_  
(the "Project Sponsor") during the period \_\_\_\_\_, 20\_\_\_\_, to \_\_\_\_\_, 20\_\_\_\_ (the  
"Right of Entry").

WHEREAS, Company is willing to grant the Right of Entry subject to the terms and conditions set forth  
herein.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the  
receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the  
parties hereby agree as follows.

Company hereby grants Principal the Right of Entry. The Right of Entry shall extend to Principal and to  
subcontractors and other entities affiliated with Principal who are specifically approved for entry by  
authorized representatives of Company in writing, as well as to the officers and employees of the  
foregoing (collectively "Licensees"). The Right of Entry shall apply to those portions of the Premises, and  
to such equipment, machinery, rolling stock and other personal property and fixtures belonging to  
Company or otherwise located on the Premises, only to the extent specifically designated and approved  
in writing by authorized representatives of Company (collectively, "Designated Property").

Principal agrees:

- (i) that Licensees' access to the Premises shall be limited to the Designated Property and  
that Principal shall be liable and fully responsible for all actions of Licensees while on the  
Premises pursuant to the Right of Entry;
- (ii) that Licensees shall (a) be subject to Company's direction when upon the Premises, and  
(b) be subject to Company's removal from the Premises, in Company's sole discretion,  
due to negligence, misconduct, unsafe actions, breach of this agreement or the failure to  
act respectfully, responsibly, professionally, and/or in a manner consistent with  
Company's desire to minimize risk and maintain its property with maximum security and  
minimum distractions or disruptions or for any other lawful reason;
- (iii) that Licensees shall perform all work with such care, diligence and cooperation with  
Company personnel as to reasonably avoid accidents, damage or harm to persons or  
property and delays or interference with the operations of any Company's facilities and in  
accordance with Company's "Special Provisions for Protection of Railway Interest",  
attached and incorporated herein.
- (iv) to give Company's officer signing this agreement, or his or her authorized representative,  
advance notification of the presence of Licensees on Designated Property in accordance  
with Company's "Special Provisions for Protection of Railway Interest";
- (v) to indemnify and save harmless Company, its officers, agents and employees from and  
against any and all claims, demands, losses, suits, judgments, costs, expenses (including

CONTRACTOR WORKING ON BEHALF OF PROJECT SPONSOR  
COSTS REIMBURSED BY PROJECT SPONSOR

NS File: \_\_\_\_\_

NS Billing Number: \_\_\_\_\_

without limitation reasonable attorney's fees) and liability resulting from (a) injury to or death of any person, including without limitation the Licensees, and damage to or loss of any property, including without limitation that belonging to or in the custody of Licensees (the "Licensee Property"), arising or in any manner growing out of the presence of either the Licensees or the Licensee Property, or both, on or about the Premises, regardless of whether negligence on the part of Company, its officers, agents or employees caused or contributed to said loss of life, personal injury or property loss or damage in whole or in part; (b) any alleged violation of any law, statute, code, ordinance or regulation of the United States or of any state, county or municipal government (including, without limitation, those relating to air, water, noise, solid waste and other forms of environmental protection, contamination or pollution or to discrimination on any basis) that results in whole or in part, directly or indirectly, from the activities of Licensees related in any way to their presence on the Premises or from any other act or omission of Licensees contributing to such violation, regardless of whether such activities, acts or omissions are intentional or negligent, and regardless of any specification by Company without actual knowledge that it might violate any such law, statute, code, ordinance or regulation; (c) any allegation that Company is an employer or joint employer of a Licensee or is liable for related employment benefits or tax withholdings; or (d) any decision by Company to bar or exclude a Licensee from the Premises pursuant to subsection (ii)(b) above;

- (vi) to have and keep in effect the appropriate kinds of insurance as listed in the Company's "Special Provisions for Protection of Railway Interest, with insurance companies satisfactory to Company, during the entire time Licensees or Licensee Property, or both, is on the Premises; and to provide certificates of insurance showing the foregoing coverage, as well as any endorsements or other proper documentation showing and any change or cancellations in the coverage to the Company officer signing this agreement or to his or her authorized representative;
- (vii) to reimburse Company for any costs not covered under the existing project agreement between the Company and the Project Sponsor, including, but not limited to, material, labor, construction submittal review, supervisory and railroad protective services costs, and related taxes and overhead expenses required or deemed necessary by Company because of the presence of either Licensees or Licensee Property on the Premises;
- (viii) to exercise special care and precautions to protect the Premises and equipment, machinery, rolling stock and other personal property and fixtures belonging to Company or otherwise located on the Premises (whether or not constituting Designated Property) and to avoid interference with Company's operations;
- (ix) to not create and not allow drainage conditions which would be adverse to the Premises or any surrounding areas;
- (x) to refrain from the disposal or release of any trash, waste, and hazardous, dangerous or toxic waste, materials or substances on or adjacent to the Premises and to clean up or to pay Company for the cleanup of any such released trash, waste, materials or substances; and
- (xi) to restore the Premises and surrounding areas to its original condition or to a condition satisfactory to the Company officer signing this agreement or to his or her authorized representative (ordinary wear and tear to rolling stock and equipment excepted) upon termination of Licensees' presence on the Premises.

As a part of the consideration hereof, Principal further hereby agrees that Company shall mean not only Norfolk Southern Railway Company but also Norfolk Southern Corporation and any and all subsidiaries



CONTRACTOR WORKING ON BEHALF OF PROJECT SPONSOR  
COSTS REIMBURSED BY PROJECT SPONSOR  
NS File: \_\_\_\_\_  
NS Billing Number: \_\_\_\_\_

and affiliates of Norfolk Southern Railway Company or Norfolk Southern Corporation, and that all of Principal's indemnity commitments in this agreement in favor of Company also shall extend to and indemnify Norfolk Southern Corporation and any subsidiaries and affiliated companies of Norfolk Southern Railway Company or Norfolk Southern Corporation and its and/or their directors, officers, agents and employees.

It is expressly understood that the indemnification obligations set forth herein cover claims by Principal's employees, agents, independent contractors and other representatives, and Principal expressly waives any defense to or immunity from such indemnification obligations and/or any subrogation rights available under any applicable state constitutional provision, laws, rules or regulations, including, without limitation, the workers' compensation laws of any state. Specifically, (i) in the event that all or a portion of the Premises is located in the State of Ohio, the following provision shall be applicable: "Principal, with respect to the indemnification provisions contained herein, hereby expressly waives any defense or immunity granted or afforded it pursuant to Section 35, Article II of the Ohio Constitution and Section 4123.74 of the Ohio Revised Code"; and (ii) in the event that all or a portion of the Premises is located in the Commonwealth of Pennsylvania, the following provision shall be applicable: "Principal, with respect to the indemnification provisions contained herein, hereby expressly waives any defense or immunity granted or afforded it pursuant to the Pennsylvania Workers' Compensation Act, 77 P.S. 481".

This agreement shall be governed by the internal laws of the Commonwealth of Virginia, without regard to otherwise applicable principles of conflicts of laws. If any of the foregoing provisions is held for any reason to be unlawful or unenforceable, the parties intend that only the specific words found to be unlawful or unenforceable be severed and deleted from this agreement and that the balance of this agreement remain a binding enforceable agreement to the fullest extent permitted by law.

This agreement may be amended only in a writing signed by authorized representatives of the parties.

Name of Principal: \_\_\_\_\_  
  
By: \_\_\_\_\_  
  
Print Name: \_\_\_\_\_  
  
Title \_\_\_\_\_  
  
Date \_\_\_\_\_, 20\_\_\_\_

NORFOLK SOUTHERN RAILWAY COMPANY

By \_\_\_\_\_  
  
Print Name: \_\_\_\_\_  
  
Title \_\_\_\_\_  
  
Date \_\_\_\_\_, 20\_\_\_\_

Norfolk Southern Check List for Construction

\* to be completed prior to the start of any work on Norfolk Southern right-of-way

Norfolk Southern Milepost/File #: \_\_\_\_\_

Sponsor/DOT File #: \_\_\_\_\_

Norfolk Southern Public Improvement Contact: \_\_\_\_\_

- ☐ Has contractor reviewed and agreed to be in compliance with the latest **Special Provisions for the Protection of Railway Interests**?
- ☐ Has **Insurance** been approved by Norfolk Southern Risk Management Department?  
Date Approved: \_\_\_\_\_
- ☐ Has a **Pre-Construction Meeting** been scheduled with a Norfolk Southern representative?  
Scheduled Date: \_\_\_\_\_
- ☐ Has a **Construction Right-of-Entry** been executed by contractor and Norfolk Southern? Date Fully Executed: \_\_\_\_\_
- ☐ Has a written **Authorization to Proceed** been issued by a Norfolk Southern representative?  
Date Issued \_\_\_\_\_
- ☐ Has a **Flagman** been assigned? Name/Phone # \_\_\_\_\_

Estimated Start Date for Construction

Estimated End Date for Construction

_____ Signed by DOT Representative	_____ Date	_____ Signed by Contractor	_____ Date
_____ Signed by NS Representative	_____ Date		

**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>

## **SPECIAL NOTE FOR PORTABLE CHANGEABLE MESSAGE SIGNS**

This Special Note will apply when indicated on the plans or in the proposal.

**1.0 DESCRIPTION.** Furnish, install, operate, and maintain variable message signs at the locations shown on the plans or designated by the Engineer. Remove and retain possession of variable message signs when they are no longer needed on the project.

## **2.0 MATERIALS.**

**2.1 General.** Use LED Variable Message Signs Class I, II, or III, as appropriate, from the Department's List of Approved Materials.

Unclassified signs may be submitted for approval by the Engineer. The Engineer may require a daytime and nighttime demonstration. The Engineer will make a final decision within 30 days after all required information is received.

**2.2 Sign and Controls.** All signs must:

- 1) Provide 3-line messages with each line being 8 characters long and at least 18 inches tall. Each character comprises 35 pixels.
- 2) Provide at least 40 preprogrammed messages available for use at any time. Provide for quick and easy change of the displayed message; editing of the message; and additions of new messages.
- 3) Provide a controller consisting of:
  - a) Keyboard or keypad.
  - b) Readout that mimics the actual sign display. (When LCD or LCD type readout is used, include backlighting and heating or otherwise arrange for viewing in cold temperatures.)
  - c) Non-volatile memory or suitable memory with battery backup for storing pre-programmed messages.
  - d) Logic circuitry to control the sequence of messages and flash rate.
- 4) Provide a serial interface that is capable of supporting complete remote control ability through land line and cellular telephone operation. Include communication software capable of immediately updating the message, providing complete sign status, and allowing message library queries and updates.
- 5) Allow a single person easily to raise the sign to a satisfactory height above the pavement during use, and lower the sign during travel.
- 6) Be Highway Orange on all exterior surfaces of the trailer, supports, and controller cabinet.
- 7) Provide operation in ambient temperatures from -30 to + 120 degrees Fahrenheit during snow, rain and other inclement weather.
- 8) Provide the driver board as part of a module. All modules are interchangeable, and have plug and socket arrangements for disconnection and reconnection. Printed circuit boards associated with driver boards have a conformable coating to protect against moisture.
- 9) Provide a sign case sealed against rain, snow, dust, insects, etc. The lens is UV stabilized clear plastic (polycarbonate, acrylic, or other approved material) angled to prevent glare.
- 10) Provide a flat black UV protected coating on the sign hardware, character PCB, and appropriate lens areas.
- 11) Provide a photocell control to provide automatic dimming.

- 12) Allow an on-off flashing sequence at an adjustable rate.
- 13) Provide a sight to aim the message.
- 14) Provide a LED display color of approximately 590 nm amber.
- 15) Provide a controller that is password protected.
- 16) Provide a security device that prevents unauthorized individuals from accessing the controller.
- 17) Provide the following 3-line messages preprogrammed and available for use when the sign unit begins operation:

/KEEP/RIGHT/⇒⇒⇒/	/MIN/SPEED/**MPH/
/KEEP/LEFT/⇐⇐⇐/	/ICY/BRIDGE/AHEAD/ /ONE
/LOOSE/GRAVEL/AHEAD/	LANE/BRIDGE/AHEAD/
/RD WORK/NEXT/**MILES/	/ROUGH/ROAD/AHEAD/
/TWO WAY/TRAFFIC/AHEAD/	/MERGING/TRAFFIC/AHEAD/
/PAINT/CREW/AHEAD/	/NEXT/***/MILES/
/REDUCE/SPEED/**MPH/	/HEAVY/TRAFFIC/AHEAD/
/BRIDGE/WORK/***() FT/	/SPEED/LIMIT/**MPH/
/MAX/SPEED/**MPH/	/BUMP/AHEAD/
/SURVEY/PARTY/AHEAD/	/TWO/WAY/TRAFFIC/

\*Insert numerals as directed by the Engineer.  
Add other messages during the project when required by the Engineer.

2.3 Power.

- 1) Design solar panels to yield 10 percent or greater additional charge than sign consumption. Provide direct wiring for operation of the sign or arrow board from an external power source to provide energy backup for 21 days without sunlight and an on-board system charger with the ability to recharge completely discharged batteries in 24 hours.

**3.0 CONSTRUCTION.** Furnish and operate the variable message signs as designated on the plans or by the Engineer. Ensure the bottom of the message panel is a minimum of 7 feet above the roadway in urban areas and 5 feet above in rural areas when operating. Use Class I, II, or III signs on roads with a speed limit less than 55 mph. Use Class I or II signs on roads with speed limits 55 mph or greater.

Maintain the sign in proper working order, including repair of any damage done by others, until completion of the project. When the sign becomes inoperative, immediately repair or replace the sign. Repetitive problems with the same unit will be cause for rejection and replacement.

Use only project related messages and messages directed by the Engineer, unnecessary messages lessen the impact of the sign. Ensure the message is displayed in either one or 2 phases with each phase having no more than 3 lines of text. When no message is needed, but it is necessary to know if the sign is operable, flash only a pixel.

When the sign is not needed, move it outside the clear zone or where the Engineer directs. Variable Message Signs are the property of the Contractor and shall be removed from the project when no longer needed. The Department will not assume ownership of these signs.

**4.0 MEASUREMENT.** The final quantity of Variable Message Sign will be

11  
the actual number of individual signs acceptably furnished and operated during the project. The Department will not measure signs replaced due to damage or rejection.

**5.0 PAYMENT.** The Department will pay for the Variable Message Signs at the unit price each. The Department will not pay for signs replaced due to damage or rejection. Payment is full compensation for furnishing all materials, labor, equipment, and service necessary to, operate, move, repair, and maintain or replace the variable message signs. The Department will make payment for the completed and accepted quantities under the following:

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
02671	Portable Changeable Message Sign	Each

Effective June 15, 2012

## **PART III**

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



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](mailto: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](mailto: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/WHDL/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.

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## **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.

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## **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.

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**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 01/05/2024

**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).

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:	<div><div>. Executive Order 14026 generally applies to the contract.</div><div>. 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.</div></div>
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:	<div><div>. Executive Order 13658 generally applies to the contract.</div><div>. 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</div></div>

	that contract in 2024.
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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

BRIN0004-003 06/01/2023

BRECKENRIDGE COUNTY

	Rates	Fringes
BRICKLAYER.....	\$ 34.17	19.60
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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
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BRKY0002-006 06/01/2023

BRACKEN, GALLATIN, GRANT, MASON & ROBERTSON COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 33.48	15.92
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BRKY0007-004 06/01/2023

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

	Rates	Fringes
BRICKLAYER.....	\$ 39.46	20.14
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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
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CARP0064-001 04/01/2023

	Rates	Fringes
CARPENTER.....	\$ 31.81	22.86
Diver.....	\$ 48.09	22.86
PILEDRIVERMAN.....	\$ 32.06	22.86
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ELEC0212-008 06/07/2022

BRACKEN, GALLATIN and GRANT COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 33.29	20.05

ELEC0212-014 11/28/2022

BRACKEN, GALLATIN & GRANT COUNTIES:

	Rates	Fringes
Sound & Communication Technician.....	\$ 26.70	13.41

ELEC0317-012 05/29/2023

BOYD, CARTER, ELLIOT & ROWAN COUNTIES:

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

ELEC0369-007 06/01/2022

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.....	\$ 34.60	19.57

ELEC0575-002 05/29/2023

FLEMING, GREENUP, LEWIS & MASON COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 36.50	21.76

ENGI0181-018 07/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 38.55	18.60
GROUP 2.....	\$ 35.69	18.60
GROUP 3.....	\$ 36.14	18.60
GROUP 4.....	\$ 35.37	18.60

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.

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**IRON0044-009 06/01/2023**

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

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 30.75	22.70
Structural.....	\$ 32.37	22.70

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IRON0070-006 06/01/2023

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, Stamplng Ground & Woodlake);

	Rates	Fringes
IRONWORKER.....	\$ 32.59	24.50
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IRON0769-007 06/01/2023

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.....	\$ 36.16	28.34
ZONE 2.....	\$ 36.56	28.34
ZONE 3.....	\$ 38.16	28.34
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.		
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LABO0189-003 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

LABO0189-008 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

LABO0189-009 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** 12/01/2022

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

	Rates	Fringes
Painters:		
Bridges; Locks; Dams;		
Tension Towers & Energized		
Substations.....	\$ 35.06	23.35
Power Generating Facilities.	\$ 31.82	23.35

**PLUM0248-003** 06/01/2023

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

	Rates	Fringes
Plumber and Steamfitter.....	\$ 41.00	22.95

**PLUM0392-007** 06/01/2023

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

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 38.62	25.73

**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

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

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\*\* 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)).

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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.

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#### 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:

<b>GOALS FOR MINORITY PARTICIPATION IN EACH TRADE</b>	<b>GOALS FOR FEMALE PARTICIPATION IN EACH TRADE</b>
10.8%	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](mailto:OFCCP-SE@dol.gov)  
Construction Award Email: [OFCCP-SE-ConstructionAward@dol.gov](mailto:OFCCP-SE-ConstructionAward@dol.gov)**

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is Scott County.
- (Revised: 1/1/2023)

# **PART IV**

## **INSURANCE**

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

**PART V**

**BID ITEMS**

Report Date 12/21/23

Section: 0001 - BRIDGE - 105C00112N

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	00001		DGA BASE	162.00	TON		\$	
0020	00212		CL2 ASPH BASE 1.00D PG64-22	120.00	TON		\$	
0030	00301		CL2 ASPH SURF 0.38D PG64-22	30.00	TON		\$	
0040	01691		FLUME INLET TYPE 2	1.00	EACH		\$	
0050	01811		STANDARD CURB AND GUTTER MOD	198.00	LF		\$	
0060	01987		DELINEATOR FOR GUARDRAIL BI DIRECTIONAL WHITE	12.00	EACH		\$	
0070	02001		CURB TO BARRIER WALL TRANS	2.00	EACH		\$	
0080	02223		GRANULAR EMBANKMENT	40.00	CUYD		\$	
0090	02351		GUARDRAIL-STEEL W BEAM-S FACE	87.50	LF		\$	
0100	02371		GUARDRAIL END TREATMENT TYPE 7	2.00	EACH		\$	
0110	02381		REMOVE GUARDRAIL	148.00	LF		\$	
0120	02399		EXTRA LENGTH GUARDRAIL POST	16.00	EACH		\$	
0130	02483		CHANNEL LINING CLASS II	8.00	TON		\$	
0140	02545		CLEARING AND GRUBBING APPROX LESS THAN 1 ACRE	1.00	LS		\$	
0150	02585		EDGE KEY	44.00	LF		\$	
0160	02602		FABRIC-GEOTEXTILE CLASS 1	12.00	SQYD		\$	
0170	02650		MAINTAIN & CONTROL TRAFFIC	1.00	LS		\$	
0180	02671		PORTABLE CHANGEABLE MESSAGE SIGN	2.00	EACH		\$	
0190	02726		STAKING	1.00	LS		\$	
0200	03299		ARMORED EDGE FOR CONCRETE	52.00	LF		\$	
0210	08003		FOUNDATION PREPARATION	1.00	LS		\$	
0220	08100		CONCRETE-CLASS A	157.30	CUYD		\$	
0230	08104		CONCRETE-CLASS AA	62.00	CUYD		\$	
0240	08150		STEEL REINFORCEMENT	15,290.00	LB		\$	
0250	08151		STEEL REINFORCEMENT-EPOXY COATED	8,587.00	LB		\$	
0260	08301		REMOVE SUPERSTRUCTURE	1.00	LS		\$	
0270	08661		PRECAST PC BOX BEAM CB12-48	294.00	LF		\$	
0280	08664		PRECAST PC BOX BEAM CB27-48	476.00	LF		\$	
0290	08714		BRIDGE CHAIN LINK FENCE-10 FT	222.00	LF		\$	
0300	21415ND		EROSION CONTROL	1.00	LS		\$	
0310	23378EC		CONCRETE SEALING	6,520.00	SQFT		\$	
0320	24982EC		CONCRETE COATING APPROX 4859 SF	1.00	LS		\$	
0330	25028ED		RAIL SYSTEM SINGLE SLOPE - 40 IN	222.00	LF		\$	
0340	25078ED		THRIE BEAM GUARDRAIL TRANSITION TL-3	2.00	EACH		\$	
0350	26141EC		GALVANIC ANODE	204.00	EACH		\$	

Section: 0002 - DEMOBILIZATION &/OR MOBILIZATION

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0360	02568		MOBILIZATION	1.00	LS		\$	
0370	02569		DEMOBILIZATION	1.00	LS		\$	