



CALL NO. 107

CONTRACT ID. 252979

PIKE COUNTY

FED/STATE PROJECT NUMBER BRO 1191(054)

DESCRIPTION ROBERT H. FOGLESONG BRIDGE OVER TUG FORK AND NS RR (US 119)

WORK TYPE BRIDGE REPAIR MISCELLANEOUS WORK

PRIMARY COMPLETION DATE 8/1/2026

LETTING DATE: September 25,2025

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN DAYLIGHT TIME September 25,2025. Bids will be publicly announced at 10:00 AM EASTERN DAYLIGHT TIME.

NO PLANS ASSOCIATED WITH THIS PROJECT.

DBE CERTIFICATION REQUIRED - 0%

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

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PART I

SCOPE OF WORK

ADMINISTRATIVE DISTRICT - 12

CONTRACT ID - 252979
BRO 1191(054)
COUNTY - PIKE
PCN - MB098011925W1
BRO 1191(054)

US-119 BRIDGE 098B00151N OVER TUG FORK AND NS RR AT MP 22.66BRIDGE REPAIRS SYP NO. 12-10159.
GEOGRAPHIC COORDINATES LATITUDE 37:30:34.00 LONGITUDE 82:22:01.00
ADT

COMPLETION DATE(S):

90 CALENDAR Days	APPLIES TO 098B00151N PHASE 1 (SEE SPECIAL NOTE)
90 CALENDAR Days	APPLIES TO 098B00151N PHASE 2 (SEE SPECIAL NOTE)
COMPLETED BY 08/01/2026	APPLIES TO ENTIRE CONTRACT (SEE SPECIAL NOTE)

CONTRACT NOTES

INSURANCE

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

PROPOSAL ADDENDA

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

BID SUBMITTAL

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

JOINT VENTURE BIDDING

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

UNDERGROUND FACILITY DAMAGE PROTECTION

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

REGISTRATION WITH THE SECRETARY OF STATE BY A FOREIGN ENTITY

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

foreign entity is not required to obtain a certificate as provided in [KRS 14A.9-010](#), the foreign entity should identify the applicable exception. Foreign entity is defined within [KRS 14A.1-070](#).

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

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

SPECIAL NOTE FOR PROJECT QUESTIONS DURING ADVERTISEMENT

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

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

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

HARDWOOD REMOVAL RESTRICTIONS

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

INSTRUCTIONS FOR EXCESS MATERIAL SITES AND BORROW SITES

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

ACCESS TO RECORDS

The state agency certifies that it is in compliance with the provisions of KRS 45A.150, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, 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 agreement for the purpose of financial audit or program review. 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. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

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.

Revised: 1/1/2025

1.0 BUY AMERICA REQUIREMENT.

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

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

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

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

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

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

Use foreign materials only under the following conditions:

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

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

2.0 – BUILD AMERICA, BUY AMERICA (BABA)

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

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

BABA permits FHWA participation in the Contract only if all “construction materials” as defined in the Act are made in the United States. The Buy America preference applies to the following construction materials incorporated into infrastructure projects: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); Fiber optic cable; optical fiber; lumber; engineered wood; and drywall. Contractor will be

required to use construction materials produced in the United States on this Project. The Contractor shall submit a certification stating that all construction materials are certified to be BABA compliant.

3.0 FINAL RULE – FHWA’S BUY AMERICA REGULATION TO TERMINATE GENERAL APPLICABILITY WAIVER FOR MANUFACTURED PRODUCTS

- **March 17, 2025** (effective date): For all Federal-aid projects obligated on or after March 15, 2025, all iron or steel products, as defined in § 635.410(c)(1)(iii), must comply with FHWA’s Buy America requirements for steel and iron in § 635.410(b). In addition, for all Federal-aid projects obligated on or after March 15, 2025, per § 635.410(c)(2), articles, materials, and supplies should be classified as an iron or steel product, a manufactured product, or another product as specified by law or in 2 CFR part 184 (such other products specified by law or in 2 CFR part 184 include “excluded materials” and “construction materials”); an article, material, or supply must not be considered to fall into multiple categories.
- **October 1, 2025:** The final assembly requirement will become effective for Federal-aid projects obligated on or after October 1, 2025. This means that, for manufactured product to be Buy America compliant, for Federal-aid projects obligated on or after October 1, 2025, final assembly of the manufactured product must occur in the United States.
- **October 1, 2026:** The 55 percent requirement will become effective for Federal-aid projects obligated on or after October 1, 2026. This means that, for manufactured product to be Buy America-compliant, for Federal-aid projects obligated on or after October 1, 2026, all manufactured products permanently incorporated into the project must both be manufactured in the United States (satisfy the final assembly requirement) and have the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States be greater than 55 percent of the total cost of all components of the manufactured product (satisfy the 55 percent requirement).

4.0 – ADDITIONAL REQUIREMENTS

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’s 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 \(dot.gov\)](#)

Effective - June 26, 2025, Letting

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

05/05/2025

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

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

Date Submitted:_____

Contractor:_____

Signature:_____

Printed Name:_____

Title:_____

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

FEDERAL CONTRACT NOTES

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

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

CIVIL RIGHTS ACT OF 1964

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

NOTICE TO ALL BIDDERS

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

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

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

SECOND TIER SUBCONTRACTS

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

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

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

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

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

DBE GOAL

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

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

OBLIGATION OF CONTRACTORS

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

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

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

CERTIFICATION OF CONTRACT GOAL

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

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

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

DBE PARTICIPATION PLAN

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

The DBE Participation Plan shall include the following:

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

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

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

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

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

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

CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS

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

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

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

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

FAILURE TO MEET GOOD FAITH REQUIREMENT

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

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

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

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

SANCTIONS FOR FAILURE TO MEET DBE REQUIREMENTS OF THE PROJECT

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

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

PROMPT PAYMENT

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

CONTRACTOR REPORTING

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

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

***** IMPORTANT *****

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

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

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

DEFAULT OR DECERTIFICATION OF THE DBE

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

PROHIBITION ON TELECOMMUNICATIONS EQUIPMENT OR SERVICES

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

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

Revised: 2/29/2024

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

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

SECTION 7 is expanded by the following new Article:

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

Pursuant to Title 46CFR Part 381, the Contractor agrees

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

**SPECIAL NOTES
DISTRICT NO. 12
PIKE COUNTY
BRIDGE REPAIR MISCELLANEOUS WORK
ITEM NO. 12-10159
BRO 1191(054)
CID 252979**

FD52 098 0119 025-026

Pike County ~ US119 over Tug Fork and Norfolk Southern R.R. Bridge Number 098B00151N

Geographic Coordinates

Latitude 37° 40' 34.00" (37.6761)

Longitude -82° 17' 01.00" (-82.2836)

LIST OF SPECIAL NOTES USED

- Special Note for Bridge Restoration and Waterproofing with Concrete Overlays
- Special Note for Use of Hydrodemolition Method
- Special Note for Steel Repair
- Special Note for Painting Structural Steel Repairs
- Special Note for Replacing Compression Joints and/or Installing Armored Edges for Concrete Bridges
- Special Note for Concrete Patching Using Epoxy Mortar or Class M Concrete
- Special Note for Structures with Fiber Reinforced Polymer Wrap
- Special Note for Preventative Maintenance
- Special Note for Traffic Control on Bridge Repair Contracts
- Special Note for Utilities and Signs
- Special Note for Contract Completion Date and Penalties on Bridge Repair Contracts

SPECIAL NOTE FOR BRIDGE RESTORATION AND WATERPROOFING WITH CONCRETE OVERLAYS

- I. DESCRIPTION.** Perform all work in accordance with the Kentucky Transportation Cabinet, Department of Highway's 2019 Standard Specifications for Road and Bridge Construction and applicable Supplemental Specifications, the Standard Drawings, this Note, and the attached detail drawings. Section references are to the Standard Specifications.

This work consists of the following: (1) Furnish all labor, materials, tools, and equipment; (2) Remove the existing overlay by milling; (3) Remove residual overlay and partial depth areas by hydrodemolition; (4) Complete full-depth and partial depth repairs as directed by the Engineer; (5) Repair/replace damaged and corroded reinforcing bars; (6) Place new concrete overlay and epoxy-sand slurry in accordance with Section 606; (7) Complete asphalt approach pavement; (8) Maintain and control traffic; and (9) Any other work specified as part of this contract.

All construction will be in accordance with Section 606 unless otherwise specified.

II. MATERIALS.

- A. Latex Concrete.** See Section 606.03.17.
- B. Class "M" Concrete.** Use either "M1" or "M2". See Section 601.
- C. Bituminous Asphalt.** Use CL2 ASPH SURF 0.38D PG64-22.
- D. Epoxy-Sand Slurry.** See Section 606.03.10.

III. CONSTRUCTION.

- A. Machine prep of existing slab.** Remove concrete from existing slab to a depth of at least ¼" below the existing surface, and remove all patches completely, in accordance with the requirements of Section 606.03.03.
- B. Partial Depth Slab Repair, Full Depth Patching and Latex Overlay.** After removing the existing overlay by milling, calibrate the hydrodemolition equipment to remove unsound material without removing any areas completely through the deck. See the Special Note for Use of the Hydrodemolition Method. In the event that partial depth areas or areas where full depth patching is required remain after hydrodemolition, the Contractor shall remove them with hand held jackhammers weighing less than 45lbs in accordance with Section 606.02.10 D. Repair/Replace all damaged or severely corroded reinforcing bars prior to partial depth repair operation in accordance with Section 606.03.03. The Department will not measure material removal and will consider this work incidental to the bid item "PARTIAL DEPTH PATCHING". Fill full depth holes according to Section 606.03.05. Mix and place Latex Modified Concrete Overlay in accordance with Sections 606.03.08 and 606.03.17.
- C. Asphalt Approach Pavement.** Mill each existing asphalt approach for a distance of 100' from the south bridge end and 50' from the north bridge end. Remove the bituminous material uniformly by making an edge key, so as to provide a smooth transition to the finished bridge when a new bituminous overlay of compacted depth

of approximately 1½” is added to the approaches. The grinding depth may vary depending of the condition of the existing approach and final elevation of bridge end. Dispose of all removed material away from the site.

- D. Blast Cleaning.** Blast clean the concrete surface of the overlay in accordance with Section 606.03.04.
- E. Epoxy-Sand Slurry.** After the overlay has been completed and cured apply the epoxy-sand slurry in accordance with Section 606.03.10.
- F. Surface Texturing.** Texture the concrete surface of the overlay in accordance with Section 609.03.10.
- G. Damage to the Structure.** The Contractor shall bear all responsibility and expense for any and all damage to the structure during the repair work even to removal and replacement of a fallen span, should the fallen span result from the Contractor’s actions.

IV. MEASUREMENT. See Section 606 and the following:

- A. Latex Modified Concrete for Overlay.** The Department will measure the quantity in cubic yards using the theoretical volume as follows:

$$098B00151N \quad (523'-0" \times 71'-5" \times 1 \frac{1}{2} ") = 173 \text{ cu yd}$$

- B. Latex Modified Concrete for Partial Depth Patching and variable thickness of Overlay.** The Department will measure the quantity in cubic yards by deducting the theoretical volume of bridge deck overlay (LMC) from the total volume (as indicated by the batch quantity tickets) of Concrete required to obtain the finished grade shown on the Plans or established by the Engineer.
- C. Class M Concrete for Full Depth Patching.** The Department will measure the quantity in cubic yards as installed, which shall include all labor, equipment, and material needed to complete this work.
- D. Machine Prep of Slab.** The Department will measure the machine preparation of the existing bridge deck in square yards, which shall include all labor, equipment, and material needed to complete this work.
- E. Steel Reinforcement - Epoxy Coated.** The Department will measure any reinforcing steel necessary for the partial or full depth patch in pounds, which shall include all labor, equipment, and material needed to complete this work.
- F. Asphalt Approach Pavement.** The Department will measure the quantity in square yards, which shall include all labor, equipment, and material needed to complete this work.

V. PAYMENT. See Section 606 and the following:

- A. Latex Modified Concrete for Overlay.** The Department will make payment for the Latex Modified Concrete under bid item #08534 “CONCRETE OVERLAY – LATEX” for the theoretical quantity.

- B. Latex Modified Concrete for Partial Depth Patching and variable thickness of Overlay.** The Department will make payment for the Partial Depth Patching under bid item #24094EC "PARTIAL DEPTH PATCHING". Payment will be for the quantity per cubic yard complete in place.
- C. Full Depth Patching.** The Department will make payment for any full depth patching under bid item #08526 "CONCRETE CLASS M FULL DEPTH PATCH". Payment will be per cubic yard complete in place.
- D. Blast Cleaning.** The Department will make payment for blast cleaning under bid item #08549 "BLAST CLEANING". Payment will be per square yard of surface cleaned.
- E. Epoxy-Sand Slurry.** The Department will make payment for epoxy-sand slurry under bid item #08504 "EPOXY-SAND SLURRY". Payment will be per square yard complete.
- F. Machine Prep of Slab.** The Department will make payment for the removal of the existing overlay under bid item #08551 "MACHINE PREP OF SLAB". Payment will be for the square yard complete.
- G. Steel Reinforcement - Epoxy Coated.** The Department will make payment for steel reinforcement, if necessary, under bid item #08151 "STEEL REINFORCEMENT-EPOXY COATED". Payment will be at the unit price per pound.
- H. Asphalt Approach Pavement.** The Department will make payment for the completed and accepted quantity of this work under the bid item #03304 "BRIDGE OVERLAY APPROACH PAVEMENT". Payment will be at the unit price per square yard complete in place.

SPECIAL NOTE FOR USE OF THE HYDRODEMOLITION METHOD

1. **DESCRIPTION.** Perform all work in accordance with the Kentucky Transportation Cabinet, Department of Highway's 2019 Standard Specifications for Road and Bridge Construction and applicable Supplemental Specifications, the Standard Drawings, this Note, and the attached detail drawings.

This work consists of the following to provide a uniform depth, highly bondable surface for placement of a new latex concrete overlay: (1) Furnish all labor, materials, tools, and equipment; (2) Use hydrodemolition to remove residual existing latex overlay following milling of the existing overlay; (3) Use hydrodemolition to remove unsound patches and unsound concrete in the original deck; (4) Remove and dispose of all concrete and debris (5) Provide vacuuming, shield, and water control; (5) Protect traffic on the bridge deck and below the bridge; and (6) Any other work specified as part of this contract.

2. **EQUIPMENT.**

- A. **Hydrodemolition Equipment.** The hydrodemolition equipment shall consist of a filtering and pumping unit operating with a self-propelled computerized robot that utilizes a high pressure water jet capable of removing concrete to the depth specified on the plans or as directed by the Engineer and be capable of removing rust and concrete particles from reinforcing steel. The equipment shall provide a rough and bondable surface and remove all unsound concrete during the initial pass. The minimum water usage shall be 43 gal/min operating at 13,000 psi minimum. The pressure and water usage shall be calibrated to remove as much deteriorated concrete without removing any areas of the deck completely to the satisfaction of the Engineer.
- B. **Vacuum Cleanup Equipment.** The vacuum cleanup equipment shall be equipped with fugitive dust control devices and be capable of removing wet debris and water all in the same pass. Provide equipment capable of washing the deck with pressurized water prior to the vacuum operation to dislodge all debris and slurry from the deck surface.
- C. **Hand Held Blast Cleaning Equipment.** Hand held blast shall be either sand or water as necessary to expose fine and coarse aggregates; thoroughly clean all exposed reinforcing steel; and remove any unsound concrete or laitance layers from the proposed concrete overlay surface. If sand blasting equipment is utilized, the equipment shall have oil traps. If water blasting equipment is utilized, the equipment must be capable of delivering a minimum of 5,000 psi.

3. **CONSTRUCTION.**

- A. **General.** Following removal of the existing overlay by milling, perform

hydrodemolition surface preparation over the entire top surface of the reinforced concrete bridge deck to provide a rough and bondable surface and to remove all unsound concrete during the initial hydrodemolition surface preparation pass.

- B. Description.** This work shall consist of furnishing the necessary labor, materials and equipment to completely remove the any residual latex concrete overlay that remains on the top surface of the bridge deck following milling in accordance with this Note and in reasonably close conformity with the grades, thickness, or sections shown on the attached detail drawings or as directed by the Engineer. This work shall include the removal of patches other than sound Portland cement concrete and all loose and unsound concrete by hydrodemolition; protection of traffic on the bridge deck and on the river below; preparation of the sound existing concrete surface; removal, forming, and concrete for full depth repairs; blast cleaning or high pressure water cleaning the existing deck prior to placement of the modified concrete overlay; and all other operations necessary to complete this work according to this Note and to the satisfaction of the Engineer.

C. Concrete Removal by Hydrodemolition

- i. **General.** The total surface area of the reinforced concrete bridge deck shall be completely prepared by hydrodemolition as necessary to provide a highly roughened and bondable surface prior to placement of the proposed bridge deck overlay while removing any deteriorated and unsound concrete in the initial pass. Unsound concrete is defined as existing bridge deck concrete that is deteriorated, spalled, or determined by the Engineer to be unsound.

With the use of hydrodemolition surface preparation, the requirement to provide a minimum 1/4" clearance around all reinforcing bars that are more than 1/2" diameter exposed is waived, providing that the existing concrete is sound. The amount of steel exposed shall be kept to a minimum.

Calibration shall be required on each structure, each time Hydrodemolition is performed, and as required to achieve the results specified by the plan.

- ii. **Debris and Fluid Containment.** Prior to commencement of the hydrodemolition operation, the Contractor shall submit a plan for approval to the Engineer for control and filtering of all water discharged during operation. The Contractor, at a minimum, shall block all drains on the deck and install aggregate dams every 150 feet; 6 inches high by 1 foot wide minimum, to strain runoff. Drainage from the hydrodemolition procedures shall not be permitted to run off onto the Norfolk Southern

ROW. All water and debris shall be captured in a manner which does not allow any runoff onto the Norfolk Southern ROW. The deck shall be used as a settlement basin within itself unless an alternate method of water control, satisfactory to the Engineer and meeting the environmental requirements of any associated Regulatory Agency, is required.

The Contractor shall provide shielding, as necessary, to ensure containment of all dislodged concrete within the removal area in order to protect the public from flying debris both on and under the work site.

Cleaning shall be performed with a vacuum system capable of removing wet debris and water all in the same pass. The vacuum equipment shall be capable of washing the deck with pressurized water prior to the vacuum operation to dislodge all debris and slurry from the deck surface. Cleaning shall be done in a timely manner, before debris and water is allowed to dry on the deck surface.

4. MEASUREMENT.

Hydrodemolition. The Department will not measure material removal and will consider this work incidental to "Partial Depth Patching"

SPECIAL NOTE FOR STEEL REPAIR

I. DESCRIPTION

Perform all work in accordance with the Kentucky Transportation Cabinet, Department of Highways 2019 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. Prepare steel surfaces.
4. Install girder repairs in accordance with this note and the attached drawings.
5. Contain all debris.
6. Any other work as specified as part of this contract.

II. MATERIALS

- A. Structural Steel.** ASTM A709 Grade 36 Minimum. See Section 812 of the Specifications.
- B. High Strength Bolts.** ASTM F3125 Grade A325. Use High strength nuts, DTI's, and washers. All new holes to be drilled 15/16" diameter. Galvanize all fasteners.

III. CONSTRUCTION

- A. Surface Preparation.** Clean and prime the existing bottom flange and the web extending 12" up from the bottom flange in accordance with the Special Note for Painting Structural Steel Repairs. New steel is to be shop prepared in accordance with the Special Note for Painting Structural Steel Repairs.
- B. Install Girder Repairs.** Install girder web angle as specified in the attached detail drawings and in accordance with the Specifications. Perform field welding in accordance with AWS D1.5 current edition. Remove all loose mill scale, paint, grease oil, rust, moisture, and other materials prior to field welding. Grind the bottom flange to remove and pitting or irregularities. Separation of steel parts in close contact greater than 1/16" requires an increase in the fillet weld leg as detailed equal to the separation distance.
- C. Painting Structural Steel Repairs.** Paint girder and repair angle in accordance with the Special Note for Painting Structural Steel Repairs and as directed by the Engineer.

IV. MEASUREMENT

- A. Install Girder Repairs.** The Department will measure the quantity as the number of steel repair locations. The locations shall be designated by the attached Contract Plans. This work shall be bid with the contingency that quantities noted in the Contract Plans may be modified by the Engineer.

V. PAYMENT

- A. Girder Repair (23070NN).** Payment at the contract unit price per “Each” completed and accepted repair is full compensation for the girder weld crack repair and all incidental items necessary to complete the appropriate work.

SPECIAL NOTE FOR PAINTING STRUCTURAL STEEL REPAIRS

I. DESCRIPTION

Perform all work in accordance with the Kentucky Transportation Cabinet, Department of Highways 2019 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. Clean and prime the existing structural steel in accordance with this note and the attached detail drawings.
4. Prepare and prime the new structural steel in accordance with this note and the attached detail drawings.
5. Any other work specified as part of this contract.

II. MATERIALS

A. Paint. Conform to Section 607 or ASTM A123 for Galvanize.

III. CONSTRUCTION

A. Clean and Prime existing structural steel. All existing faying surfaces where new steel is to be installed shall be cleaned and receive the prime coat as specified in Section 607.03.23 of the Standard Specifications before any new steel is installed. Level of cleaning shall be to an **SSPC-SP 15** (Commercial Grade Power Tool Cleaning). All Power tools shall be equipped with vacuum shrouds and fitted with HEPA filters at their air exhausts. Maintain and operate all vacuum shrouded power tools to collect generated debris. The contractor shall submit to Norfolk Southern for review a paint containment plan prior to beginning any paint work within the railroad's right of way. Primer for faying surfaces shall be from the Class I paint system listed on the Division of Materials list of approved products.

B. Prepare and Prime new structural steel. All new structural steel shall receive shop surface preparation and shop applied prime coating as specified. Faying surfaces shall receive only the prime coat specified. Necessary touch up/repair of the shop applied prime coat on the new steel may be performed in the field. Finish coatings shall be field applied as specified. Necessary touch up/repair of the shop applied prime coat on the new steel may be performed in the field. All finish coatings shall be field applied. The contractor shall submit to Norfolk Southern for review a paint containment plan prior to beginning any paint work within the railroad's right of way.

In lieu of painting all new steel may be galvanized. All items necessary to complete painting as specified in this note shall be considered incidental to unit price bid for "Steel Repair" item.

C. Residual Lead. Residual lead paint may still be on bridge. The Contractor is advised to take all necessary protective measures including worker safety and environmental regulations when performing surface preparation and other work. The Department will not consider any claims based on residual lead paint.

IV. MEASUREMENT

All items of work necessary to complete cleaning and painting as specified in this Note shall be considered incidental to the unit prices bid for the structural steel repairs being completed.

V. PAYMENT

The Department will make payment for the completed and accepted quantities of cleaning and painting structural steel repairs as part of the unit prices bid for the structural steel repairs being completed. The Department will consider payment as full compensation for all work required.

SPECIAL NOTE FOR REPLACING COMPRESSION JOINTS AND/OR INSTALLING ARMORED EDGES FOR CONCRETE ON BRIDGES

- I. DESCRIPTION.** Perform all work in accordance with the Kentucky Transportation Cabinet, Department of Highway's 2019 Standard Specifications for Road and Bridge Construction and applicable Supplemental Specifications, the Standard Drawings, this Note, and the attached detail drawings. Section references are to the Standard Specifications.

This work consists of the following: (1) Furnish all labor, materials, tools, and equipment; (2) Remove existing concrete and expansion device(s) and/or bridge ends; (3) Install armored edges and new concrete as specified and in accordance with the attached detail drawings; (4) Install new joint seals (where required); (5) Maintain and control traffic; and (6) Any other work specified as part of this contract.

II. MATERIALS.

- A. Class "M" Concrete.** Use either "M1" or "M2". See Section 601.
- B. Structural Steel.** Use new, commercial grade steel suitable for welding. The Engineer will base acceptance on visual inspection. To be approved, armored edge extrusions must be embedded.
- C. Stud Anchors.** The armored edge stud anchors are $\frac{3}{4}$ " x 6" embedded stud shear connectors conforming to ASTM A108, Grade 1015 (Nelson Studs or equal).
- D. Steel Reinforcement – Epoxy Coated.** Use Grade 60. See Section 602.
- E. Epoxy Bond Coat.** See Section 511.
- F. Pre-Compressed Horizontal Expansion Joint System.** It shall have a cellular, or micro-cell, polyurethane foam impregnated with a hydrophobic acrylic emulsion, or a hydrophobic polymer. The polyurethane foam external facing shall be factory coated and cured with highway-grade, fuel resistant silicone or a highway-grade elastomeric coating at a width greater than the maximum joint expansion.
- G. Preformed Neoprene Strip Seal.** Use a joint seal system for the specified width in accordance with section 807.

III. EQUIPMENT.

- A. Hammers.** See Section 606.02.10 B.
- B. Sawing Equipment.** See Section 606.02.10 C.
- C. Hydraulic Impact Equipment.** See Section 606.02.10 D.

IV. CONSTRUCTION.

- A. Remove Existing Materials.** Remove existing Expansion Dams, Bridge Ends, Armored Edges, and specified areas of concrete as shown on the attached detail drawings. Remove debris and/or expansion joint filler as directed by the Engineer. Unless shown otherwise,

clean and leave all existing steel reinforcement encountered in place. Damaged steel reinforcement will be repaired/replaced as directed by the Engineer at no additional cost to the Department.

Dispose of all removed material entirely away from the job site. This work is incidental to the contract unit price for "Expansion Joint Replacement" or "Armored Edge for Concrete".

- B. Place New Concrete and Armored Edges.** After all specified existing materials have been removed; place new armored edges to match the grade of the proposed overlay or to match the original grade (See attached detail drawings and Standard Drawings BJE-001 and BJE-003). Place the new Class "M" concrete to the scarified grade and finish to receive the new overlay or place the new Class "M" concrete to the original grade and finish with broom strokes drawn transversely from curb to curb.

All new structural steel shall be cleaned and painted in accordance with requirements of Section 607.03.23, except that surfaces to come in contact with concrete are not to be painted.

Blast clean all areas of existing concrete and structural steel to come in contact with new concrete until free of all laitance and deleterious substances immediately prior to the placement of the Class "M" Concrete. The surface areas of existing concrete to come in contact with the new Class "M" Concrete are to be coated with an epoxy bond coat immediately prior to placing new concrete in accordance with Section 511. The interfaces of the new and old concrete shall be as nearly vertical and horizontal as possible.

- C. Additional Steel Reinforcement.** Furnish for replacement, as directed by the Engineer, 1280 linear feet of #4 epoxy coated steel reinforcing bars in 20' lengths per pourable joint replacement location. Place these bars in areas deemed by the Engineer to require additional reinforcement. Field cutting and bending is permitted. Note that due to staged construction, bars may need to be drilled and grouted and/or mechanical couplers may be used. Do not place any additional steel reinforcement above the height of the top row of Nelson Studs on the armored edges. Ensure that all exposed steel reinforcement is tied in accordance with Section 602.03.04 prior to pouring the new Class "M" concrete. Deliver unused bars to the Local County Maintenance Barn. Payment will be made in accordance with Section 602.
- D. Stage Construction.** Installation of concrete and armored edges in two (or more if specified) stages is necessary. Join the armored edges at or near the centerline of the roadway or lane line, field weld and grind smooth.
- E. Pre-Compressed Horizontal Expansion Joint System.** System shall be supplied in pre-compressed sticks for easy installation. System shall be installed in accordance with manufacturer's recommendations concerning approved adhesives, welds between sticks and appurtenances, and adhesion to concrete deck or armored edges. Joint seal is to be installed ½" recessed from the surface.
- F. Preformed Neoprene Strip Seals.** Place the seals in one continuous, unbroken length. Place neoprene strip seals as recommended by the manufacture and in accordance with Section 609.

- G. Verifying Field Conditions.** The contractor shall field verify all dimensions before ordering any material. New material that is unsuitable due to variation in existing structure shall be replaced at the Contractor's expense.
- H. Damage to the Structure.** The Contractor shall bear all responsibility and expense for any and all damage to the structure during the repair work even to removal and replacement of a fallen span, should the fallen span result from the Contractor's actions.
- I. Shop Plans.** Shop plans will not be required. The Contractor is responsible for obtaining field measurements and supplying properly sized materials to complete the work.

V. MEASUREMENT.

- A. Expansion Joint Replacement - 4".** The Department will measure the quantity in linear feet from gutter line to gutter line along the centerline of the joint.
- B. Expansion Joint Replacement - 3".** The Department will measure the quantity in linear feet from gutter line to gutter line along the centerline of the joint.
- C. Armored Edge for Concrete.** The Department will measure the quantity in linear feet from gutter line to gutter line along the face of the bridge end.
- D. Epoxy Coated Steel Reinforcement.** See Section 602.

VI. PAYMENT.

- A. Expansion Joint Replacement - 4" (03298).** Payment at the contract unit price per linear foot is full compensation for removing specified existing materials, furnishing and installing the new armored edges, concrete, pre-compressed horizontal expansion joint system, and all incidental items necessary to complete the work (except the overlay material) within the specified pay limits as specified by this note and as shown on the attached detail drawings.
- B. Expansion Joint Replacement - 3" (03297).** Payment at the contract unit price per linear foot is full compensation for removing specified existing materials, furnishing and installing the new armored edges, concrete, pre-compressed horizontal expansion joint system, and all incidental items necessary to complete the work (except the overlay material) within the specified pay limits as specified by this note and as shown on the attached detail drawings.
- C. Armored Edge for Concrete (03299).** Payment at the contract unit price per linear foot is full compensation for removing specified existing materials, furnishing and installing the new armored edges, concrete and all incidental items necessary to complete the work (except the overlay material) within the specified pay limits as specified by this note and as shown on the attached detail drawings.
- D. Steel Reinforcement - Epoxy Coated (08151).** Payment will be at the unit price per pound. See Section 602 for additional details.

Residual lead paint may still be on bridge. The Contractor is advised to take all necessary protective measures including worker safety and environmental regulations when executing this work. The Department will not consider any claims based on residual lead paint.

SPECIAL NOTE FOR CONCRETE PATCHING USING EPOXY MORTAR OR CLASS M CONCRETE

I. DESCRIPTION

Perform all work in accordance with the Kentucky Transportation Cabinet, Department of Highways Standard Specifications for Road and Bridge Construction and applicable Supplemental Specifications, the Standard Drawings (Current Edition), 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. Remove the deteriorated concrete.
4. Blast clean and prepare the surfaces for patching.
5. Prime the areas immediately prior to patching.
6. Apply the epoxy mortar patches or Class M Concrete.
7. Finish the patched surface.
8. Apply an epoxy seal coat as directed and in accordance with the manufacturer's instructions.
9. Any other work specified as part of this contract.

For epoxy mortar, furnish to the Engineer copies of the epoxy manufacturer's technical data sheets, installation guidelines, material safety data sheets, and other pertinent data at least two (2) days prior to beginning the epoxy repairs. All work will be completed in accordance with Section 510 for "Sealing and Patching Concrete with Epoxy Resin" and/or the epoxy resin manufacturer's recommendations as approved by the Engineer.

II. MATERIALS

- A. Epoxy Resin.** Conform to Section 826.
- B. Mortar Sand.** Conform to Section 804.
- C. Sand for Epoxy Seal Coats.** Conform to Section 804.
- D. Epoxy Bond Coat.** See Section 511.
- E. Class "M" Concrete.** Use "M2". See Section 601.

III. CONSTRUCTION

- A. Remove Deteriorated Concrete.** Prior to beginning the concrete repairs, provide safe access to the substructure, in accordance with Section 107.01.01, for the Engineer

to sound possible repair areas. Concrete patching areas are noted in the plans, but the Engineer shall verify and clearly note required patching areas before the Contractor begins work. Any work begun before Engineer verification shall not be paid. All areas of deteriorated concrete found should be repaired as part of this work. Final payment for "Concrete Patching Repair" and "Concrete - Class M2" will be the field-measured quantity of patching completed in accordance with this Note and as designated by the Engineer.

Remove specified areas of deteriorated concrete as shown on the attached detail drawings and/or as directed by the Engineer. Use a saw to cut patch boundaries to 1-inch deep maximum. Use pneumatic hammers and chisels, not exceeding 20 lbs, for removal. Remove all unsound material while protecting sound material and existing steel reinforcement. Rout all cracks and cavities. Chip all patch boundaries to form a sound, mechanical shoulder. The patch depth at any point shall extend 2-inches behind existing steel reinforcement. Dispose of all removed material away from the job site or as directed by the engineer.

Extreme care shall be taken when removing the existing spalled or delaminated concrete so as not to damage the existing reinforcing steel. Completely clean all existing steel reinforcement encountered free of rust and leave in place. Sand blasting or other mechanical means may be required to thoroughly clean exposed steel reinforcement. Steel shall preferably have a bright metal finish. Blast clean all surfaces to remove rust and loose material with compressed air or wipe down with a solvent. Compressed air must be free of oil and water. Use a stiff bristled brush to apply zinc rich primer to the exposed steel reinforcement per the manufacturer's specifications. Supplement all damaged or corroded steel reinforcement as directed by the Engineer. Include cost of reinforcement and any splices in the concrete patching bid price. Ensure that all exposed steel reinforcement is tied in accordance with Section 602.03.04. The Contractor must consult the Engineer before removing any concrete that is directly below the beam bearings.

- B. Prepare Concrete Surfaces for Patching.** Prepare concrete surfaces to be patched in accordance with Section 510.03.01. Final blast cleaning shall be completed within twelve (12) hours prior to placement of the epoxy mortar patch or Class M Concrete. Verify all cleaning methods with the epoxy resin manufacturer's recommendations. Concrete must be sound, dry, and clean prior to placement of epoxy resin prime coat.
- C. Apply Epoxy Mortar for Patching.** For areas to be patched with epoxy mortar, place the epoxy resin prime coat and the epoxy mortar in accordance with Section 510.03.04. Any material used must be approved by the Engineer. Refer to the Kentucky Transportation Cabinet, Division of Materials' List of Approved Materials for currently approved materials for vertical and overhead patching. Place epoxy mortar in accordance with the manufacturer's specifications to restore the deteriorated areas to their original dimensions as shown on the detail drawings or as directed by the Engineer.
- D. Apply Class M Concrete for Patching.** For areas to be patched with Class M Concrete, place the concrete in accordance with the standard specifications to restore the deteriorated areas to their original dimension as shown on the detail drawing(s) or as directed by the Engineer. The surface areas of existing concrete to come in contact with

the new Class M Concrete are to be coated with an epoxy bond coat immediately prior to placing new concrete in accordance with Section 511. The interfaces of the new and old concrete shall be as nearly vertical and horizontal as possible.

- E. Finish the Repaired Surface.** Roughen the surface of the repaired areas to achieve uniform surface texture. Remove any patching runs or spills from concrete surface.
- F. Apply Epoxy Resin Seal Coat.** After the epoxy mortar or Class M Concrete has hardened for the amount of time specified by the manufacturer for curing, apply an additional coat of epoxy resin over the entire patch and on the adjacent old concrete a minimum of two (2) inches. Be sure to work the epoxy resin seal coat thoroughly into any cracks that may have developed in the patch or in the interface of the patch and the old concrete. Place masking tape on the old concrete prior to applying this sealing coat of epoxy resin to insure a neat line. Remove tape after the sealing coat has cured adequately.

IV. MEASUREMENT

- A. Concrete Patching Repair.** The Department will measure the quantity in square feet. Double payment will not be made on both faces of corner repair.
- B. Concrete - Class M.** The Department will measure the quantity in cubic yards. Double payment will not be made on both faces of corner repair.

SPECIAL NOTE FOR STRUCTURES WITH FIBER REINFORCED POLYMER WRAP

I. DESCRIPTION

Perform all work in accordance with the Kentucky Transportation Cabinet, Department of Highways Standard Specifications for Road and Bridge Construction and applicable Supplemental Specifications, the Standard Drawings (Current Editions), this Special Note, Repair Plans, 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 delaminated or spalled areas as applicable in accordance with the Special Note for Concrete Patching Using Epoxy Mortar or Class M Concrete
4. Design and install a carbon fiber reinforced polymer (CFRP) strengthening and protection system to the extents shown in the plans and as directed by the Engineer.
5. Any other work as specified as part of this contract.

II. MATERIALS

One manufacturer shall supply all materials required for the CFRP system. The manufacturer shall be one of three listed below or approved equal for the carbon fiber reinforced polymer (CFRP) strengthening and protection system.

Tyfo Fiberwrap System Fyfe Company, LLC
4995 Murphy Canyon Road Suite 110
San Diego, CA 92123

MasterBrace System
BASF Corporation
889 Valley Park Drive
Shakopee, MN 55379

QuakeWrap
6840 S Tucson Blvd
Tucson, AZ 85756

Polyester or other resins will not be allowed as a substitute to epoxy resins. Glass composite systems will not be allowed as a substitute to carbon composite systems.

III. CONSTRUCTION

A. Design CFRP System. The CFRP system shall be designed for the resistance(s) shown in the attached detail drawings and according to AASHTO FRPS-1 and ACI 440. Design calculations and details must be sealed by a Professional Engineer licensed in the State of Kentucky and must be submitted and approved by the Engineer prior to installation. Submittal information shall include:

- a. Manufacturer's product data sheets and material test data.
- b. Installation and maintenance instructions.
- c. Drawings detailing the type, locations, dimensions, number of layers, and orientations of all FRP materials to be installed.
- d. Calculations to determine the layout of the FRP materials to be installed.
- e. Quality control plan.

B. Surface Preparation. Concrete sealer is to be removed from the existing surfaces to the installer's satisfaction prior to the concrete cleaning and spall repair. Any deteriorated concrete is to be patched per the Special Note for Concrete Patching, then cleaned and prepared to the installer's satisfaction prior to the installation of the CFRP system. The repaired concrete surfaces shall be allowed to cure a minimum of 14 days. The surfaces shall be clean and free of fins, depressions, or other conditions that may affect the intended performance of the CFRP system. Corners perpendicular to the strong fiber direction shall be rounded to a minimum radius of 3/4". The certified and experienced installer responsible shall verify that all required surface preparation has been completed properly and that the CFRP system is cleared for installation.

C. Composite Application. The CFRP system shall only be installed by individuals certified in writing by the material supplier. To be an approved installer for the CFRP material, the installer must provide a history of a minimum of 15 installations completed in the last 2 years using the proposed CFRP material or an approved equal. The manufacturer shall be required to provide training to the crew that does the actual installation as well as construction oversight throughout the duration of the CFRP installations to ensure the materials are applied according to their design and specific material requirements. The manufacturer must submit the name of the installer's company and provide certification the installer meets the quality and experience requirements to perform the work with the bid documents. References of these installations including descriptions and contact information will be reviewed by the Engineer. Installers without the proper certifications, experience, and references will not be allowed to complete this work.

Temperatures of the substrate to receive the composite, ambient temperatures, and the temperature of the CFRP materials shall be between 50°F and 95°F at the time of mixing of epoxy. The CFRP system shall be applied when the relative humidity is less than 85% and the substrate temperature is more than 5°F above the dew point. Applications of the CFRP shall begin within one hour of the mixing of epoxies.

The manufacturer shall designate the proper mixing procedure for the epoxy resins. Apply a primer coating of epoxy to surfaces of the substrate to receive the CFRP system. Saturate the carbon fiber in a documented successful manner that ensures full saturation

of the carbon fiber prior to the installation of the CFRP. Saturation of the carbon fiber in place is not allowed. Apply the CFRP to the prepared and primed substrate using methods that proved a uniform tensile force over the width of the saturated carbon fabric. Strong fibers shall not deviate from the intended fiber direction more than 1/2" per 12" length of composite. Inspection of the installed composite shall be completed prior to the curing of the CFRP to ensure that all edges, seams, and other areas are properly adhered. During this inspection process, releasing of entrapped air and other identified deficiencies shall be addressed.

After the CFRP system has been installed, use thickened epoxy to detail all edges and seams to provide a smooth finish. Apply a final layer of thickened epoxy to the installed CFRP system for protection.

D. Coating System Application. After the epoxy sets, yet prior to the application of the urethane top coat, all defects (including bubbles, delaminations, and fabric tears) more than 1 square inch of the surface area, or as specified by the Engineer, shall be repaired as such:

- a. Small defects (on the order of 6" diameter) shall be injected or back filled with epoxy.
- b. Bubbles less than 12" in diameter shall be repaired by injecting the epoxy. Two holes shall be drilled into the bubble to allow injection of the epoxy and escape of the entrapped air.
- c. Bubbles, delamination, and fabric tears greater than 12" in diameter shall be repaired by removing and reapplying the required number of layers of the composite and the required finish coatings. All repairs shall be approved by the Engineer.

The urethane top coat shall then be applied to the final epoxy coat, as determined by manufacturer.

E. Quality Control. Installer must follow the quality control manual for the installation of the CFRP Systems, produced by the manufacturer.

IV. MEASUREMENT

The Department will measure the quantity by square footage covered. The number of layers will not be counted.

V. PAYMENT

Payment at the contract unit price per square feet is full compensation for CFRP design, materials and installation, and all incidental items necessary to complete the work in accordance with this Special Note and as shown on the attached detail drawing(s).

Code
25015EC

Pay Item
FRP Wrap

Pay Unit
Square Feet

SPECIAL NOTE FOR PREVENTATIVE MAINTENANCE

I. DESCRIPTION

Perform all work in accordance with the Kentucky Transportation Cabinet, Department of Highway's Standard Specifications for Road and Bridge Construction and applicable Supplemental Specifications, the Standard Drawings, (current editions), this Note and Attached Detailed Drawings. Section references are to the Standard Specifications. This work consists of the following: (1) Furnish all labor, materials, tools, and equipment, (2) Bridge Cleaning, (3) Pressure Washing, (4) Concrete Coatings and (5) Any other work specified as part of this contract.

II. MATERIALS

- A. Wash Water.** Use clean potable water for all pressure washing.
- B. Concrete Coatings.** See The Division of Material's list of approved materials for concrete coatings and Section 821.
- C. Rust Inhibitor.** Use the following rust inhibitor or approved equivalent:
- | Manufacturer | Lubricant |
|---------------------|------------------|
| Rhomar | Black Max |
- D. Bearing Lubricant.** Use one of the lubricants from the following manufacturers:
- | Manufacturer | Lubricant |
|---------------------|---------------------------------------|
| Bostik Inc. | Never Seez – Mariner's Choice |
| Mobil Oil | Mobil Centaur Moly NLGI Grades 1 or 2 |
| Certified Labs | Premalube #1 WG |

III. CONSTRUCTION

- A. Bridge Cleaning.** All debris shall be removed from the bridge components. See attached detailed drawings for each bridge addressing components having debris removal. Equipment for removing debris from the bridge components shall be determined by the Contractor, subject to the approval of the Engineer. The Contractor shall prevent any debris from entering any body of water, bridge drainage system, or traffic lanes. All debris removed shall be disposed of in a suitable off-site disposal facility. Prior to all cleaning work, the Contractor shall confirm that any bridge drainage system is not blocked by un-removable debris. A blocked drainage system is considered to be one from which debris cannot be removed using the means specified in this note. If the Engineer has been notified, and concurs that the drainage system is blocked prior to performing other cleaning work, then proceed at the direction of the engineer. If the Contractor does not inspect the bridge drainage system and notify the engineer prior to beginning work any blocked drains will be considered to be the result of the Contractor's operations, and all clearing and cleaning of the drainage system shall be done as part of the work of the specification. All vegetation present at areas of the bridge that are to be addressed in this proposal shall be removed as determined by the Engineer.
- All cost to complete Debris Removal, Clean Deck Drains and Remove**

Vegetation shall as specified shall be included in the Lump Sum price for “Bridge Cleaning”.

B. Stratified and Pack Rust Removal. Stratified and pack rust shall be removed from all bearing devices and specified limits of beams. All existing bearing lubrication shall be removed. See attached detailed drawings for each bridge showing location and quantity of the bearing devices. Hand tools including wire brushes, scrapers or impact devices (hand hammers or power chisels) are to be used for removing stratified and pack rust. All surfaces to have stratified and pack rust removed shall be cleaned to an SSPC SP-2 level. All debris collected shall be disposed of in a suitable off-site disposal facility. **All cost to complete Stratified, Pack Rust Removal and removal of existing bearing lubricant shall be considered incidental to the unit price bid for “Lubricate Bearing”.**

C. Pressure Washing. Specified bridge components shall be pressure washed. See attached detailed drawings for each bridge addressing components to be pressure washed. All equipment for pressure washing shall be operated at a minimum pressure of up 4,000 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. Pressure washing shall be operated at distance of approximately six inches from and perpendicular to the surface. All pressure washing wands shall be equipped with a gauge to accurately determine the amount pressure used. Pressure washing of any bridge element will proceed from top of wash area to bottom of wash area. Wash water will not be released to a bridge element previously washed. Perform all pressure washing at temperatures above 40 degrees Fahrenheit.

All cost to complete Pressure Washing as specified shall be included in the Lump Sum price for Lump Sum price for “Bridge Cleaning”.

D. Concrete Coatings Application. Specified bridge components shall have concrete coating applied to as specified after debris removal and power washing. See attached detailed drawings for addressing the bridge components. Use compressed air to remove any loose debris from the surfaces that are to be coated after power washing. See concrete coating diagram. All coatings shall be applied within manufacturers recommended dry film thickness range. For recommended conditions for application, see Section 614.03.02 and coatings supplier specifications. Allow the surfaces to be coated to dry before any coating is applied. 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 will perform acceptance testing. See Section 821.04. The finish coat shall be Light Gray for Concrete. See Section 821.02.

All cost to complete Concrete Coating Application as specified shall be included in the Lump Sum price for “Concrete Coatings”.

- E. Rust Inhibitor Application.** After all stratified rust is removed from the member surface. The specified rust inhibitor shall be applied to the rusted areas of the structural steel within 4 feet of the joint or centerline of pier. This includes all primary steel members (beams, stringers, floor beams, diaphragms, etc.) in the specified limits. **All cost to complete Rust Inhibitor Application as specified shall be included in the unit price Each for “Bearing Lubrication”.**
- F. Bearing Lubrication Application.** Bearing devices shall be lubricated as specified after all stratified rust and pack rust is removed and power washing is complete. Bearing devices shall have lubricant applied to all surfaces of the bearing including bearing plates and points of movement. See detailed drawings showing location and quantity of the bearing devices. Allow bearing devices to dry before lubricant is applied. Perform all bearing lubrication application at temperatures above 40 degrees Fahrenheit or in accordance with manufactures specifications. **All cost to complete Bearing Lubrication Application as specified shall be included in the unit price Each for “Lubricate Bearing”**
- G. Sequence of Work.** Complete the work in the sequence below.
- 1) Debris Removal
 - 2) Stratified Rust Removal
 - 3) Pressure Washing
 - 4) Concrete Coating Application
 - 5) Rust Inhibitor Application
 - 6) Bearing Lubrication Application
- H. Inspection.** The Cabinet will provide inspection for all items required in this contract. Visual inspection will be required upon completion of each work item for each structure component or at the discretion of the Engineer at any time. All visual inspection shall be performed within arm’s length distance.
- 1) **Debris Removal:** Visual Inspection
 - 2) **Stratified Rust or Pack Rust Removal:** Visual Inspection and Scraper Test
any surface cleaned to SSPC SP2 will be inspected by a dull scraper test to ascertain adherence of existing coating and a hammer test for tightness of pack rust.
 - 3) **Power Washing:** Visual Inspection
 - 4) **Concrete Coating:**
Prime Coat Application Check for wet film thickness*, and defects in the Paint.
Finish Coat Application Check for wet film thickness*, paint appearance, color and quality of application.
 - 5) **Bearing Lubrication:** Visual Inspection
- I. Verifying Field Conditions.** The Contractor shall be familiar with all conditions at each bridge site. The Cabinet will not consider any claims due to the Contractor having not familiarized themselves with requirements of this work.

J. Residual Lead. Residual lead paint may still be on bridge. The Contractor is advised to take all necessary protective measures including worker safety and environmental regulations when performing surface preparation. The Department will not consider any claims based on residual lead paint.

K. Damage to the Structure. The Contractor shall bear all responsibility and expense for any and all damage to the structure during the repair work, even to the removal and replacement of a fallen span, should the fallen span result from the contractor's actions.

IV. MEASUREMENT

- A. Bridge Cleaning.** The Cabinet will measure this item by Lump Sum, completed and accepted.
- B. Concrete Coating.** The Cabinet will measure this item by Lump Sum, completed and accepted.
- C. Bearing Lubrication:** The Cabinet will measure this item by Each, completed and accepted.

V. PAYMENT

- A. Bridge Cleaning (24981EC).** Payment at the contract unit price for "Lump Sum" is full compensation for Debris Removal, Deck Drain Cleaning, Pressure Washing and all incidental items required to complete this with as specified in this note and attached detailed drawings.
- B. Concrete Coating (24982EC).** Payment at the contract unit price for "Lump Sum" is full compensation for applying the concrete coatings and all incidental items required to complete this work as specified in this note and attached detailed drawings.
- C. Bearing Lubrication (24983EC):** Payment at the contract unit price "Each" is full compensation for applying bearing lubrication and all incidental items required to complete this work as specified in this note and attached detailed drawings.

SPECIAL NOTE FOR TRAFFIC CONTROL ON BRIDGE REPAIR CONTRACTS

I. DESCRIPTION

Traffic shall be maintained in accordance with the Kentucky Transportation Cabinet, Department of Highways 2019 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. Except for the roadway and traffic control bid items listed in the Contract Documents, 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 like new condition, at the beginning of the work and maintained in like new condition until completion of the work.

Any temporary traffic control items, devices, materials, and incidentals shall remain the property of the contractor unless otherwise addressed, when no longer needed.

II. MAINTAIN & CONTROL TRAFFIC

The Contractor is responsible for maintaining traffic 24 hours per day and 7 days per week throughout the project duration. "Maintain and Control Traffic" will be measured only once for payment. See Section 112.04.01 for additional information.

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>
02650	Maintain and Control Traffic	Lump Sum

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

III. TEMPORARY SIGNS

Contrary to Section 112.04.02, only long term signs (signs intended to be continuously in place for more than 3 days) will be measured for payment; short term signs (signs intended to be left in place for 3 days or less) will not be measured for payment and will be incidental to "Maintain and Control Traffic."

The Department will make payment for the installed and accepted quantities under the following:

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
02562	Temporary Signs	Square Feet

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

IV. TEMPORARY CONCRETE MEDIAN BARRIER

Furnish, install, maintain, relocate, and remove Temporary Barrier Rails in accordance with the Contract Documents, this Note, and section 509 of the Standard Specifications. Where the Standard Specifications differ from the Contract Documents and this Note, the Contract Documents and Note shall prevail.

A. CONSTRUCTION

1. Lift and place the barrier units using a 2 point pickup, or another approved method. Do not lift units by the connectors.
2. Do not use any unit which has been cracked, chipped, scarred, or otherwise damaged or disfigured unless the Engineer approves.
3. Install the units at the locations specified in the Plans, and connect them in the manner detailed on the Plans.
4. Keep delineators clean and provide replacement delineators when necessary.
5. For all units in a continuous run, use units of the same type and height, and provide a smooth transition.
6. Provide for an approved monitoring schedule with a person on call and available 24 hours a day, each day of the week to realign barrier which has been struck. Initiate within one hour of notification of need.
7. Replace all units damaged after installation with an undamaged unit.
8. When the units are no longer needed, remove the units from the project. Take ownership of all units except Department furnished units. Transport Department furnished units to the location specified in the Contract.

B. MEASUREMENT

1. CONCRETE BARRIER WALL TYPE 9T. The Department will measure the quantity of Temporary Barrier Rail furnished, installed, maintained, and removed by multiplying the nominal length of each unit in linear feet by the number of units. The Department will measure units installed to replace units damaged by traffic. The Department will not measure the disposal of units or units installed to replace units damaged by construction operations for payment and will consider them incidental to this item of work. The Department will not measure furnishing, installing, or maintaining lifting devices for payment and will consider them incidental to this item of work. The work required on this contract is not typical. The department will not measure furnishing, installing, or maintaining lifting devices for payment and will consider them incidental to this item of work.
2. RELOCATE TEMPORARY CONCRETE BARRIER. The Department will measure the quantity of Temporary Barrier Rail relocated by multiplying the nominal length of each unit in linear feet by the number of units.
3. BARRICADE-TYPE III. The Department will measure the quantity of Barricade-Type III placed by the number of units.

C. PAYMENT. The Department will make payment for the completed and accepted quantities of the Temporary Barrier Rail under the following:

<u><i>Code</i></u>	<u><i>Pay Item</i></u>	<u><i>Pay Unit</i></u>
03171	Concrete Barrier Wall Type 9T	Linear Feet
02003	Relocate Temporary Concrete Median Barrier	Linear Feet
02014	Barricade – Type III	Each

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

V. CRASH CUSHIONS

Furnish and install crash cushion systems of the designated types and configurations at the locations shown on the plans. Install each type of crash cushion according to the Standard Drawings and according to the manufacturer's instructions.

A. CONSTRUCTION

Construction of the crash cushion systems shall be in accordance with Section 725.03 of the Standard Specifications.

B. MEASUREMENT

1. **TEMP CRASH CUSHION.** The Department will measure the quantity of Temp Crash Cushion units furnished, installed, dismantled, and stored on the right-of-way. The Department will not measure furnishing and installing the W-beam to crash cushion connectors; furnishing and installing rear unit plates and front unit plates; work or materials necessary to repair damaged crash cushions; materials kept in stock or used to repair damaged crash cushions; or dismantling the units and storing them on the right-of way for payment and the Department will consider them incidental to the crash cushion.
2. **RELOCATE CRASH CUSHION.** The Department will measure the quantity by each unit and will consider it to include the unit's removal and re-installation at a different location.

C. PAYMENT. The Department will make payment for the completed and accepted quantities of the Temporary Barrier Rail under the following:

<u><i>Code</i></u>	<u><i>Pay Item</i></u>	<u><i>Pay Unit</i></u>
20738NS112	Temp Crash Cushion	Each
02898	Relocate Crash Cushion	Each

VI. ROADWAY CLOSURES

The contractor is allowed 15 minute roadway closures, subject to approval by the Engineer, to facilitate construction activities. Provisions shall be made for the timely passage of emergency vehicles through the roadway closure. The Department will not measure roadway closures. They will be incidental to “Maintain and Control Traffic.”

VII. PROJECT PHASING & CONSTRUCTION PROCEDURES

Except for roadway closures as specified above, maintain two lanes of traffic at all times in accordance with the Contract Documents and Standard Drawing No. TTC-140-4 and TTC-141-4. Provide additional traffic control or flaggers as directed by the engineer. The clear lane width required is 11’-0” minimum. Stripe and taper according to MUTCD and the Standard Drawings. Maintain traffic as specified in the phasing notes and typical sections.

VIII. PORTABLE CHANGEABLE MESSAGE BOARDS

The contractor will be responsible for supplying all flashing arrow panels and changeable message signs necessary to maintain traffic for the project. Upon completion of the project, the flashing arrow panels and changeable message signs shall remain the property of the contractor. The location and use of arrow panels and portable changeable message signs will be at the direction of the Engineer. The Department will not measure installation, maintenance, or removal for payment and will consider them incidental to this item of work. Flashing Arrows & Portable Changeable Message Boards will be paid for once, no matter how many times they are moved or relocated. The Portable Changeable Message Signs shall be used as directed by the Engineer. The messages required to be provided will be designated by the Engineer. The PCMS will be in operation at all times. In the event of damage or mechanical/electrical failure, the contractor will repair or replace the PCMS immediately.

The Department will make payment for the installed and accepted quantities under the following:

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
02671	Portable Changeable Message Sign	Each
02775	Arrow Panel	Each

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

IX. PAVEMENT MARKINGS

Removal of any existing striping shall be performed using approved water blasting techniques. During the Maintenance of Traffic temporary striping shall be used on asphalt surfaces; however, temporary tape shall be used on all concrete surfaces.

Removal of temporary tape shall be considered incidental to Bid Items 6550 Pave Striping-Temp Rem Tape-W and 6551 Pave Striping-Temp Rem Tape-Y.

Temporary striping will be paid for by the appropriate bid item shown in the Maintenance of Traffic Item Summary. Temporary striping shall be removed using approved water blasting techniques. Place temporary striping in accordance with Section 112, except that:

1. Temporary markings will be 4" in width.
2. If the contractor's operations or phasing requires temporary markings which must be subsequently removed from the ultimate pavement, an approved removable lane tape will be used.
3. Edge lines will be required for temporary striping.
4. Existing, temporary, or permanent striping will be in place before a lane is opened to traffic.

Should the Contractor change the existing striping pattern, the Contractor is to restripe the roadway back to its original configuration after a certain period of time, especially if no work is anticipated for a period of time.

Temporary tape is to be used in areas with concrete surfaces. It is the contractor's responsibility to ensure placement and visibility of the temporary tape is maintained. The department shall pay for the installation of temporary tape one (1) time per phase of construction. Re-taping areas shall not incur additional payment.

The Department will make payment for the installed and accepted quantities under the following:

<u><i>Code</i></u>	<u><i>Pay Item</i></u>	<u><i>Pay Unit</i></u>
6510	Pave Striping-Temp Paint-4 In	LF
6550	Pave Striping-Temp Rem Tape-W	LF
6551	Pave Striping-Temp Rem Tape-Y	LF
22664EN	Water Blasting Existing Stripe	LF
2655	Crossover	LS
6514	Pave Striping-Perm Paint-4 In	LF

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

X. RELOCATION OF SIGNAL HEADS

Use traffic signals for the control of traffic through presently signalized intersections. Cover or turn all signal heads that are not in use. Covering of existing signal heads that are not in use shall be incidental to item 02650 – Maintain and Control Traffic. Clearly indicate the signals are not in operation. The Department will measure the quantity of temporary relocation of existing signal heads by each individual unit.

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
04953	Temp Relocation of Signal Head	Each

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

XI. CURB REMOVAL AND REPLACEMENT

All materials and labor associated with the removal and replacement of concrete curb and island median that is required to provide adequate taper lengths during construction shall be incidental to bid item 02650 “Maintain and Control Traffic”.

All materials and labor required to provide an adequate driving surface where the concrete island and curb is located shall be incidental to bid item 02650 “Maintain and Control Traffic”.

SPECIAL NOTE FOR UTILITIES AND SIGNS

I. DESCRIPTION

All utilities and traffic signs shall be maintained and protected from damage.

All electric power that may be on the structure shall be de-energized. The contractor shall coordinate with the department to have the power de-energized.

**SPECIAL NOTE FOR CONTRACT COMPLETION DATE AND
PENALTIES ON BRIDGE REPAIR CONTRACTS**

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

<u>WORK TO BE DONE</u>	<u>ALLOTTED TIME</u>	<u>COMPLETION DATE</u>
Overlay, Joint Replacement		
Steel Girder Repairs		
098B00151N Phase 1/2	90 Calendar Days / Phase	August 1, 2026
All Other Work		August 1, 2026

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

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



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

☒	Original	☐	Re-Certification	RIGHT OF WAY CERTIFICATION	
ITEM #		COUNTY		PROJECT # (STATE)	PROJECT # (FEDERAL)
		Pike		FD52 098 0119 025-026	BRO 1191(054)
PROJECT DESCRIPTION					
USAF General Robert H. Foglesong Bridge (098B00151N)					
☒	No Additional Right of Way Required				
Construction will be within the limits of the existing right of way. The right of way was acquired in accordance to FHWA regulations under the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, as amended. No additional right of way or relocation assistance were required for this project.					
☐	Condition # 1 (Additional Right of Way Required and Cleared)				
All necessary right of way, including control of access rights when applicable, have been acquired including legal and physical possession. Trial or appeal of cases may be pending in court but legal possession has been obtained. There may be some improvements remaining on the right-of-way, but all occupants have vacated the lands and improvements, and KYTC has physical possession and the rights to remove, salvage, or demolish all improvements and enter on all land. Just Compensation has been paid or deposited with the court. All relocations have been relocated to decent, safe, and sanitary housing or that KYTC has made available to displaced persons adequate replacement housing in accordance with the provisions of the current FHWA directive.					
☐	Condition # 2 (Additional Right of Way Required with Exception)				
The right of way has not been fully acquired, the right to occupy and to use all rights-of-way required for the proper execution of the project has been acquired. Some parcels may be pending in court and on other parcels full legal possession has not been obtained, but right of entry has been obtained, the occupants of all lands and improvements have vacated, and KYTC has physical possession and right to remove, salvage, or demolish all improvements. Just Compensation has been paid or deposited with the court for most parcels. Just Compensation for all pending parcels will be paid or deposited with the court prior to AWARD of construction contract					
☐	Condition # 3 (Additional Right of Way Required with Exception)				
The acquisition or right of occupancy and use of a few remaining parcels are not complete and/or some parcels still have occupants. All remaining occupants have had replacement housing made available to them in accordance with 49 CFR 24.204. KYTC is hereby requesting authorization to advertise this project for bids and to proceed with bid letting even though the necessary right of way will not be fully acquired, and/or some occupants will not be relocated, and/or the just compensation will not be paid or deposited with the court for some parcels until after bid letting. KYTC will fully meet all the requirements outlined in 23 CFR 635.309(c)(3) and 49 CFR 24.102(j) and will expedite completion of all acquisitions, relocations, and full payments after bid letting and prior to AWARD of the construction contract or force account construction.					
Total Number of Parcels on Project		0	EXCEPTION (S) Parcel #	ANTICIPATED DATE OF POSSESSION WITH EXPLANATION	
Number of Parcels That Have Been Acquired					
Signed Deed					
Condemnation					
Signed ROE					
Notes/ Comments (Text is limited. Use additional sheet if necessary.)					
US119 over Tug Fork & Norfolk Southern RR Concrete Bridge Deck Overlay, Joint Replacement, Concrete Repair & Steel Repair					
LAT: 37°40'34" N					
LONG: 82°17'01" W					
LPA RW Project Manager			Right of Way Supervisor		
Printed Name			Printed Name	Joe Tackett	
Signature			Signature		
Date			Date	5/1/2024	
Right of Way Director			FHWA		
Printed Name			Printed Name		
Signature			Signature		
Date	2024.05.01 11:24:19 -04'00'		Date		

UTILITIES AND RAIL CERTIFICATION NOTE

Pike County – Proposed Repairs of US 119 Bridge
BR0016738
US 119

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

THE FOLLOWING RAIL COMPANIES HAVE FACILITIES IN CONJUNCTION WITH THIS PROJECT AS NOTED

☐ No Rail Involved ☒ Minimal Rail Involved (See Below) ☐ Rail Involved (See Below)

UNDERGROUND FACILITY DAMAGE PROTECTION – BEFORE YOU DIG

The contractor shall make every effort to protect underground facilities from damage as prescribed in the Underground Facility Damage Protection Act of 1994, Kentucky Revised Statute KRS 367.4901 to 367.4917. It is the contractor’s responsibility to determine and take steps necessary to be in compliance with federal and state damage prevention directives. The contractor is instructed to contact KY 811 for the location of existing underground utilities. Contact shall be made a minimum of two (2) and no more than ten (10) business days prior to excavation.

The contractor shall submit Excavation Locate Requests to the Kentucky Contact Center (KY 811) via web ticket entry. The submission of this request does not relieve the contractor from the responsibility of contacting non-member facility owners, whom are to be contacted through their individual Protection Notification Center. It may be necessary for the contractor to contact the County Court Clerk to determine what utility companies have facilities in the area. Non-compliance with these directives can result in the enforcement of penalties.

SPECIAL CAUTION NOTE – PROTECTION OF UTILITIES

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 the 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.

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

UTILITIES AND RAIL CERTIFICATION NOTE

Pike County – Proposed Repairs of US 119 Bridge
BR0016738
US 119

AREA UTILITIES CONTACT

<u>Utility Company/Agency</u>	<u>Contact Name</u>	<u>Contact Information</u>
1. Diversified Oil & Gas Company	Craig Blackburn	(606) 433-2927
2. CORE Appalachia	Craig Blackburn	(606) 298-3400
3. Mountain Water District	Tammy Olson	(606) 631-6165
4. Kentucky Power Co.	Ryan Newman	(606) 437-3823
5. AT&T	Jack Salyers	(606) 874-2715
6. Intermountain Cable	Roy Harlow	(606) 479-6222
7. Suddenlink Cable	Terrance Baumgardner	(304) 760-8845

NOTE: The Utilities Contact List is provided as informational only, and may not be a complete list of all Utility Companies with facilities in the project area.

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

- 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 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 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>03/20/2025</u> |
| B. NS File No.: | <u>BR0016738</u> |
| C. NS Milepost: | <u>N-470.17</u> |
| D. Sponsor’s Project No. | <u>Item No. 12-144.OTH; 098B00151N</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: 03/20/2025 (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: Pike

Federal Number: N/A

State Number: FE02 098 119 B00151N 25.66

Route: US 119

Project Description: Bridge Rehabilitation US 119 over Tug Fork and Norfolk Southern

Item Number: 12-144.OTH

Highway Milepost: 25.66

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

Rail Company Name: Norfolk Southern

DOT# (if applicable): 482610M

Railroad Milepost: N-470.17

Train Count (6am to 6pm): 15

Train Count (6pm to 6am): 14

Train Count (24 hr total): 29

Maximum Train Speed: 25 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:

Risk Management

Norfolk Southern Railway Company

NSRisk3@Exchange.NSCorp.com

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, 5th Floor East

Frankfort, Kentucky 40622

(Phone) 502-782-4950

(Email) allen.rust@ky.gov

KYTC Construction Procurement Director:

Rachel Mills, Director

Div. of Construction Procurement

Kentucky Transportation Cabinet

200 Mero Street, 3rd Floor West

Frankfort, Kentucky 40622

(Phone) 502-782-5152

(Email) Rachel.Mills@ky.gov

KYTC Construction Director:

Matt Simpson, Director

Div. of Construction

Kentucky Transportation Cabinet

200 Mero Street, 3rd Floor West

Frankfort, Kentucky 40622

(Phone) 502-782-5127

(Email) Matt.Simpson@ky.gov



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

Special Note for 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
Adam Brown
334-530-2861
Adam.brown@railpros.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
www.rrconsultingteam.com

North Carolina Railroad Company (Raleigh, NC)

General Inquires: tpp@ncrr.com
John Gass | Senior Safety & Compliance Manager
JGass@ncrr.com; 864-504-0455
<https://www.ncrr.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		



KENTUCKY TRANSPORTATION CABINET
Department of Highways
DIVISION OF ENVIRONMENTAL ANALYSIS
CATEGORICAL EXCLUSION DETERMINATION

TC 58-48
Rev. 12/2020
Page 1 of 1

1. PROJECT SUMMARY

Item #: N/A	Project Sponsor: KYTC
Route(s): US 119	County: Pike
Project Description: Robert H. Foglesong Bridge Repairs on US 119 over the Tug Fork. The work will include removing the existing overlay by milling; removing residual overlay and partial depth areas by hydrodemolition; completing full-depth and partial depth repairs as directed by the Engineer; repair/replace damaged and corroded reinforcing bars; placing new concrete overlay and epoxy-sand slurry; completing asphalt approach pavement; and maintaining and controlling traffic.	

2. ENVIRONMENTAL DETERMINATION

Functional Area	Determination	Comments/Commitments/Mitigation
Public and Resource Agency Controversy	No	N/A
Total acreage of fee simple ROW	None	N/A
Number of Total Relocations	None	N/A
Environmental Justice Impacts	No	N/A
Section 106: Architectural Historic	No Effect	SHPO concurrence 06/25/2024.
Section 106: Archaeological Resources	No Effect	SHPO concurrence 05/08/2024.
Section 4(f)	No 4(f) Properties	N/A
Section 6(f)	No 6(f) Properties	N/A
Noise	Not a Type I	N/A
Air Quality Impacts	No	N/A
Hazardous Materials Impacts	No	No UST/Hazmat impacts.
Section 7: T&E Species	No Effect	No Effect for all listed species.
Anticipated Feet of Stream Impacts	None	N/A
Anticipated Acreage of Wetland Impacts	None	N/A
Anticipated Permits	No	No permit required.
Other:		
Other:		
Other:		

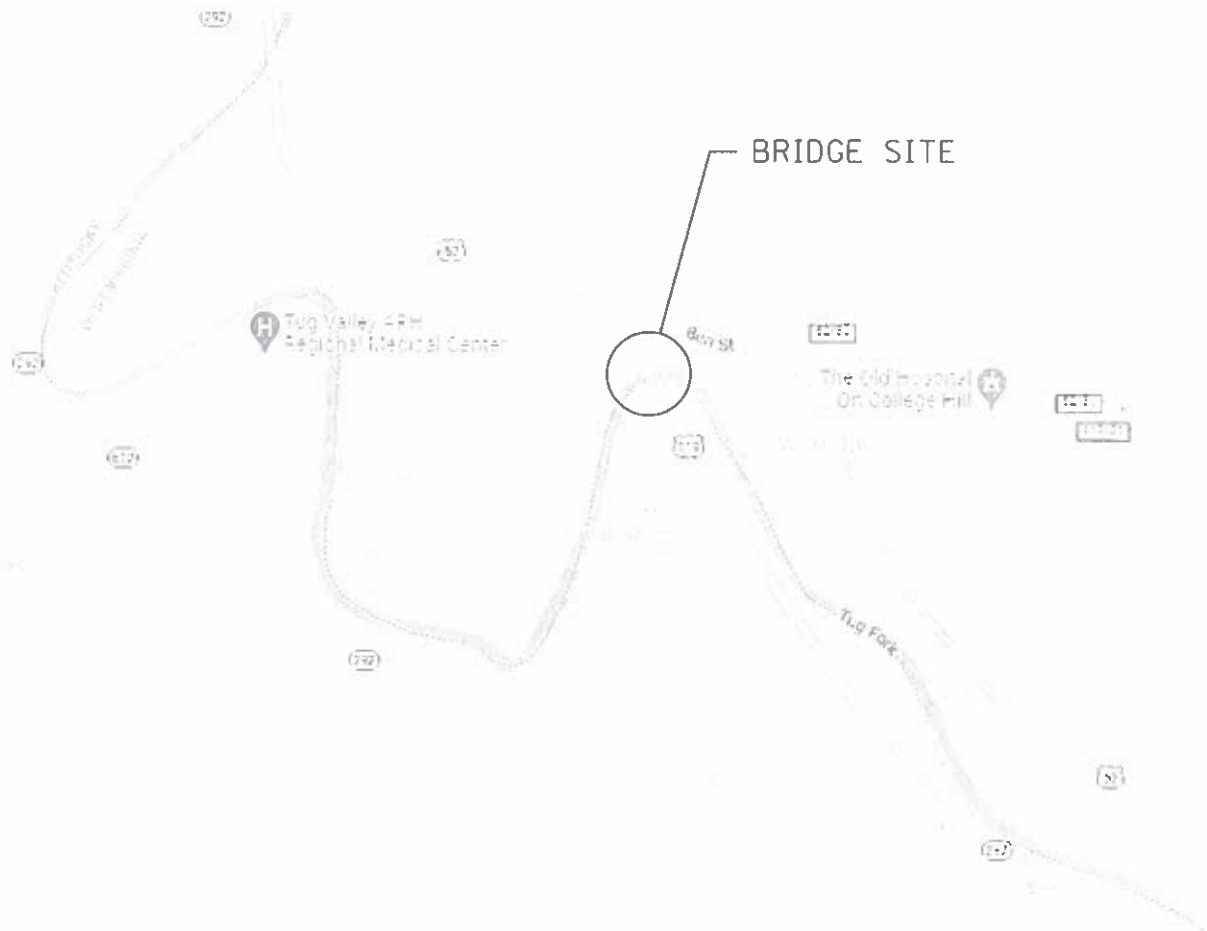
Based on the criteria listed above, in review of the most recent Categorical Exclusion Agreement between KYTC and FHWA, the subject project is determined to be considered a Categorical Exclusion, Level CEMP.

3. ENVIRONMENTAL DOCUMENT APPROVAL

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

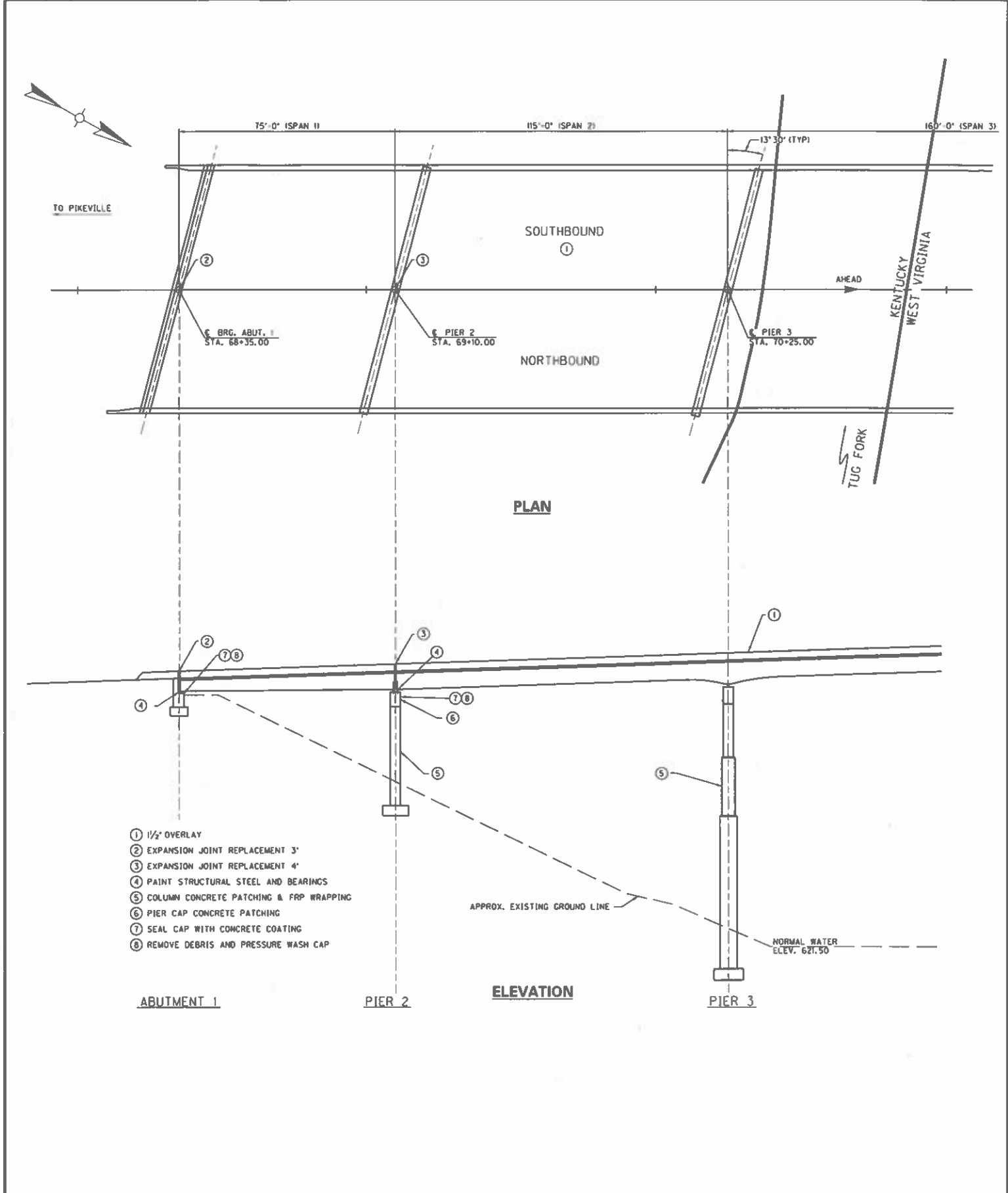
 District Environmental Coordinator	6/27/24 Date	 Project Manager	6-27-24 Date
_____ Environmental Project Manager	_____ Date	_____ Director of Environmental Analysis	_____ Date
_____ Recommended by FHWA	_____ Date	_____ Federal Highway Administration	_____ Date

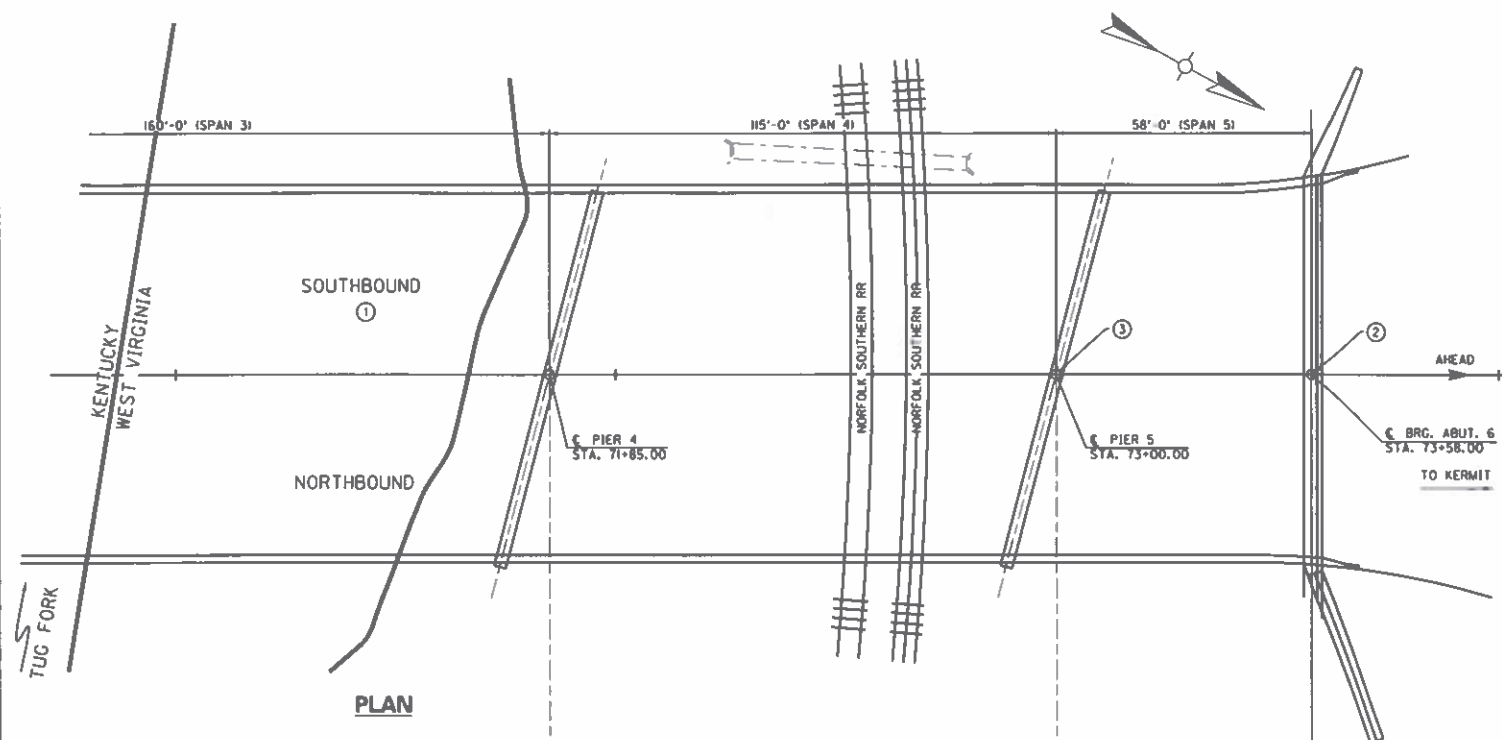
**PIKE COUNTY, KENTUCKY
USAF GENERAL ROBERT H.
FOGLESONG BRIDGE**



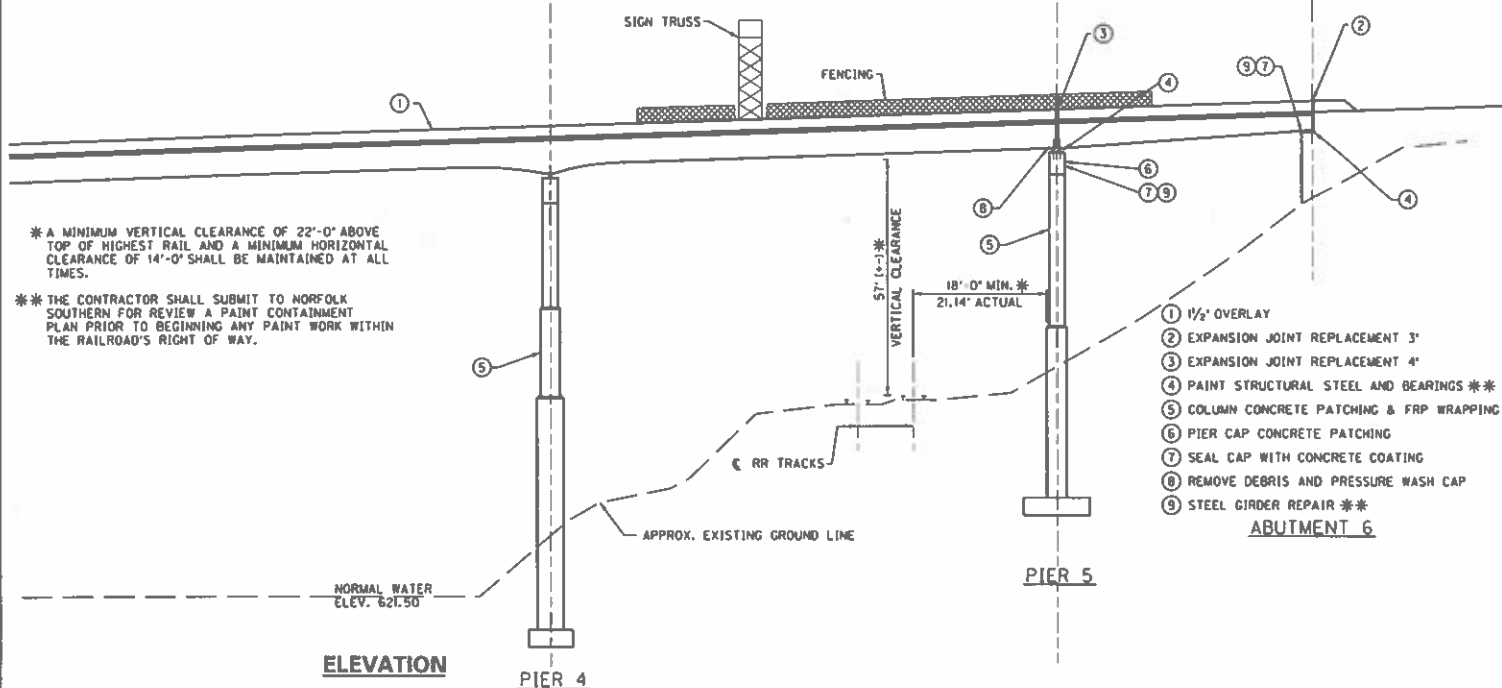
US 119 OVER TUG FORK AND NORFOLK SOUTHERN R.R.
CONCRETE BRIDGE DECK OVERLAY, JOINT REPLACEMENT,
CONCRETE REPAIR, AND STEEL REPAIR
LATITUDE : 37° 40' 34" N
LONGITUDE: 82° 17' 01" W

STATE OF KENTUCKY
LOGAN W. HALLER
130791
LICENSED PROFESSIONAL ENGINEER
11/21/2023





PLAN



ELEVATION

RAILROAD NOTES:

ALL WORK ON, OVER, UNDER, OR ADJACENT TO NORFOLK SOUTHERN RIGHT-OF-WAY SHALL BE DONE IN ACCORDANCE WITH THE NORFOLK SOUTHERN PUBLIC PROJECTS MANUAL.

THE CONTRACTOR SHALL PROVIDE CONSTRUCTION SUBMITTALS, DETAILING MEANS AND METHODS OF THE PROPOSED WORK, IN ACCORDANCE WITH THE PUBLIC PROJECTS MANUAL.

PRIOR TO COMMENCING WORK, THE CONTRACTOR MUST REQUEST FROM THE RAILROAD AND FOLLOW THE LATEST VERSION OF THE "SPECIAL PROVISIONS FOR PROTECTION OF RAILWAY INTEREST."

NOVEMBER
2023

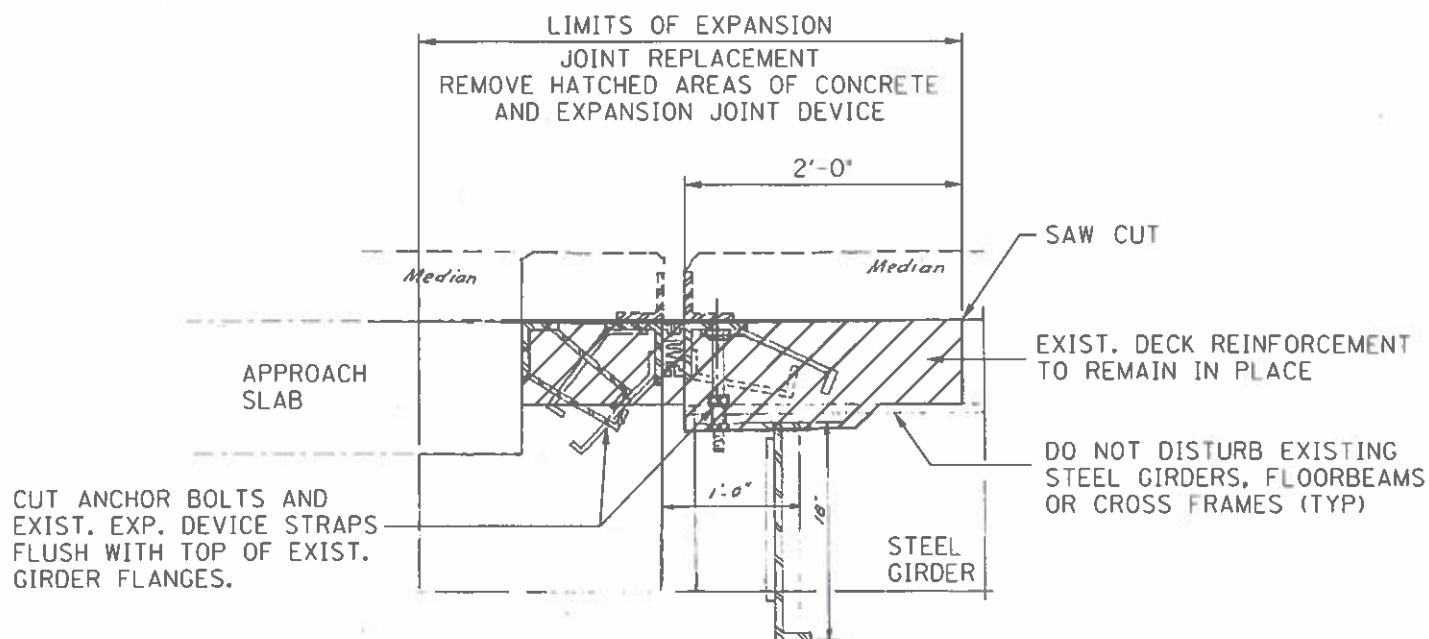


098B00151N
PIKE COUNTY, KENTUCKY
REPAIR PLANS
LAYOUT

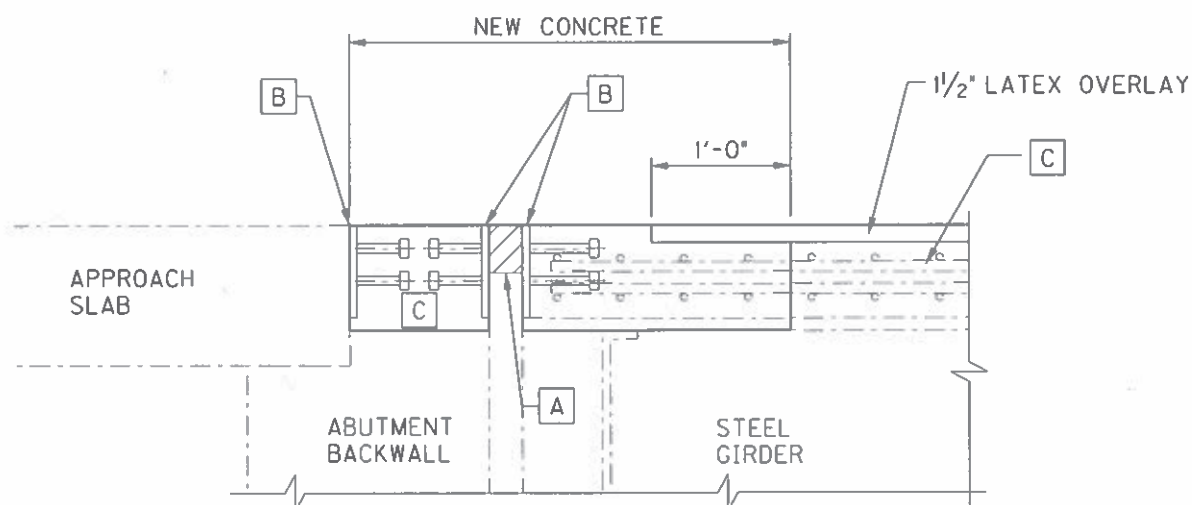


- ① MEDIAN WIDTH VARIES
- ② 2'-3" 9T BARRIER
- ③ SHLDR. VARIES 4'-0" MINIMUM

098B00151N
PIKE COUNTY, KENTUCKY
REPAIR PLANS
NOT TYPICAL SECTION



EXISTING SECTION ABUTMENTS 1 AND 6



PROPOSED SECTION ABUTMENTS 1 AND 6

- [A] USE EMSEAL BEJS OR EQUIVALENT SYSTEM. USE CORNER TRANSITIONS PER THE MANUFACTURER'S SPECIFICATIONS. SEE STD. DWG. BJE-003 AND BJE-005 FOR ADDITIONAL DETAILS. THE JOINT OPENING @ 60°F. SHALL BE:
1 1/4" @ ABUTMENT 1
1" @ ABUTMENT 6
- [B] ARMORED EDGE, SEE STD. DWG. BJE-001, c.e.
- [C] CLEAN AND LEAVE EXISTING REINFORCEMENT IN PLACE.

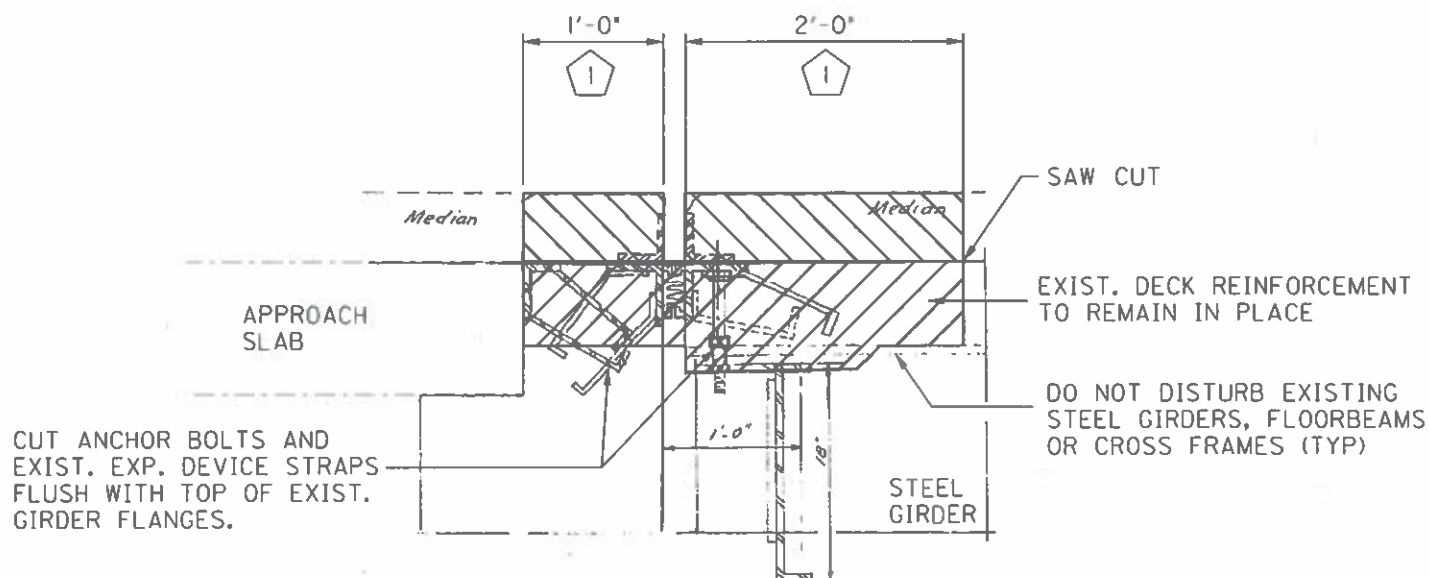
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ENGINEERING

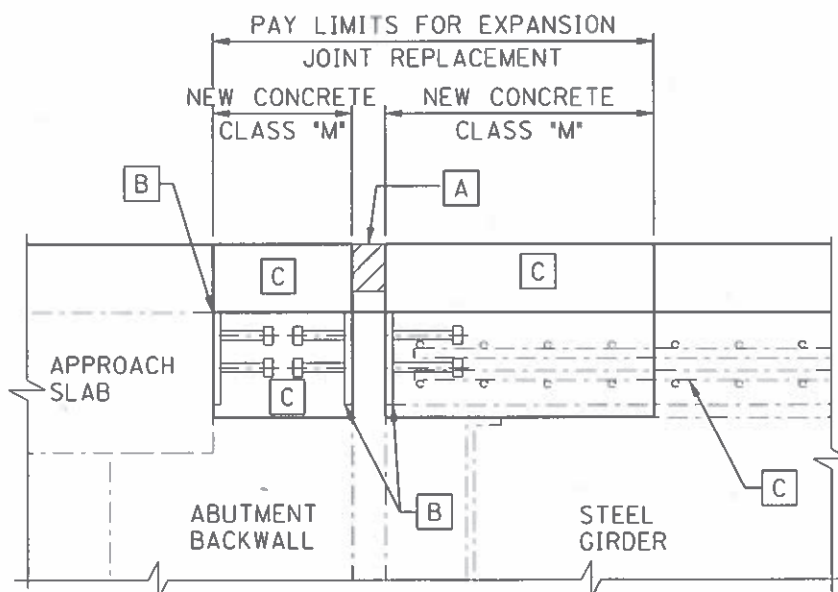
098B00151N
PIKE COUNTY, KENTUCKY
REPAIR PLANS
JOINT REPLACEMENT - ABUTMENTS



REMOVE HATCHED AREAS OF
CONCRETE AND EXPANSION DEVICE



EXISTING SECTION – MEDIAN AT COMPRESSION JOINT ABUTMENTS 1 AND 6



PROPOSED SECTION – MEDIAN AT COMPRESSION JOINT ABUTMENTS 1 AND 6

- A** USE EMSEAL BEJS OR EQUIVALENT SYSTEM. USE CORNER TRANSITIONS PER THE MANUFACTURER'S SPECIFICATIONS. SEE STD. DWG. BJE-003 AND BJE-005 FOR ADDITIONAL DETAILS. THE JOINT OPENING @ 60°F. SHALL BE:
1 1/4" @ ABUTMENT 1
1" @ ABUTMENT 6

- B** ARMORED EDGE, SEE STD. DWG. BJE-001, c.e.

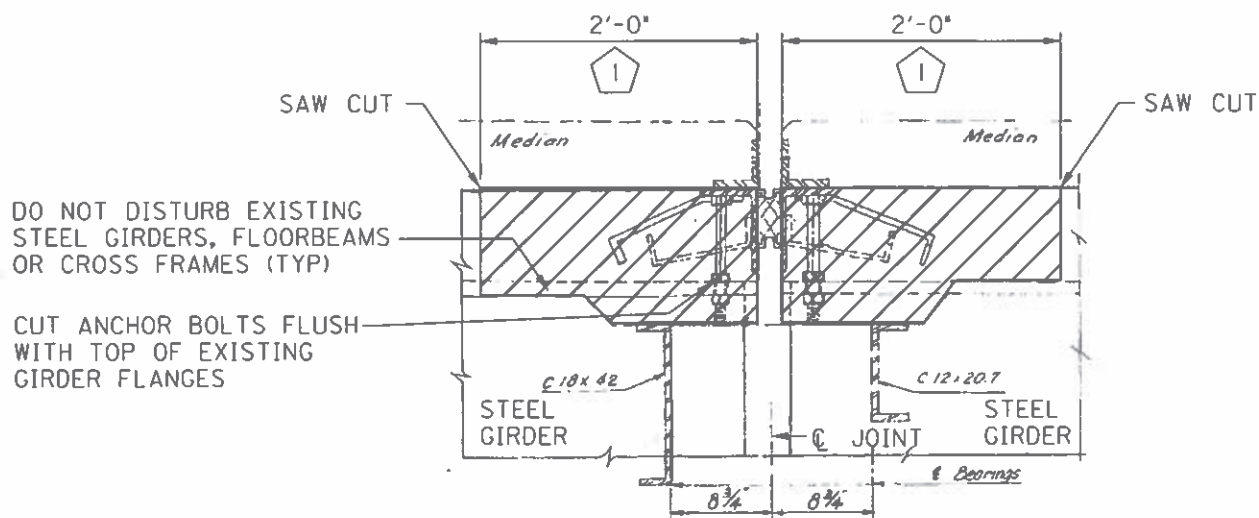
- C** CLEAN AND LEAVE EXISTING REINFORCEMENT IN PLACE.

NOVEMBER
2023

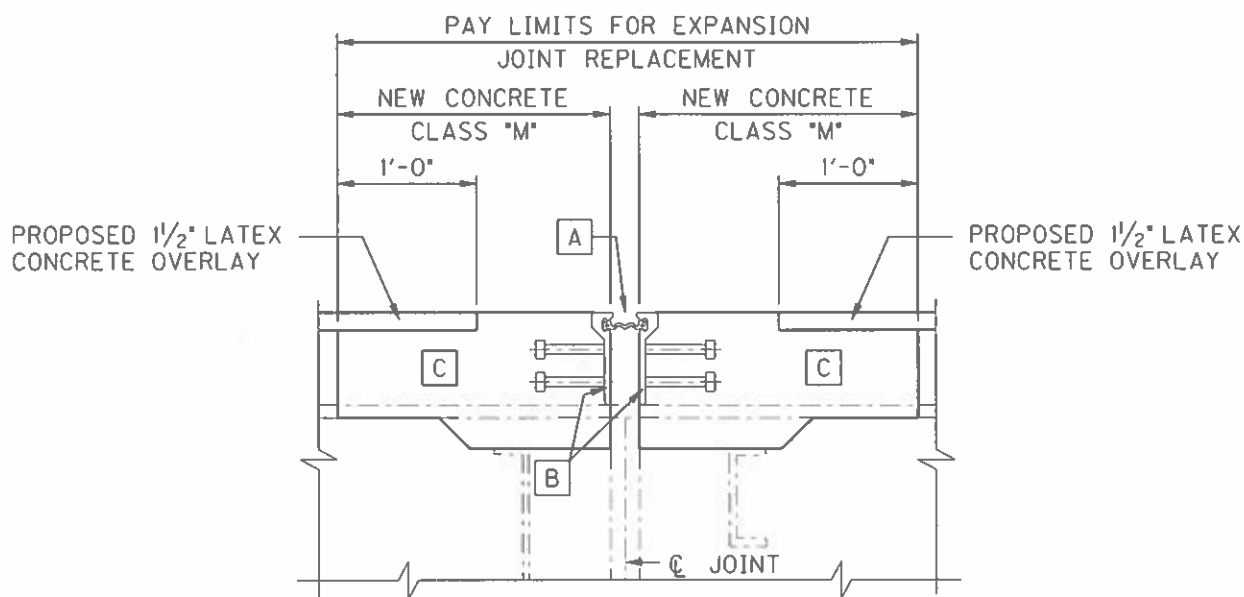
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PIKE COUNTY, KENTUCKY
REPAIR PLANS
JOINT REPLACEMENT – ABUTMENTS

1 REMOVE HATCHED AREAS OF
CONCRETE AND EXPANSION DEVICE



EXISTING SECTION AT COMPRESSION JOINT PIERS 2 AND 5



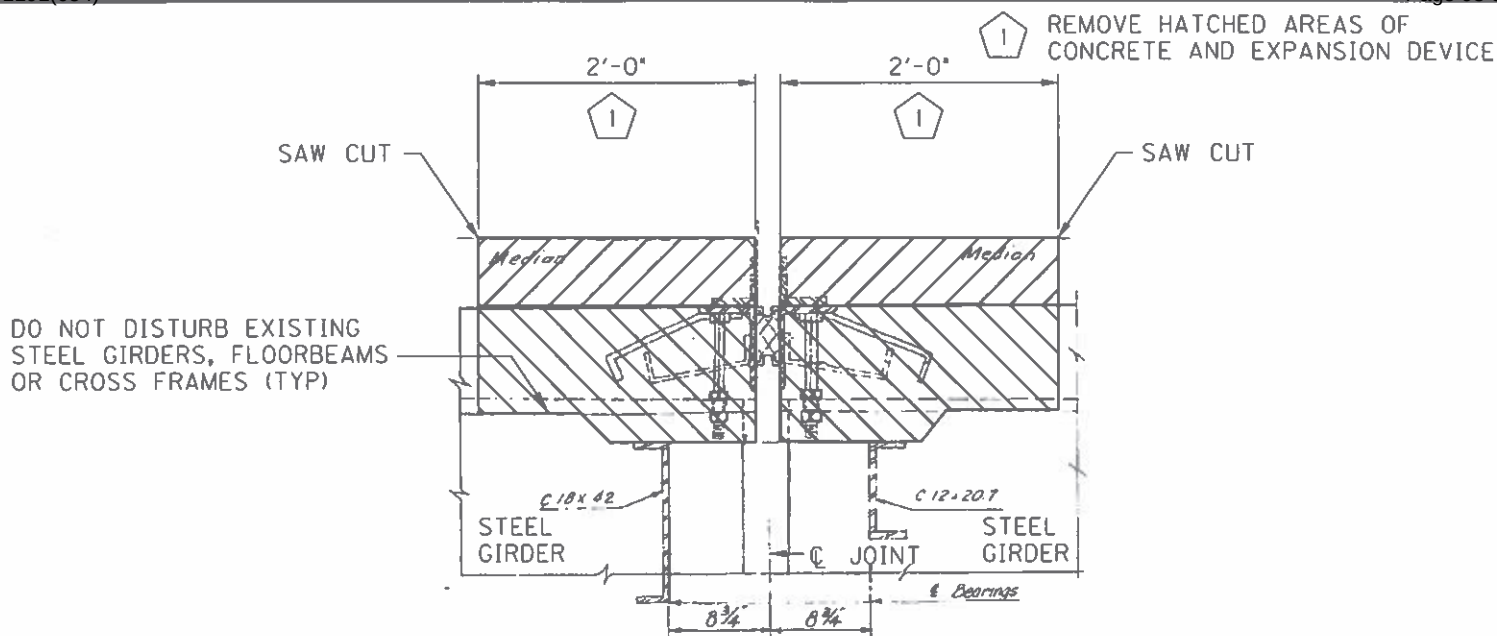
PROPOSED SECTION AT COMPRESSION JOINT PIERS 2 AND 5

- A** USE AN APPROVED STRIP SEAL JOINT SYSTEM. SEE STD. DWG. BJE-005 AND BJE-006 FOR ADDITIONAL DETAILS. THE JOINT OPENING IS 2 1/2" @ 60°F.
- B** ARMORED EDGE, SEE STD. DWG. BJE-001, c.e.
- C** CLEAN AND LEAVE EXISTING REINFORCEMENT IN PLACE.

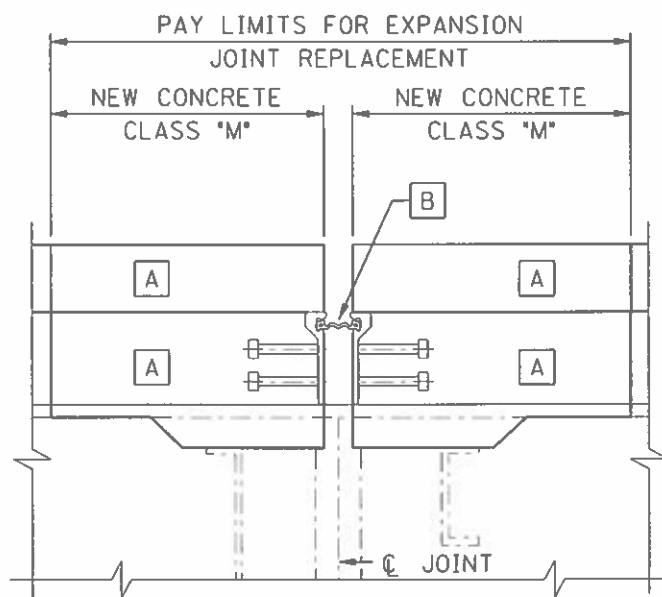
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PIKE COUNTY, KENTUCKY
REPAIR PLANS
JOINT REPLACEMENT - PIERS 2 & 5



EXISTING SECTION - MEDIAN AT COMPRESSION JOINT PIERS 2 AND 5



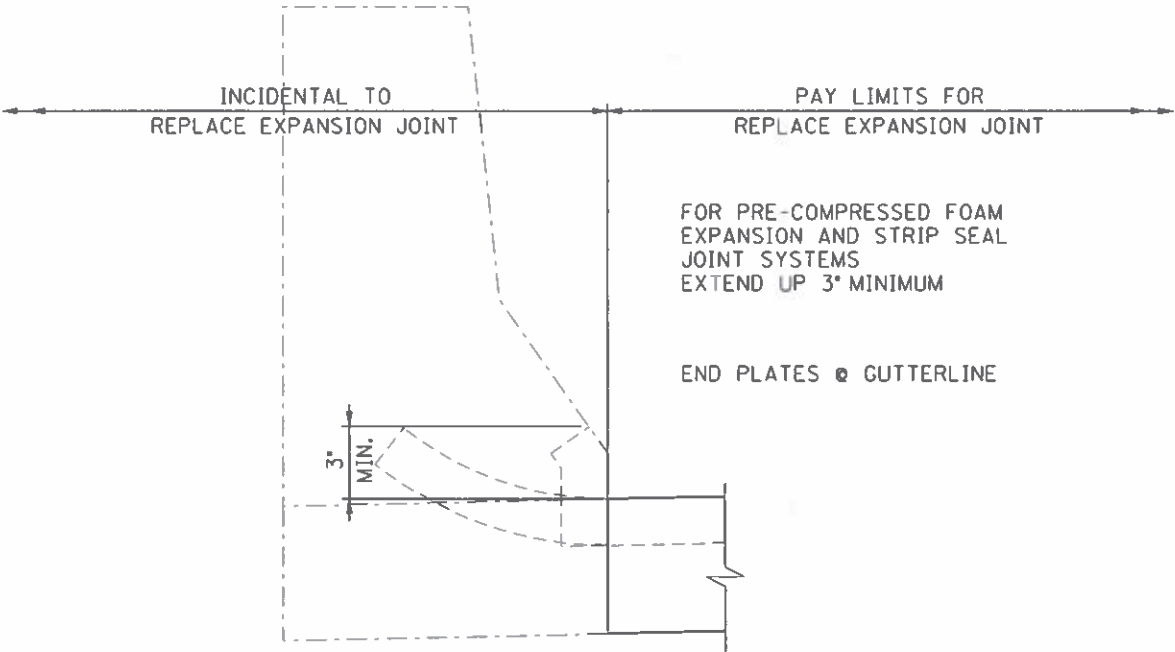
PROPOSED SECTION - MEDIAN AT COMPRESSION JOINT PIERS 2 AND 5

- [A] CLEAN AND LEAVE EXISTING REINFORCEMENT IN PLACE.
- [B] USE AN APPROVED STRIP SEAL JOINT SYSTEM. SEE STD. DWG. BJE-005 AND BJE-006 FOR ADDITIONAL DETAILS. THE JOINT OPENING IS 2 1/2' @ 60°F.

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2023

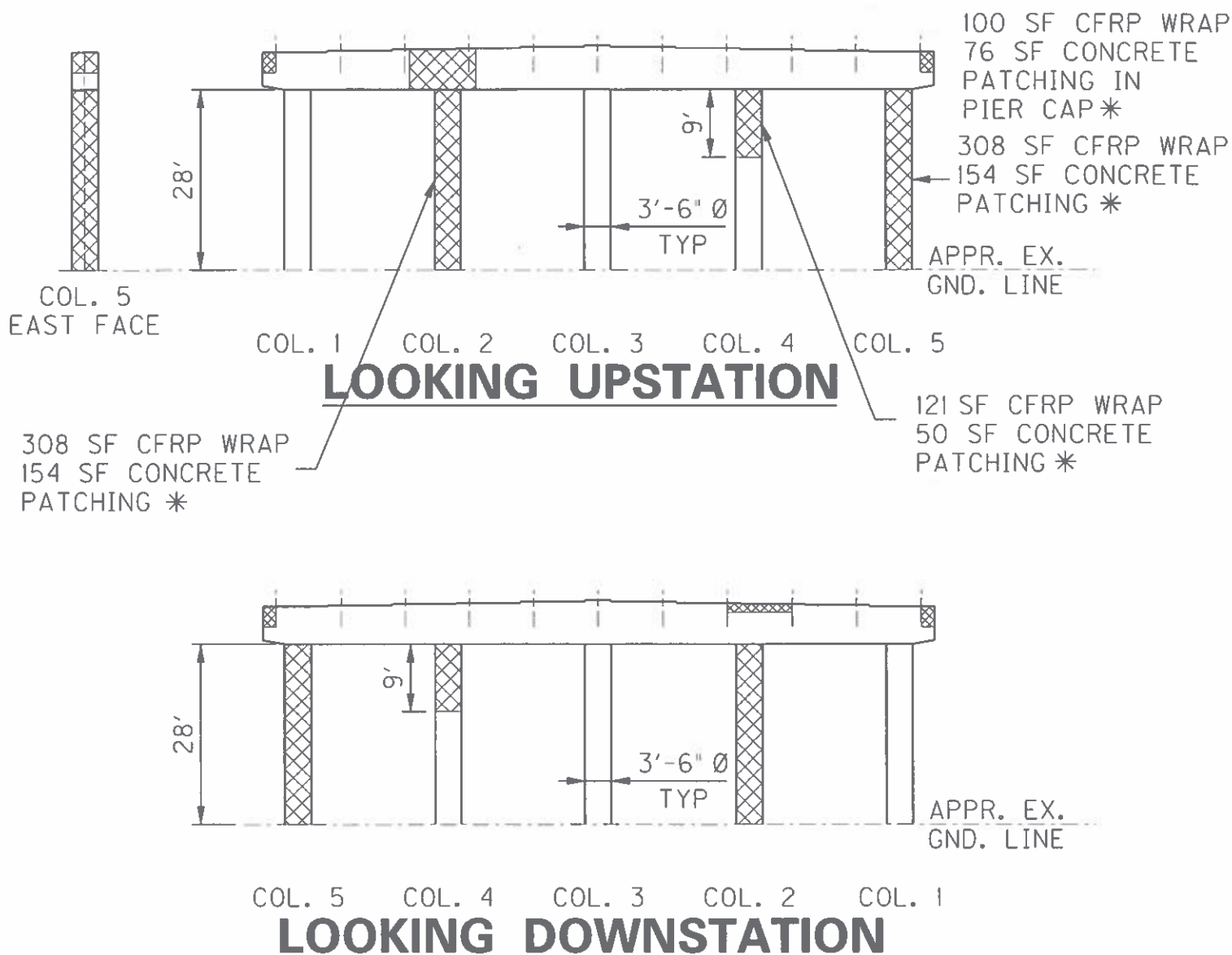
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PIKE COUNTY, KENTUCKY
REPAIR PLANS
JOINT REPLACEMENT - PIERS 2 & 5



SECTION THRU PARAPET
(TYP. FOR BARRIER WALLS)

CONCRETE COATING SHALL BE APPLIED TO THE HORIZONTAL AND VERTICAL FACES OF THE PIER CAP FROM THE TOP OF CAP TO 1 FT. BELOW THE LOW SEAT. ALL WORK SHALL BE IN ACCORDANCE WITH THE SPECIAL NOTE FOR BRIDGE CLEANING AND PREVENTIVE MAINTENANCE.



* APPROXIMATE QUANTITIES OF CONCRETE PATCHING WITHIN AREAS OF CFRP WRAP ARE INCIDENTAL TO THE COST FOR THE CFRP WRAP PER THE SPECIAL NOTE FOR STRUCTURES WITH FIBER REINFORCED POLYMER WRAP AND ARE SHOWN FOR INFORMATION ONLY.

PERFORM ALL WORK IN ACCORDANCE WITH THE SPECIAL NOTE FOR CONCRETE PATCHING AND THE SPECIAL NOTE FOR STRUCTURES WITH FIBER REINFORCED POLYMER WRAP

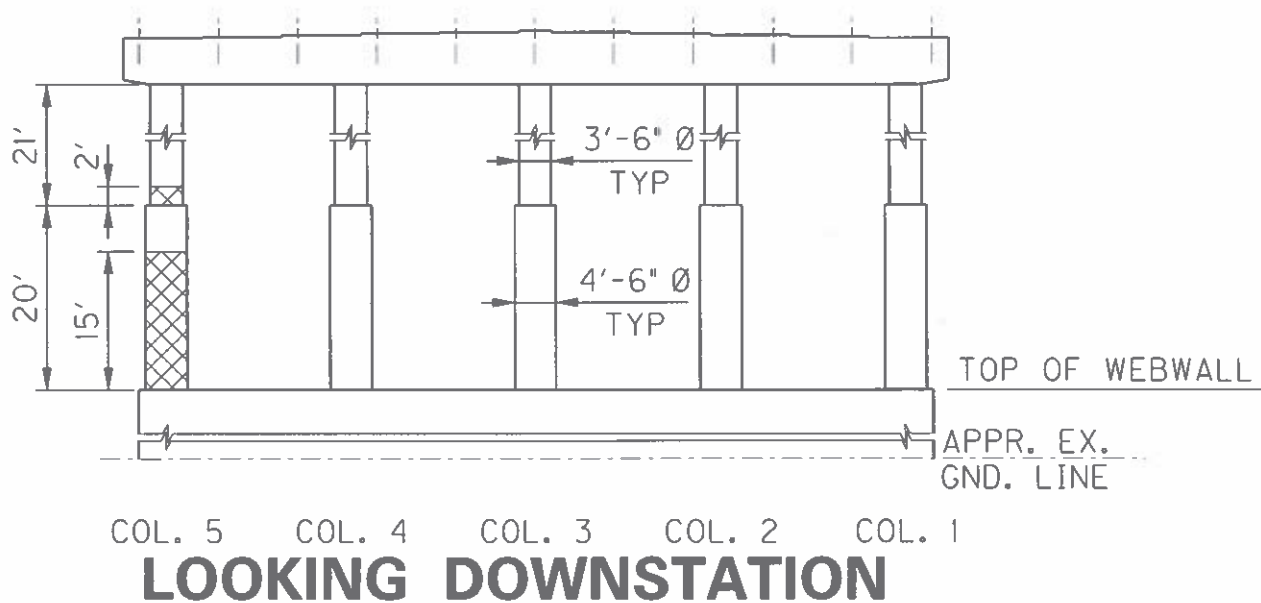
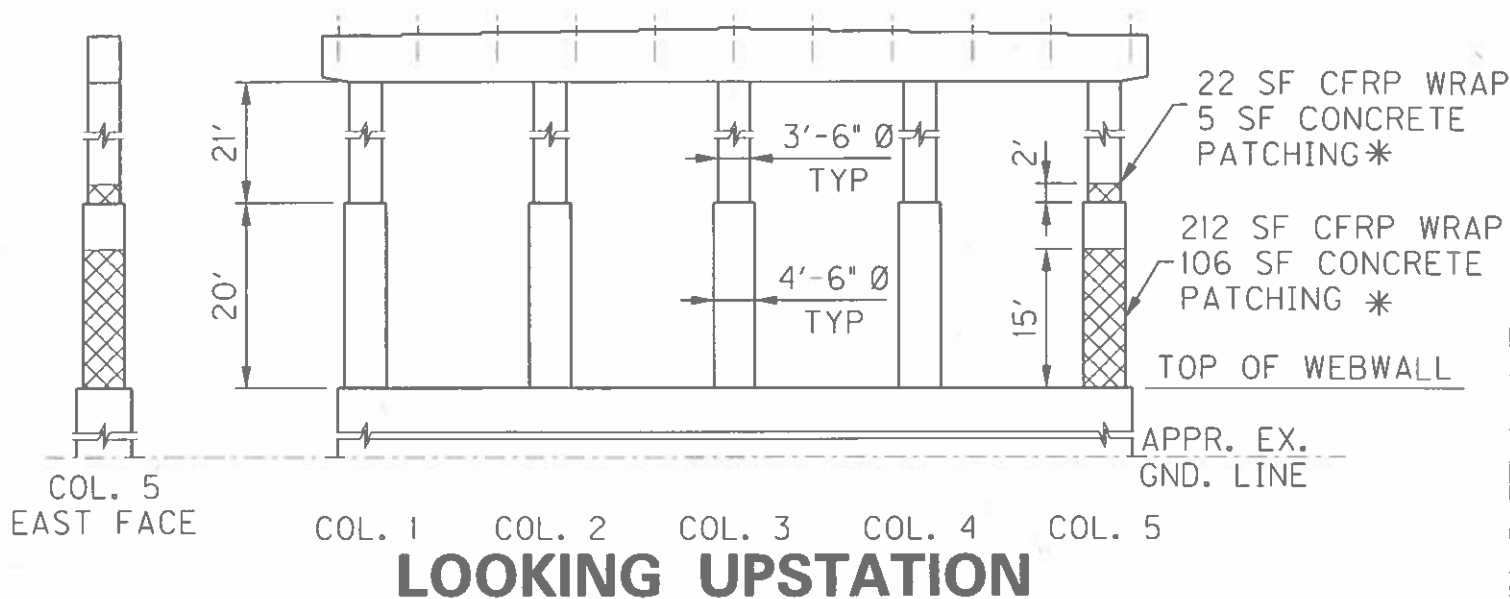


DENOTES APPROXIMATE AREAS FOR PATCHING AND FIBER REINFORCED POLYMER WRAP

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2023

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098B00151N
PIKE COUNTY, KENTUCKY
REPAIR PLANS
PIER 2



* APPROXIMATE QUANTITIES OF CONCRETE PATCHING WITHIN AREAS OF CFRP WRAP ARE INCIDENTAL TO THE COST FOR THE CFRP WRAP PER THE SPECIAL NOTE FOR STRUCTURES WITH FIBER REINFORCED POLYMER WRAP AND ARE SHOWN FOR INFORMATION ONLY.

PERFORM ALL WORK IN ACCORDANCE WITH THE SPECIAL NOTE FOR CONCRETE PATCHING AND THE SPECIAL NOTE FOR STRUCTURES WITH FIBER REINFORCED POLYMER WRAP

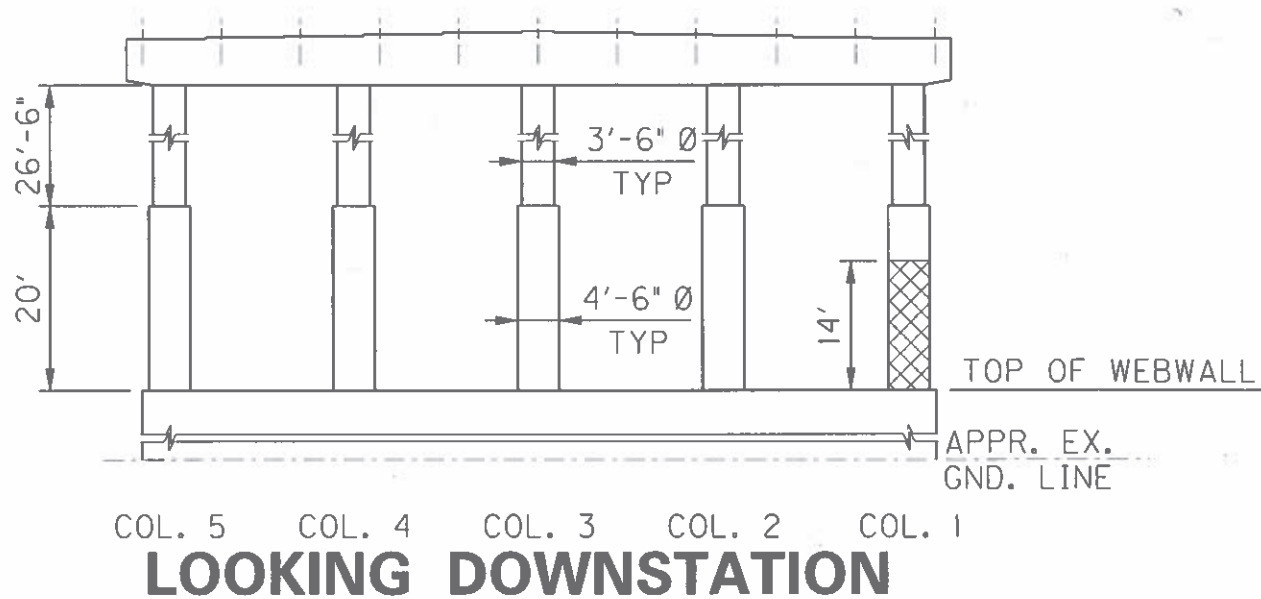
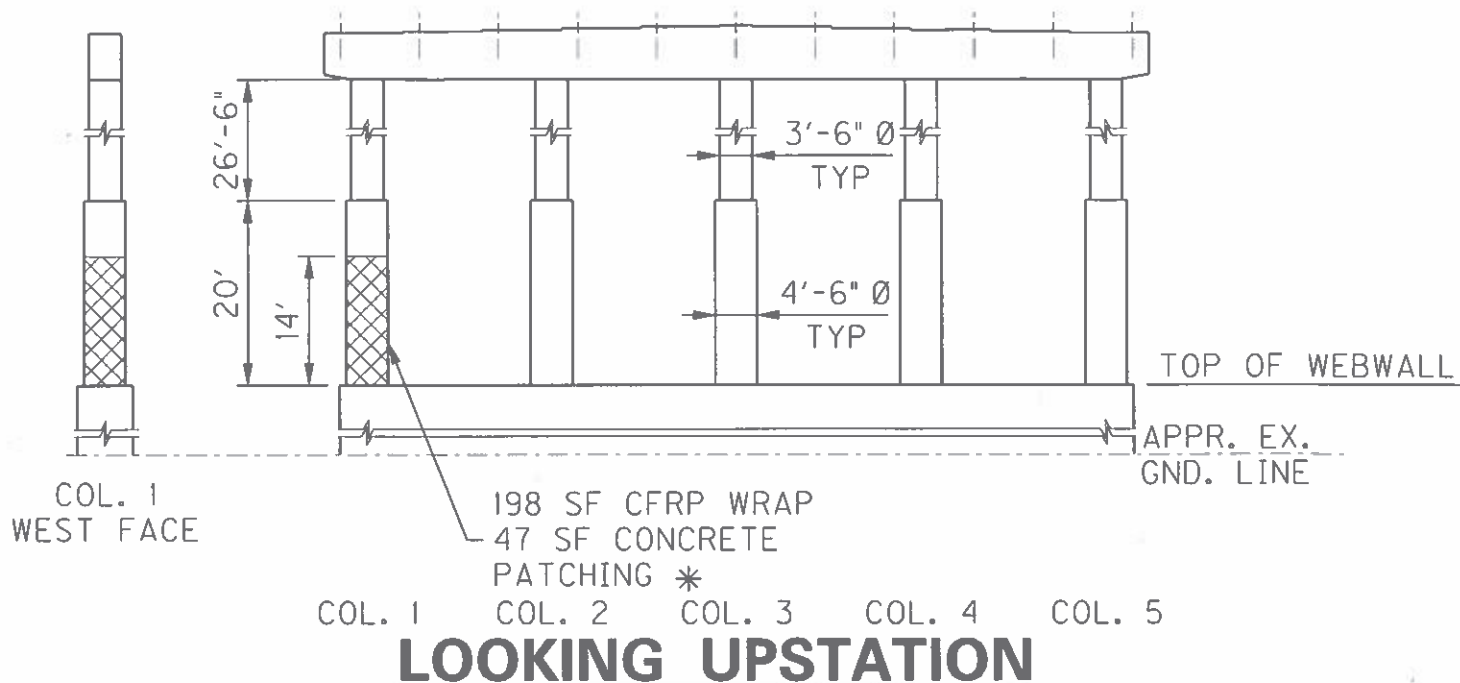


DENOTES APPROXIMATE AREAS FOR PATCHING AND FIBER REINFORCED POLYMER WRAP

NOVEMBER
2023

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098B00151N
PIKE COUNTY, KENTUCKY
REPAIR PLANS
PIER 3



* APPROXIMATE QUANTITIES OF CONCRETE PATCHING WITHIN AREAS OF CFRP WRAP ARE INCIDENTAL TO THE COST FOR THE CFRP WRAP PER THE SPECIAL NOTE FOR STRUCTURES WITH FIBER REINFORCED POLYMER WRAP AND ARE SHOWN FOR INFORMATION ONLY.

PERFORM ALL WORK IN ACCORDANCE WITH THE SPECIAL NOTE FOR CONCRETE PATCHING AND THE SPECIAL NOTE FOR STRUCTURES WITH FIBER REINFORCED POLYMER WRAP

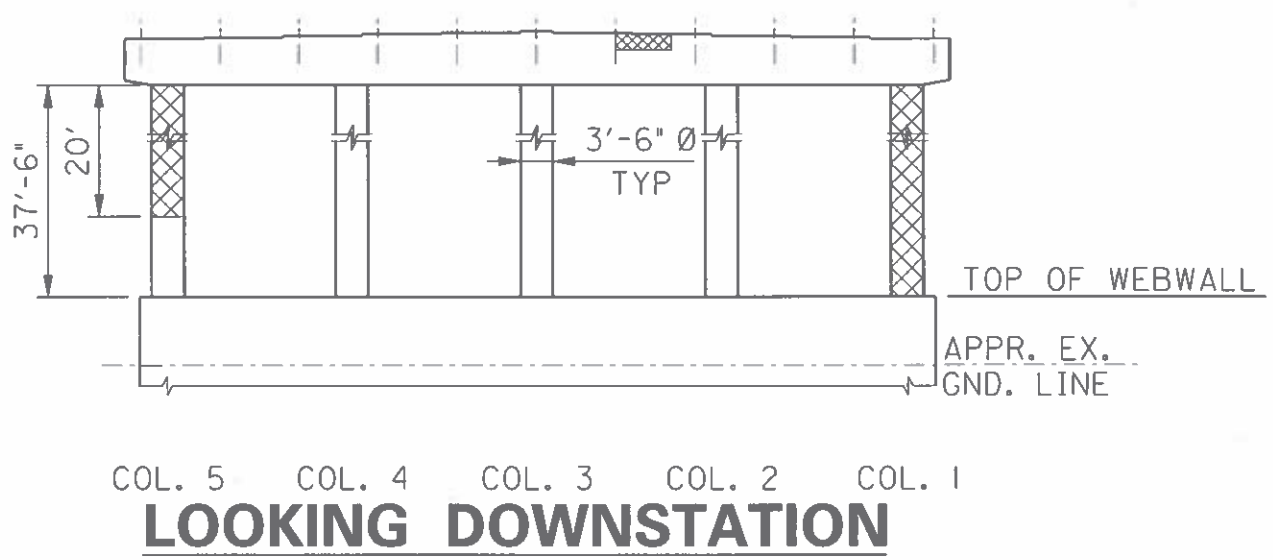
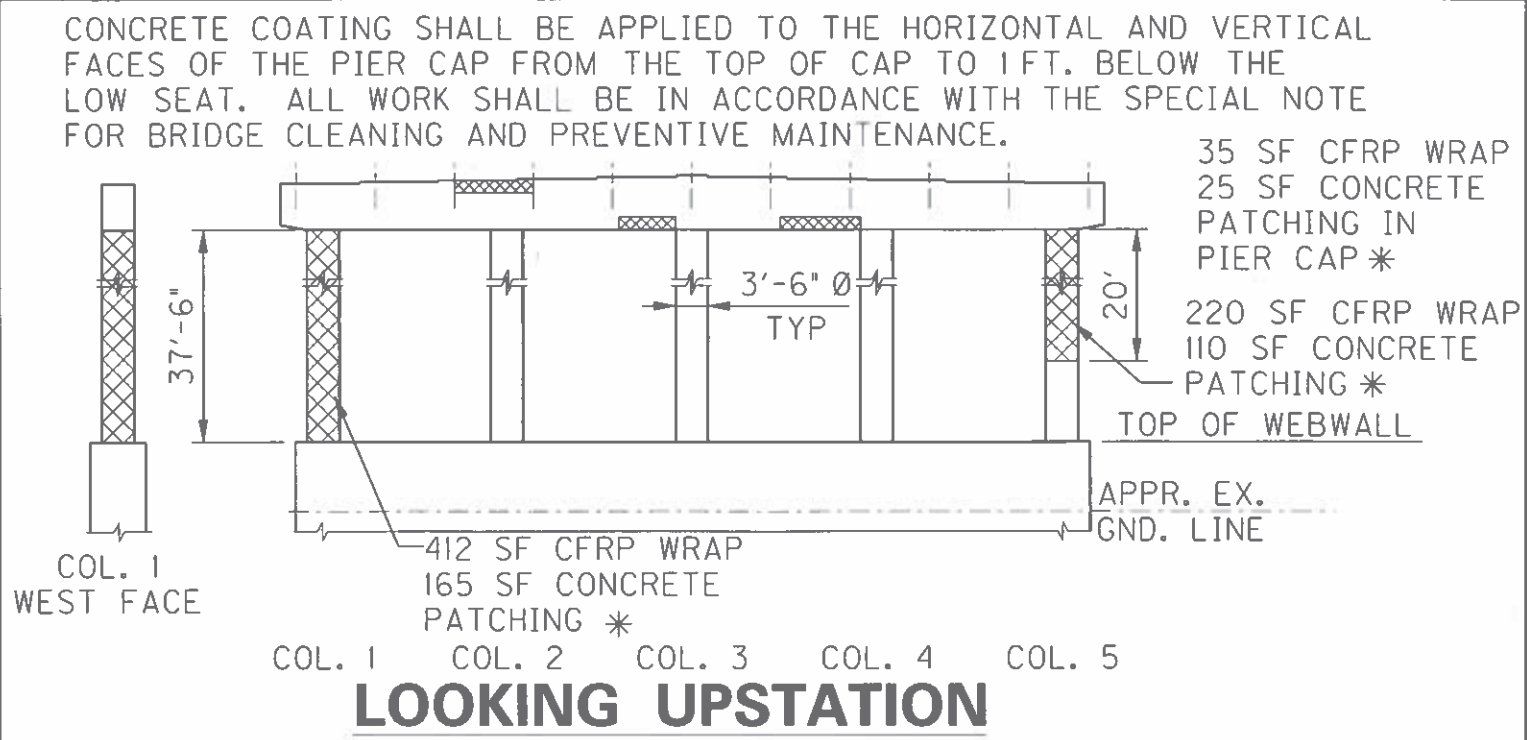


DENOTES APPROXIMATE AREAS FOR PATCHING AND FIBER REINFORCED POLYMER WRAP

NOVEMBER
2023

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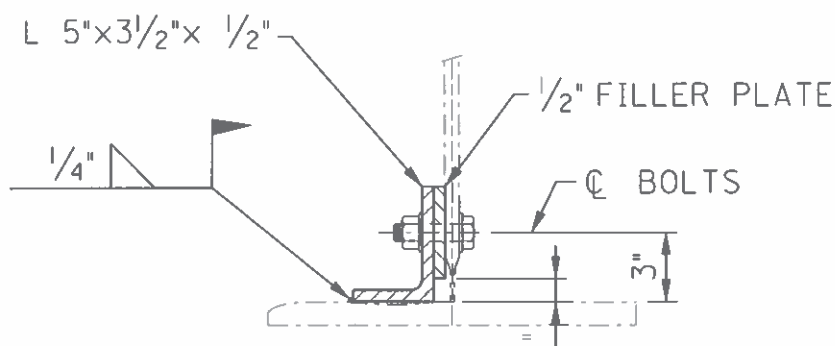
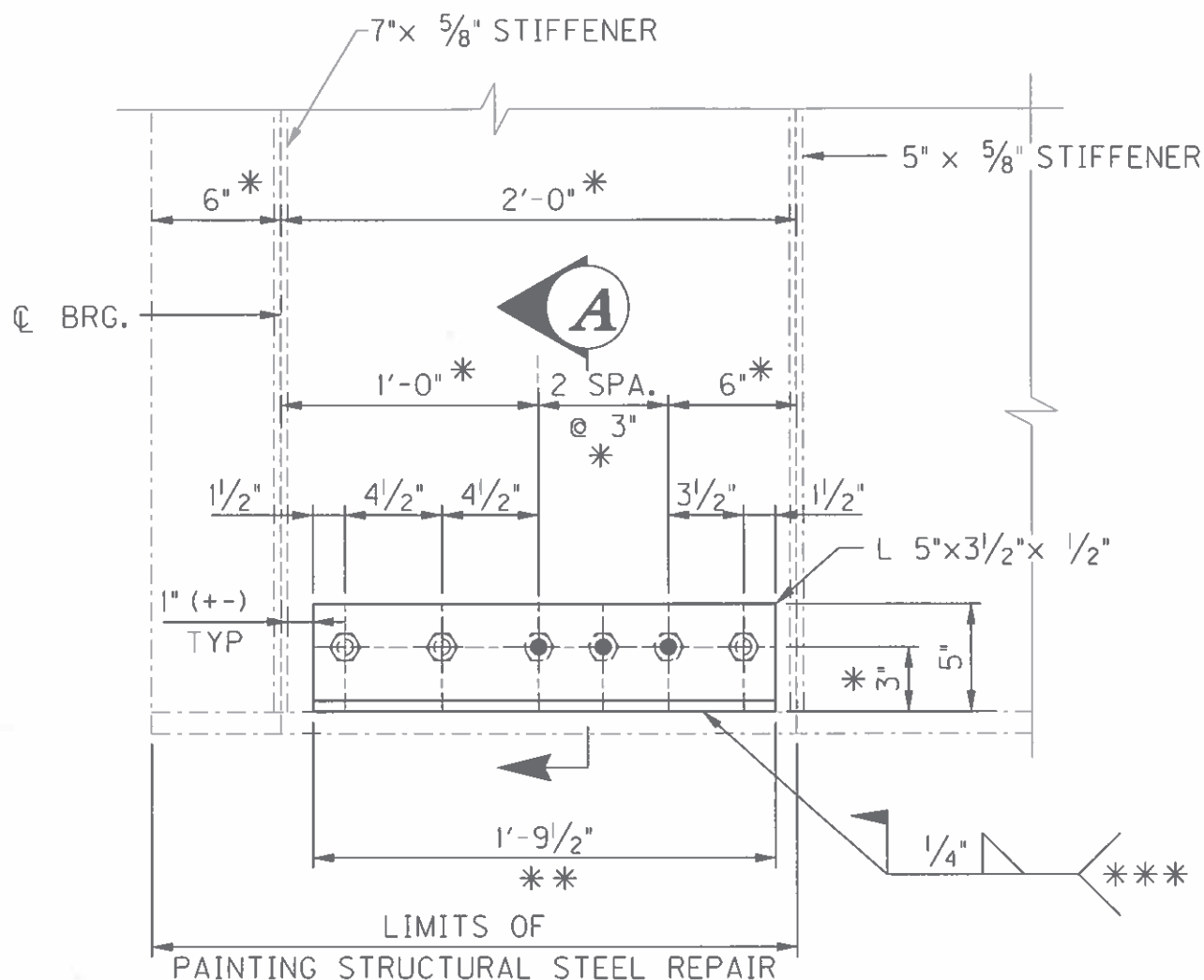
098B00151N
PIKE COUNTY, KENTUCKY
REPAIR PLANS
PIER 4



* APPROXIMATE QUANTITIES OF CONCRETE PATCHING WITHIN AREAS OF CFRP WRAP ARE INCIDENTAL TO THE COST FOR THE CFRP WRAP PER THE SPECIAL NOTE FOR STRUCTURES WITH FIBER REINFORCED POLYMER WRAP AND ARE SHOWN FOR INFORMATION ONLY.

PERFORM ALL WORK IN ACCORDANCE WITH THE SPECIAL NOTE FOR CONCRETE PATCHING AND THE SPECIAL NOTE FOR STRUCTURES WITH FIBER REINFORCED POLYMER WRAP

 DENOTES APPROXIMATE AREAS FOR PATCHING AND FIBER REINFORCED POLYMER WRAP



SECTION "A"

⊕ PROPOSED 3/4" BOLT WITH
15/16" OVERSIZED HOLE

⊙ REMOVE AND REPLACE
EXISTING LATERAL
BRACING BOLT IN KIND

* FIELD VERIFY

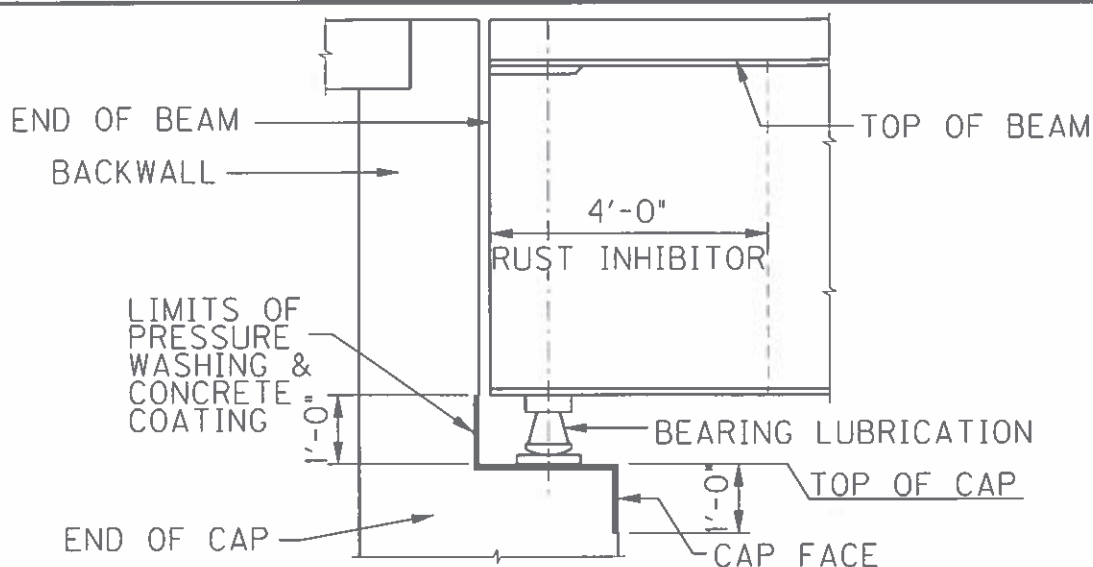
** BASED ON 2'-0" BETWEEN
CL OF STIFFENERS

*** WELD BOTTOM FLANGE OF
ANGLE TO BOTTOM FLANGE
OF BEAM

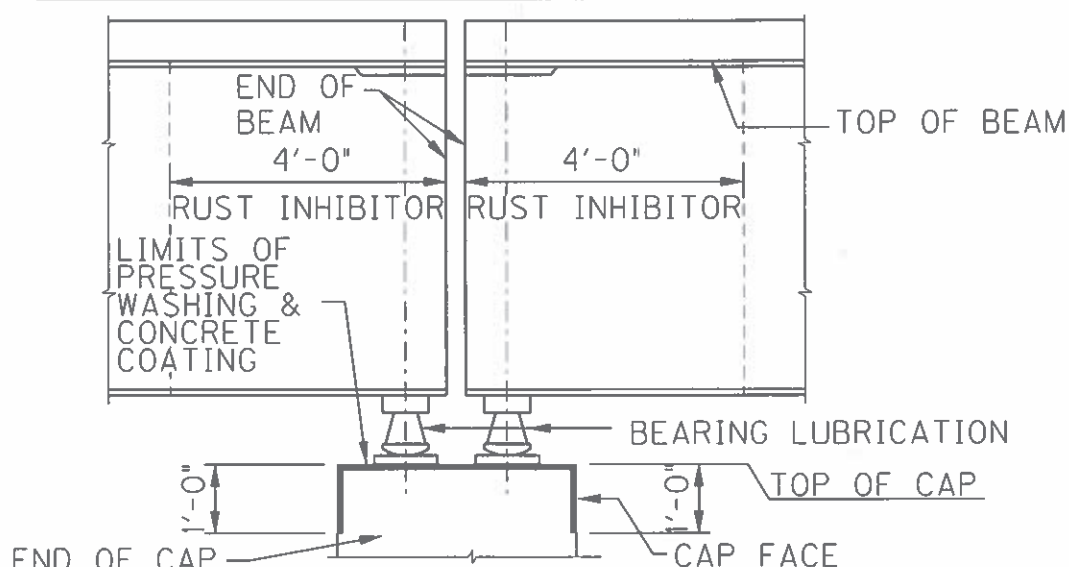
NOVEMBER
2023

Palmer
ENGINEERING

098B00151N
PIKE COUNTY, KENTUCKY
REPAIR PLANS
EXT. GIRDERS SPAN 4, PIER 5



SECTION THRU ABUTMENTS (ABUTMENT 1 AND ABUTMENT 6)



SECTION THRU PIER CAP (PIER 2 AND PIER 5)

NOTE: THE ENTIRE LENGTH OF THE TOP, FACE, AND ENDS OF THE PIER / ABUTMENT CAPS AND THE FRONT FACE OF ABUTMENT BACKWALL SHALL HAVE DEBRIS REMOVED AND BE PRESSURE WASHED PRIOR TO CONCRETE COATING. CONCRETE COATING SHALL BE APPLIED AS SPECIFIED WITHIN THE LIMITS SHOWN. APPLY RUST INHIBITOR TO BEAMS AND LUBRICATE BEARINGS AS SPECIFIED. EXTENT OF RUST INHIBITOR MAY BE EXPANDED AT THE DIRECTION OF THE ENGINEER. QUANTITIES ARE GIVEN BELOW.

TOTAL QUANTITIES:

REMOVE DEBRIS = 111 SQYD

PRESSURE WASHING = 194 SQYD

CONCRETE COATING = 194 SQYD

NOVEMBER
2023

Palmer
ENGINEERING

098B00151N
PIKE COUNTY, KENTUCKY
REPAIR PLANS
CONCRETE COATING

KYTC Item No: N/A
Route: US-119

County: Pike

KYTC Archaeological Investigation Form

Project Description:

ROBERT H. FOGLESONG BRIDGE REPAIRS

USGS Quad Name: Williamson, WV

USGS Date: 1978 (revised 1991)

Coordinates (Project center point) Decimal Degrees GRS 1980, NAD 83:
Long: -82.28355084716782°, Lat: 37.67601035921398°

Project Type listed in Attachment 1 (in Section 106 Programmatic Agreement)?

☐ Yes (list project activity types) _____

☒ No (Continue)

Project Type listed in Attachment 2 (in Section 106 Handbook)?

☒ Yes (list project activity types) 11: Bridge rehabilitation _____

The project consists of repairs to the Robert H. Foglesong Bridge on US-119 over Tug Fork. The work will include removing the existing overlay by milling; removing residual overlay and partial depth areas by hydrodemolition; completing full-depth and partial depth repairs as directed by the Engineer; repair/replace damaged and corroded reinforcing bars; placing new concrete overlay and epoxy-sand slurry; completing asphalt approach pavement; and maintaining and controlling traffic.

Are all new or existing ROW areas previously disturbed?

☒ Yes (Describe disturbance or basis for conclusion. Attach photos or maps):

The project APE consists of the surface of the bridge. All construction activities will occur within the existing right-of-way, and staging will take place on the existing roadway. The project has no potential to impact any archaeological sites or deposits.

KYTC Item No: N/A

County: Pike

Route: US-119

No Historic Properties Affected

As Determined By:

B. M. Little 4/30/2024

KYTC Representative

Date

Ellis Codd 5/08/2024

SHPO Representative

Date

(Concurrence is assumed if no response is received within 30 days)

Attachments

☒ Project Plans (show date on plans)

☒ Photos

☒ Mapping

☐ Other: _____

☒ Copy EPM

☒ Copy DEC

☒ Copy DEA Archaeologist

☒ Copy SHPO

If the project plans change then additional archaeological survey may be required. If human remains are discovered or a previously unidentified archaeological site is encountered, work must cease and the KYTC Division of Environmental Analysis be notified immediately.





Robert H. Foglesong Bridge

Overview

Legend

Bridge

Robert H. Foglesong Bridge, 37.67618785, -82.283620513

Robert H. Foglesong Bridge

Overview, looking northwest

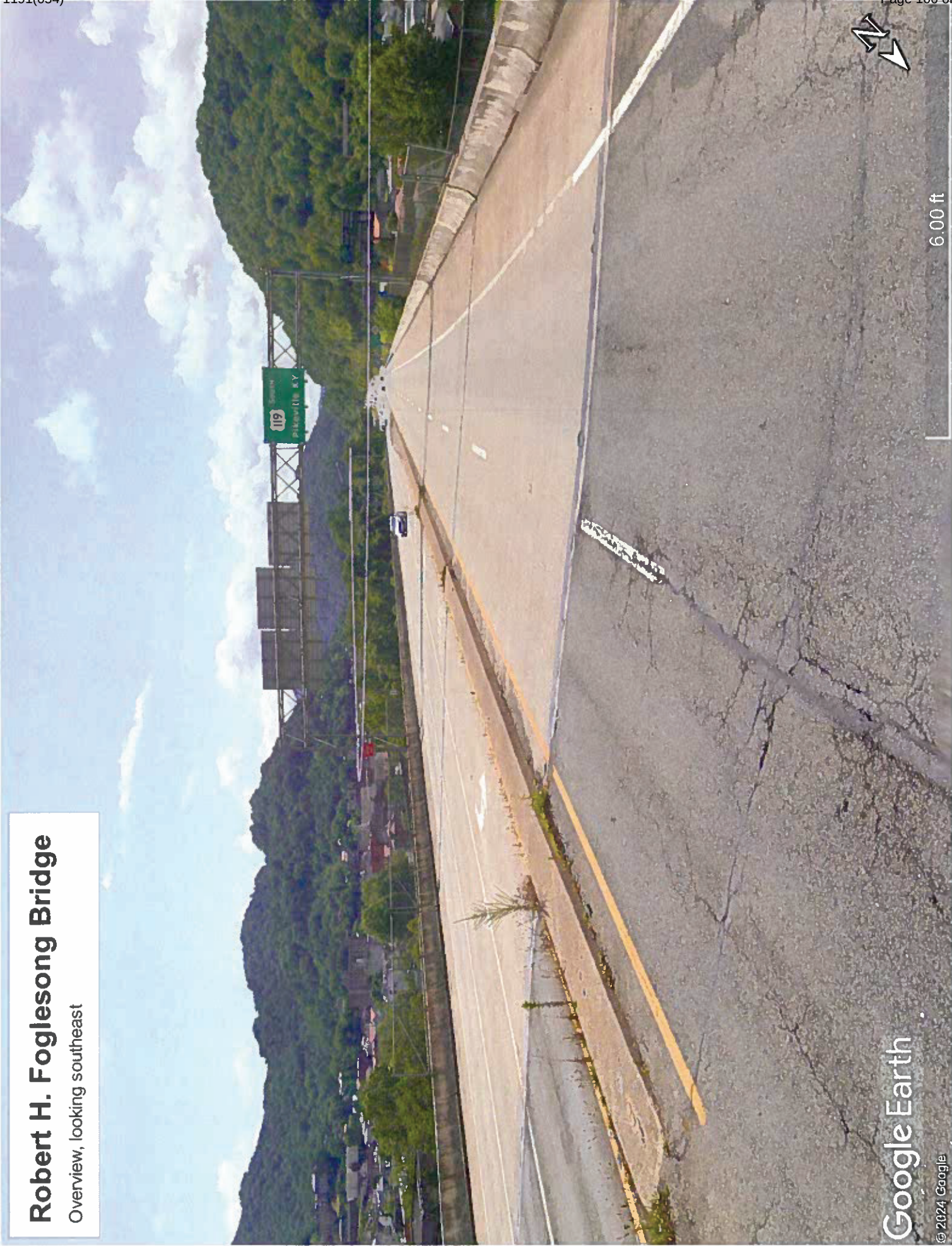


7.13 ft

Google Earth

© 2024 Google

Robert H. Foglesong Bridge
Overview, looking southeast



Google Earth

© 2024 Google

6.00 ft



KYTC Item No: N/A

County: Pike

Route: US 119

KYTC Historic Architectural Investigation Form

Project Description: Robert H. Foglesong Bridge Repairs, US 119 over Tug Fork (098B00151N) The project consists of repairs to the Robert H. Foglesong Bridge on US-119 over Tug Fork. The work will include removing the existing overlay by milling; removing residual overlay and partial depth areas by hydrodemolition; completing full-depth and partial depth repairs as directed by the Engineer; repair/replace damaged and corroded reinforcing bars; placing new concrete overlay and epoxy-sand slurry; completing asphalt approach pavement; and maintaining and controlling traffic.

Project Type listed in Attachment 1 (in Section 106 Programmatic Agreement)?

☐ Yes

☒ No (Continue)

Project Type listed in Attachment 2 (in Section 106 Handbook)?

☒ Yes (List project activity types) 11-Bridge Rehabilitation

☐ No (This project is not considered a small scale project under the Section 106 Programmatic Agreement. This checklist cannot be used. Process with full baseline or joint memorandum)

☐ No (However, SHPO has agreed that this project may be documented using the Historic Architectural Investigation Form)

Project Area of Potential Effect is defined as:

☐ Within 150 feet of project centerline (Small Scale Project - within existing

☐ Within view shed of project (Discuss):

☒ Other (Discuss): within right of way due to no potential impacts beyond limits

Are there Historical Resources within the project APE (per KHC database)?

☐ Yes

☒ No

☐ N/A (Explain):

KYTC Item No: N/A

County: Pike

Route: US 119

Are there Historical Resources (50 years old or older) identified within the project APE based on field investigations?

☐ Yes

☒ No

Date of Field Investigation: N/A

Investigator Name(s): Amanda Abner

Discuss Basis for finding

(Historic Mapping, PVA, Building Permit, Date of Construction, Deed/Title, etc.):

Google Earth, Bridge Database- bridge built in 1981

NRHP listed or potentially eligible sites/districts (> 50 years old) are:

☐ Present within the
APE

☒ No Properties Eligible within APE

No Historic Properties Affected

As Determined By:

Amanda Abner

6/21/24

KYTC Representative

Date

Kimberly Busby

6/25/24

SHPO Representative

Date

(Concurrence is assumed if no response is received within 30 days)

Attachments:

☒ Map showing topography, APE and identified Historic

☒ Relevant Photos (Overview and individual resources)

☒ Project Plans

☐ Other

☒ Copy EPM

☒ Copy DEC

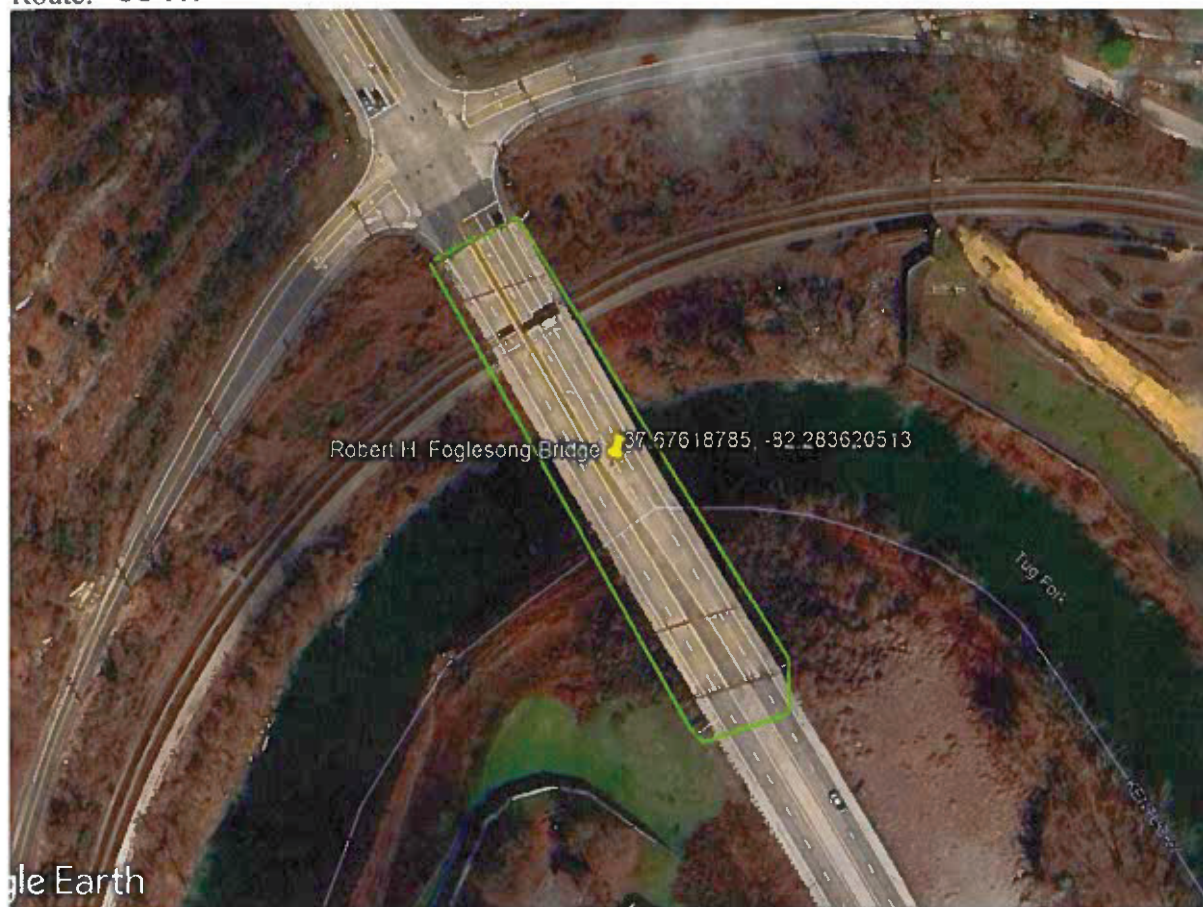
☒ Copy DEA Architectural Historian

☒ Copy SHPO

KYTC Item No: N/A

County: Pike

Route: US 119



Area of Potential Effect and project location

KYTC Item No: N/A

County: Pike

Route: US 119



Downstream Profile looking from Abutment #1

KYTC Item No: N/A

County: Pike

Route: US 119



Cardinal traveling US-19 toward West Virginia

		Kentucky Transportation Cabinet Federal Highway Administration NO EFFECT FINDING												
KYTC Item No:	098B00151N Robert H. Foglesong bridge	Route(s):	US-119											
County(ies):	Pike													
Project Description: (Type of improvement, areas to be impacted, crossroad improvements, easements, etc.) The project consists of repairs to the Robert H. Foglesong Bridge on US-119 over Tug Fork. The work will include removing the existing overlay by milling, removing residual overlay and partial depth areas by hydrodemolition, completing full-depth and partial depth repairs as directed by the Engineer, repair/replace damaged and corroded reinforcing bars, placing new concrete overlay and epoxy-sand slurry, completing asphalt approach pavement, and maintaining and controlling traffic. There is no blasting, tree removal/trimming and no in-stream work associated with this project.														
USFWS IPaC LISTED SPP FOR PROJECT SITE: <table border="0"> <tr> <td>Gray Bat</td> <td><i>Myotis grisescens</i></td> </tr> <tr> <td>Indiana Bat</td> <td><i>Myotis sodalis</i></td> </tr> <tr> <td>Northern Long-eared Bat</td> <td><i>Myotis septentrionalis</i></td> </tr> <tr> <td>Tricolored Bat</td> <td><i>Perimyotis subflavus</i></td> </tr> <tr> <td>Big Sandy Crayfish</td> <td><i>Cambarus callainus</i></td> </tr> </table> At the time of this assessment, the tricolored bat is listed as 'proposed,' and will not be addressed further in this document. The project would not be expected to jeopardize their continued existence. Should this species become formally listed prior to the construction of this project, additional review for compliance with Section 7 of the Endangered Species Act may be required.					Gray Bat	<i>Myotis grisescens</i>	Indiana Bat	<i>Myotis sodalis</i>	Northern Long-eared Bat	<i>Myotis septentrionalis</i>	Tricolored Bat	<i>Perimyotis subflavus</i>	Big Sandy Crayfish	<i>Cambarus callainus</i>
Gray Bat	<i>Myotis grisescens</i>													
Indiana Bat	<i>Myotis sodalis</i>													
Northern Long-eared Bat	<i>Myotis septentrionalis</i>													
Tricolored Bat	<i>Perimyotis subflavus</i>													
Big Sandy Crayfish	<i>Cambarus callainus</i>													
Methodologies: (Methods of assessment, who, what, when, resources, etc.) Biologist reviewed literature on listed species and used GIS mapping to investigate the conditions of the project area.														
Results: (Compare habitat used by listed species with available habitat) Bats: Gray bats use caves or cave-like habitats year-round, moving seasonally between warm and cold caves. Cave-like habitats include coal and limestone mines, large storm sewers, bridges, and tunnels. Gray bats hibernate during the winter in deep limestone caves that act as cold air traps. Very few caves meet the specific temperature requirements required for hibernating gray bats. Maternity colonies are almost always located in caves as well. During the spring and fall migration, a wider variety of caves and cave-like habitats are used as roosts. Gray bats are also known to roost at bridges or culverts. These structures can provide places for bats to rest with protection from predators and adverse weather conditions. Gray bats forage for flying insects over streams and lakes that are bordered by forest or at least have an intact riparian zone, often up to 12-15 miles from their roost. They prefer to fly through forest canopy between caves and feeding areas, traveling considerable distances out of their way to reach a foraging area in order to take advantage of the cover provided by even scattered trees along fencerows. Smaller wooded stream corridors, wooded fencerows, and connecting woodlots are used as travel lanes to reach foraging areas. Indiana and Northern long-eared bat roosting habitat includes any tree $\geq 5"$ (IB) and $\geq 3"$ dbh (NLEB) that possesses any or all of the following characteristics: exfoliating bark, dead or dying trunk/limbs, cavities, and fissures. Commuting Indiana and Northern long-eared bat habitat includes areas connecting foraging habitat to roosting habitat. This includes fencerows, tree lines, and open canopy breaks in forest habitat. Indiana and Northern long-eared bat foraging habitat includes closed to semi-open forested habitat and forested edges, including floodplain, riparian, lowland, and upland forests. Winter habitat for Indiana and Northern long-eared bats includes caves or deep mines including coal and limestone operations.														

The Tug Fork is a 6th order stream that runs under the Robert H. Foglesong Bridge on US-119. The Tug Fork serves as suitable foraging habitat for all bat species, however, given there will be no in-stream work and no impacts to the Tug Fork, foraging habitat will not be impacted. Given there is no tree removal/trimming associated with this project, there will be no impacts to summer roosting habitat for Indiana bats and northern long-eared bats and no impacts to commuting habitat for gray bats. There is no blasting associated with this project that could impact suitable hibernacula. Finally, given the nature of the project is bridge repair work, the lack of staining present on the underside of the bridge, noise associated with the railroad, and the bridge structure - bats are likely not utilizing the underside of this bridge as a roost. Thus, this project will have 'no effect' on Indiana, northern long-eared, and gray bats.

Crustaceans: Suitable instream habitat for Big sandy crayfish is generally described as clean, 3rd order or larger, fast-flowing, permanent streams and rivers with unembedded slab boulders on bedrock, cobble, or sand substrate. There is one perennial stream, Tug Fork, in the project corridor. The Tug Fork does provide suitable unembedded boulders and lacks riffle/run/glide complexes to support Big Sandy Crayfish habitat, however, there is no in-stream work associated with this project. Given the lack of in-stream work, a 'no effect' determination has been made for Big Sandy Crayfish.

Determinations: **no effect for:**

- Gray BatMyotis grisescens
- Indiana BatMyotis sodalis
- Northern Long-eared BatMyotis septentrionalis
- Big Sandy CrayfishCambarus callainus

The project has been assessed in accordance with the provisions of Section 7 of the Endangered Species Act. As a designated representative of the FHWA, the KYTC has determined that the project will have No Effect on any listed species or their critical habitat, and further Section 7(a)(2) consultation with the Service is not required.

Makayla Beckner

KYTC Signature

Makayla Beckner

Print Name

05/14/2024

Date

E.A.T.S. Milestones updated

MCB

Name

05/14/2024

Date

ATTACHED: Agency Species List(s)



United States Department of the Interior

FISH AND WILDLIFE SERVICE
West Virginia Ecological Services Field Office
6263 Appalachian Highway
Davis, WV 26260-8061
Phone: (304) 866-3858 Fax: (304) 866-3852



In Reply Refer To:
Project Code: 2024-0090240
Project Name: 098B00151N Robert H. Foglesong bridge

05/14/2024 16:12:58 UTC

Subject: List of threatened and endangered species that may occur in your proposed project location or may be affected by your proposed project

To Whom It May Concern:

The enclosed species list identifies threatened, endangered, proposed and candidate species, as well as proposed and final designated critical habitat, that may occur within the boundary of your proposed project and/or may be affected by your proposed project. The species list fulfills the requirements of the U.S. Fish and Wildlife Service (Service) under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 *et seq.*).

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. Please feel free to contact us if you need more current information or assistance regarding the potential impacts to federally proposed, listed, and candidate species and federally designated and proposed critical habitat. Please note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days. This verification can be completed formally or informally as desired. The Service recommends that verification be completed by visiting the IPaC website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through the IPaC system by completing the same process used to receive the enclosed list.

The purpose of the Act is to provide a means whereby threatened and endangered species and the ecosystems upon which they depend may be conserved. Under sections 7(a)(1) and 7(a)(2) of the Act and its implementing regulations (50 CFR 402 *et seq.*), Federal agencies are required to utilize their authorities to carry out programs for the conservation of threatened and endangered species and to determine whether projects may affect threatened and endangered species and/or designated critical habitat.

A Biological Assessment is required for construction projects (or other undertakings having similar physical impacts) that are major Federal actions significantly affecting the quality of the human environment as defined in the National Environmental Policy Act (42 U.S.C. 4332(2)(c)). For projects other than major construction activities, the Service suggests that a biological

Project code: 2024-0090240

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evaluation similar to a Biological Assessment be prepared to determine whether the project may affect listed or proposed species and/or designated or proposed critical habitat. Recommended contents of a Biological Assessment are described at 50 CFR 402.12.

If a Federal agency determines, based on the Biological Assessment or biological evaluation, that listed species and/or designated critical habitat may be affected by the proposed project, the agency is required to consult with the Service pursuant to 50 CFR 402. In addition, the Service recommends that candidate species, proposed species and proposed critical habitat be addressed within the consultation. More information on the regulations and procedures for section 7 consultation, including the role of permit or license applicants, can be found in the "Endangered Species Consultation Handbook" at:

<https://www.fws.gov/sites/default/files/documents/endangered-species-consultation-handbook.pdf>

Migratory Birds: In addition to responsibilities to protect threatened and endangered species under the Endangered Species Act (ESA), there are additional responsibilities under the Migratory Bird Treaty Act (MBTA) and the Bald and Golden Eagle Protection Act (BGEPA) to protect native birds from project-related impacts. Any activity, intentional or unintentional, resulting in take of migratory birds, including eagles, is prohibited unless otherwise permitted by the U.S. Fish and Wildlife Service (50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)). For more information regarding these Acts, see <https://www.fws.gov/program/migratory-bird-permit/what-we-do>.

The MBTA has no provision for allowing take of migratory birds that may be unintentionally killed or injured by otherwise lawful activities. It is the responsibility of the project proponent to comply with these Acts by identifying potential impacts to migratory birds and eagles within applicable NEPA documents (when there is a federal nexus) or a Bird/Eagle Conservation Plan (when there is no federal nexus). Proponents should implement conservation measures to avoid or minimize the production of project-related stressors or minimize the exposure of birds and their resources to the project-related stressors. For more information on avian stressors and recommended conservation measures, see <https://www.fws.gov/library/collections/threats-birds>.

In addition to MBTA and BGEPA, Executive Order 13186: *Responsibilities of Federal Agencies to Protect Migratory Birds*, obligates all Federal agencies that engage in or authorize activities that might affect migratory birds, to minimize those effects and encourage conservation measures that will improve bird populations. Executive Order 13186 provides for the protection of both migratory birds and migratory bird habitat. For information regarding the implementation of Executive Order 13186, please visit <https://www.fws.gov/partner/council-conservation-migratory-birds>.

We appreciate your concern for threatened and endangered species. The Service encourages Federal agencies to include conservation of threatened and endangered species into their project planning to further the purposes of the Act. Please include the Consultation Code in the header of this letter with any request for consultation or correspondence about your project that you submit to our office.

Project code: 2024-0090240

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Note: IPaC has provided all available attachments because this project is in multiple field office jurisdictions.

Attachment(s):

- Official Species List
- USFWS National Wildlife Refuges and Fish Hatcheries
- Bald & Golden Eagles
- Migratory Birds
- Wetlands

OFFICIAL SPECIES LIST

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

West Virginia Ecological Services Field Office

6263 Appalachian Highway

Davis, WV 26260-8061

(304) 866-3858

This project's location is within the jurisdiction of multiple offices. However, only one species list document will be provided for all offices. The species and critical habitats in this document reflect the aggregation of those that fall in each of the affiliated office's jurisdiction. Other offices affiliated with the project:

Kentucky Ecological Services Field Office

J C Watts Federal Building, Room 265

330 West Broadway

Frankfort, KY 40601-8670

(502) 695-0467

Project code: 2024-0090240

05/14/2024 16:12:58 UTC

PROJECT SUMMARY

Project Code: 2024-0090240

Project Name: 098B00151N Robert H. Foglesong bridge

Project Type: Bridge - Maintenance

Project Description: Bridge repair

Project Location:

The approximate location of the project can be viewed in Google Maps: <https://www.google.com/maps/@37.676173950000006,-82.28381546282462,14z>



Counties: Kentucky and West Virginia

Project code: 2024-0090240

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ENDANGERED SPECIES ACT SPECIES

There is a total of 6 threatened, endangered, or candidate species on this species list.

Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species. Note that 1 of these species should be considered only under certain conditions.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries¹, as USFWS does not have the authority to speak on behalf of NOAA and the Department of Commerce.

See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

-
1. NOAA Fisheries, also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

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MAMMALS

NAME	STATUS
Gray Bat <i>Myotis grisescens</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/6329 General project design guidelines: https://ipac.ecosphere.fws.gov/project/CLSQ6BUWUBCB3JSDJGFBWATWEA/documents/generated/6422.pdf	Endangered
Indiana Bat <i>Myotis sodalis</i> There is final critical habitat for this species. Your location does not overlap the critical habitat. This species only needs to be considered under the following conditions: • The project area includes 'potential' habitat. All activities in this location should consider possible effects to this species. • All activities in this location should consider potential effects to this species. This project is not within a known-use area, but potentially occupied habitat may exist. Please contact the WVFO for further coordination. Species profile: https://ecos.fws.gov/ecp/species/5949 General project design guidelines: https://ipac.ecosphere.fws.gov/project/CLSQ6BUWUBCB3JSDJGFBWATWEA/documents/generated/6422.pdf	Endangered
Northern Long-eared Bat <i>Myotis septentrionalis</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/9045 General project design guidelines: https://ipac.ecosphere.fws.gov/project/CLSQ6BUWUBCB3JSDJGFBWATWEA/documents/generated/6422.pdf	Endangered
Tricolored Bat <i>Perimyotis subflavus</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/10515	Proposed Endangered

INSECTS

NAME	STATUS
Monarch Butterfly <i>Danaus plexippus</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/9743	Candidate

CRUSTACEANS

NAME	STATUS
Big Sandy Crayfish <i>Cambarus callainus</i> There is final critical habitat for this species. Your location does not overlap the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/8285 General project design guidelines: https://ipac.ecosphere.fws.gov/project/CLSQ6BUWUBCB3JSDJGFBWATWEA/documents/generated/6455.pdf	Threatened

Project code: 2024-0090240

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CRITICAL HABITATS

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.

YOU ARE STILL REQUIRED TO DETERMINE IF YOUR PROJECT(S) MAY HAVE EFFECTS ON ALL ABOVE LISTED SPECIES.

USFWS NATIONAL WILDLIFE REFUGE LANDS AND FISH HATCHERIES

Any activity proposed on lands managed by the [National Wildlife Refuge](#) system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

THERE ARE NO REFUGE LANDS OR FISH HATCHERIES WITHIN YOUR PROJECT AREA.

BALD & GOLDEN EAGLES

Bald and golden eagles are protected under the Bald and Golden Eagle Protection Act¹ and the Migratory Bird Treaty Act².

Any person or organization who plans or conducts activities that may result in impacts to bald or golden eagles, or their habitats³, should follow appropriate regulations and consider implementing appropriate conservation measures, as described in the links below. Specifically, please review the "[Supplemental Information on Migratory Birds and Eagles](#)".

-
1. The [Bald and Golden Eagle Protection Act](#) of 1940.
 2. The [Migratory Birds Treaty Act](#) of 1918.
 3. 50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)

THERE ARE NO BALD AND GOLDEN EAGLES WITHIN THE VICINITY OF YOUR PROJECT AREA.

MIGRATORY BIRDS

Certain birds are protected under the Migratory Bird Treaty Act¹ and the Bald and Golden Eagle Protection Act².

Any person or organization who plans or conducts activities that may result in impacts to migratory birds, eagles, and their habitats³ should follow appropriate regulations and consider implementing appropriate conservation measures, as described in the links below. Specifically, please review the "[Supplemental Information on Migratory Birds and Eagles](#)".

-
1. The [Migratory Birds Treaty Act](#) of 1918.

Project code: 2024-0090240

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- 2. The [Bald and Golden Eagle Protection Act](#) of 1940.
- 3. 50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, see the PROBABILITY OF PRESENCE SUMMARY below to see when these birds are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON
Black-billed Cuckoo <i>Coccyzus erythrophthalmus</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9399	Breeds May 15 to Oct 10
Cerulean Warbler <i>Setophaga cerulea</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/2974	Breeds Apr 27 to Jul 20
Chimney Swift <i>Chaetura pelagica</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9406	Breeds Mar 15 to Aug 25
Kentucky Warbler <i>Geothlypis formosa</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9443	Breeds Apr 20 to Aug 20
Wood Thrush <i>Hylocichla mustelina</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9431	Breeds May 10 to Aug 31

PROBABILITY OF PRESENCE SUMMARY

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read "[Supplemental Information on Migratory Birds and Eagles](#)", specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

Green bars; the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during that week of the year.

Breeding Season (🟡)

Project code: 2024-0090240

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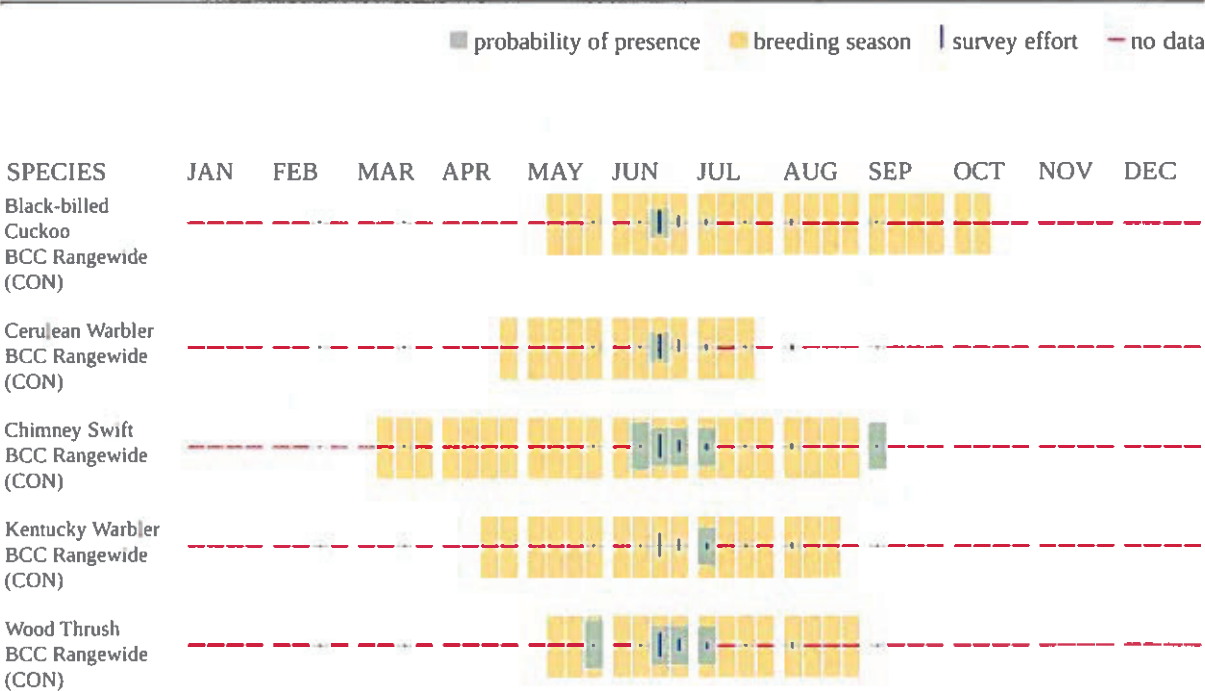
Yellow bars; liberal estimate of the timeframe inside which the bird breeds across its entire range.

Survey Effort (I)

Vertical black lines; the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps.

No Data (—)

A week is marked as having no data if there were no survey events for that week.



Additional information can be found using the following links:

- Eagle Management <https://www.fws.gov/program/eagle-management>
- Measures for avoiding and minimizing impacts to birds <https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds>
- Nationwide conservation measures for birds <https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf>
- Supplemental Information for Migratory Birds and Eagles in IPaC <https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action>

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WETLANDS

Impacts to [NWI wetlands](#) and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local [U.S. Army Corps of Engineers District](#).

Please note that the NWI data being shown may be out of date. We are currently working to update our NWI data set. We recommend you verify these results with a site visit to determine the actual extent of wetlands on site.

RIVERINE

- R5UBH

Project code: 2024-0090240

05/14/2024 16:12:58 UTC

IPAC USER CONTACT INFORMATION

Agency: Kentucky Transportation Cabinet

Name: Makayla Beckner

Address: 200 Mero Street

City: FRANKFORT

State: KY

Zip: 40622

Email: makayla.beckner@ky.gov

Phone: 5027825029

Montgomery, Paul R (KYTC-D12)

From: Lowry, Brittany S (KYTC)
Sent: Wednesday, May 1, 2024 2:16 PM
To: Montgomery, Paul R (KYTC-D12)
Cc: Claunch, Casey L (KYTC)
Subject: RE: Robert H. Foglesong bridge

Good afternoon Paul,
There are no registered monitoring wells, springs or UST's in the project area.
As long as we are not impacting the RR tracks there are no UST/Hazmat impacts identified.
An asbestos inspection of the bridge will be required prior to any impacts.
Let me know if you have any questions or need additional information.
Thank you!

From: Montgomery, Paul R (KYTC-D12) <Paul.Montgomery@ky.gov>
Sent: Tuesday, April 30, 2024 8:50 AM
To: Abner, Amanda B (KYTC) <Amanda.Abner@ky.gov>; Mabelitini, Brian (KYTC) <brian.mabelitini@ky.gov>; Beckner, Makayla (KYTC) <makayla.beckner@ky.gov>; Gibson, Robert P (KYTC) <robert.gibson@ky.gov>; Lawson, ODail O (KYTC) <O'Dail.Lawson@ky.gov>; Lowry, Brittany S (KYTC) <brittany.lowry@ky.gov>
Cc: Claunch, Casey L (KYTC) <casey.claunch@ky.gov>; Davis, Daniel B (KYTC) <Daniel.Davis@ky.gov>
Subject: FW: Robert H. Foglesong bridge

****CAUTION** PDF attachments may contain links to malicious sites. Please contact the COT Service Desk ServiceCorrespondence@ky.gov for any assistance.**

Please see the attachment and emails below concerning this bridge repair project. They are wanting to put this one in the July letting, so this one will need to be at the top of the list for D12. If you need anything else, just let me know.
Thanks.

From: Hale, Samuel S (KYTC-D12) <Samuel.Hale@ky.gov>
Sent: Tuesday, April 30, 2024 8:22 AM
To: Montgomery, Paul R (KYTC-D12) <Paul.Montgomery@ky.gov>
Subject: FW: Robert H. Foglesong bridge

****CAUTION** PDF attachments may contain links to malicious sites. Please contact the COT Service Desk ServiceCorrespondence@ky.gov for any assistance.**

Please work on a CEMP for Dora's bridge.

Thanks,

Samuel Hale, PE
Project Development Branch Manager
District 12
Pikeville



Andy Beshear
GOVERNOR

TRANSPORTATION CABINET

200 Mero Street
Frankfort, Kentucky 406 01

Jim Gray
SECRETARY

Asbestos Inspection Survey

To: Paul Montgomery

District: 12

Date: May 30, 2024

Conducted By: O'Dail Lawson

Report Prepared By: O'Dail Lawson

Project and Structure Identification

Project Number: Robert H Foglesong Bridge

Structure ID: 098B00151N

Structure Location: US 119 over Tug Fork and Norfolk Southern Railroad

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

Inspection Date: May 22, 2024

Results and Recommendations

This asbestos survey was performed in accordance with the current USEPA regulations, specifically [40 CFR Part 61](#), Asbestos National Emissions Standards for Hazardous Air Pollutants (NESHAP) revision, final rule effective November 20, 1990.

The results of the samples collected were negative for the presence of asbestos above 1%. No abatement is required at this time. However, the [OSHA Standard 1926.1101](#) applies if any level of asbestos is present in the samples collected.

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

MRS, Inc. Analytical Laboratory Division

(502) 495-1212

Fax: (502) 491-7111

BULK SAMPLE ASBESTOS ANALYSIS

Analysis N #	# 3405296 C	Address:	Pike - 098B00151N
Client Name:	K Y T C		
Sampled By:	O'Dail Lawson		

[illegible]

Date Analyzed : 29-May-24

Analyst : Winterford Mensah

Reviewed By: Kristina Mena
Signature

The test relates only to the items tested. This report does not represent endorsement by NVLAP or any agency of the U.S. Government. Partial Reproduction of any part of this report is strictly prohibited. Samples shall be retained for (30) days.

AIHA # 102459

AJHA #1 02459

Chain of Custody Record

Kentucky Transportation Cabinet
200 Metro Street, 4th Floor West
Frankfort, Kentucky 40622
(502) 564-7250 fax (502) 564-5655

Page 1

ENVIRONMENTAL TRAINING CONCEPTS, INC

P.O. Box 99603 Louisville, KY 40269
(502)640-2951

Certification Number: ETC-AIR-031324-00278

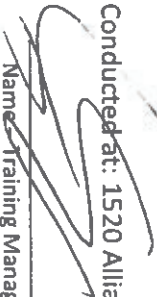
O'Dail Lawson

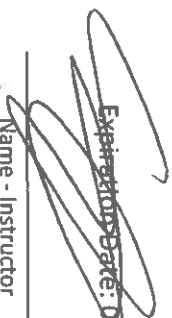
has on 03-13-2024 attended and successfully completed the requirements and passed the examination with a score of 70% or better on the entitled course.

ASBESTOS INSPECTOR REFRESHER

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

Conducted at: 1520 Alliant Ave., Louisville, KY

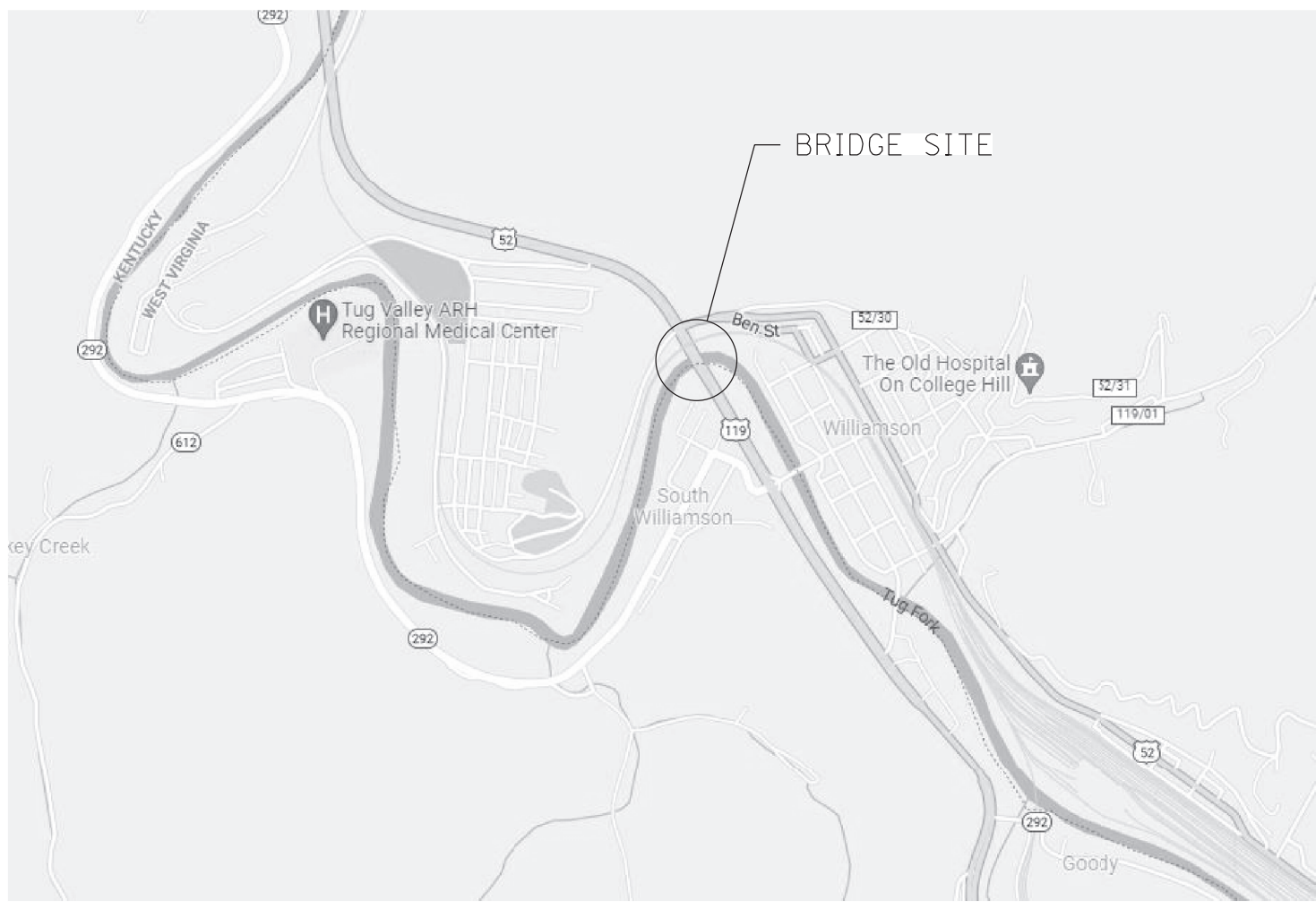

Name - Training Manager


Expiration Date: 03-13-2025
Name - Instructor

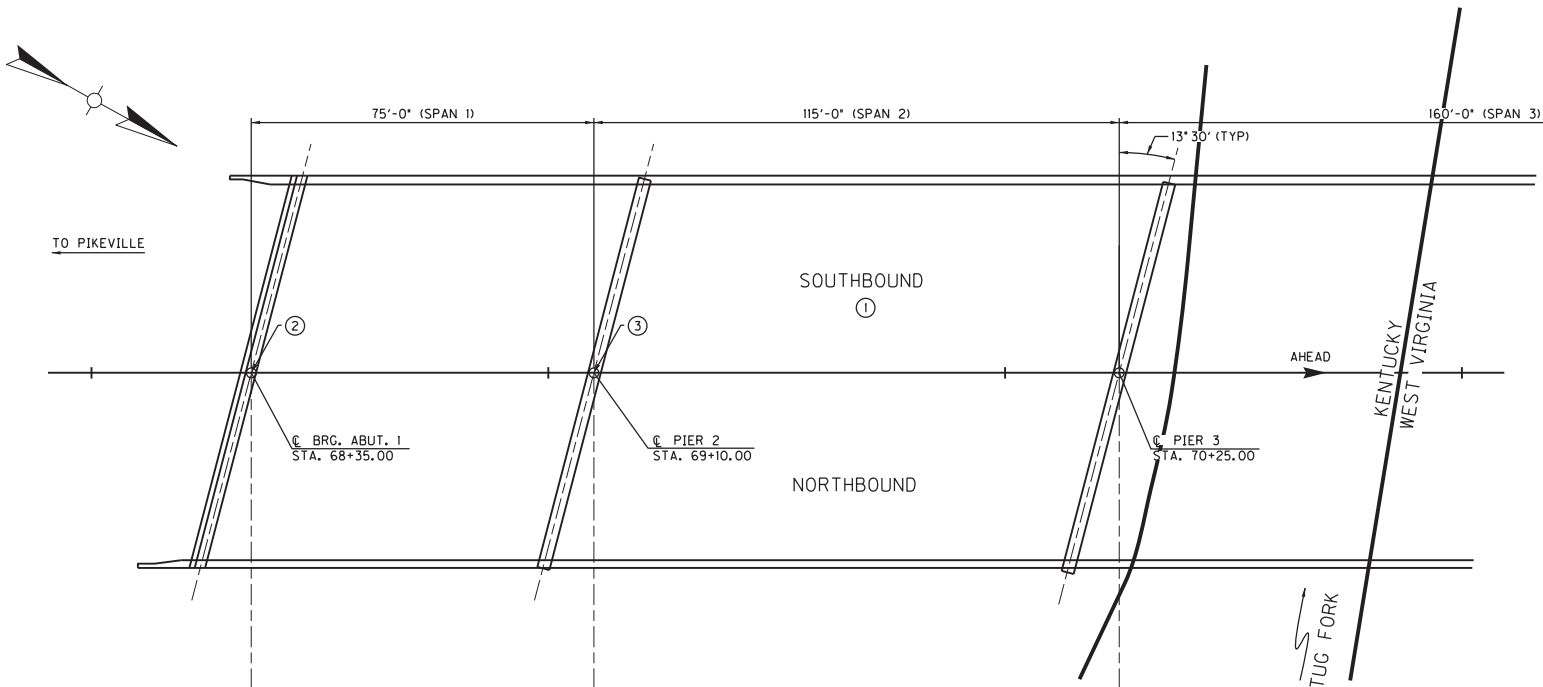
**PIKE COUNTY, KENTUCKY
USAF GENERAL ROBERT H.
FOGLESONG BRIDGE**

STATE OF KENTUCKY
LOGAN M. SALLEE
30791
LICENSED
PROFESSIONAL ENGINEER

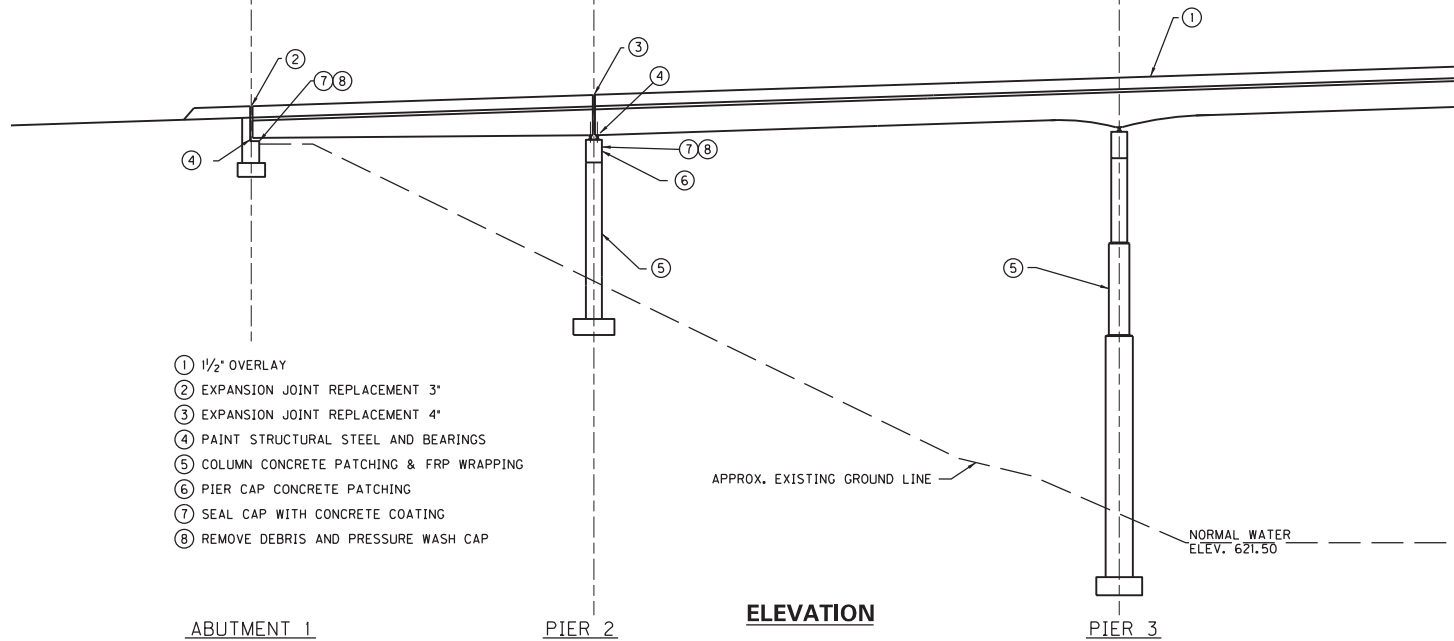
8-4-2025



US 119 OVER TUG FORK AND NORFOLK SOUTHERN R.R.
CONCRETE BRIDGE DECK OVERLAY, JOINT REPLACEMENT,
CONCRETE REPAIR, AND STEEL REPAIR
LATITUDE : 37° 40' 34" N
LONGITUDE: 82° 17' 01" W



PLAN



ELEVATION

- ① 1 1/2" OVERLAY
- ② EXPANSION JOINT REPLACEMENT 3"
- ③ EXPANSION JOINT REPLACEMENT 4"
- ④ PAINT STRUCTURAL STEEL AND BEARINGS
- ⑤ COLUMN CONCRETE PATCHING & FRP WRAPPING
- ⑥ PIER CAP CONCRETE PATCHING
- ⑦ SEAL CAP WITH CONCRETE COATING
- ⑧ REMOVE DEBRIS AND PRESSURE WASH CAP

ABUTMENT 1

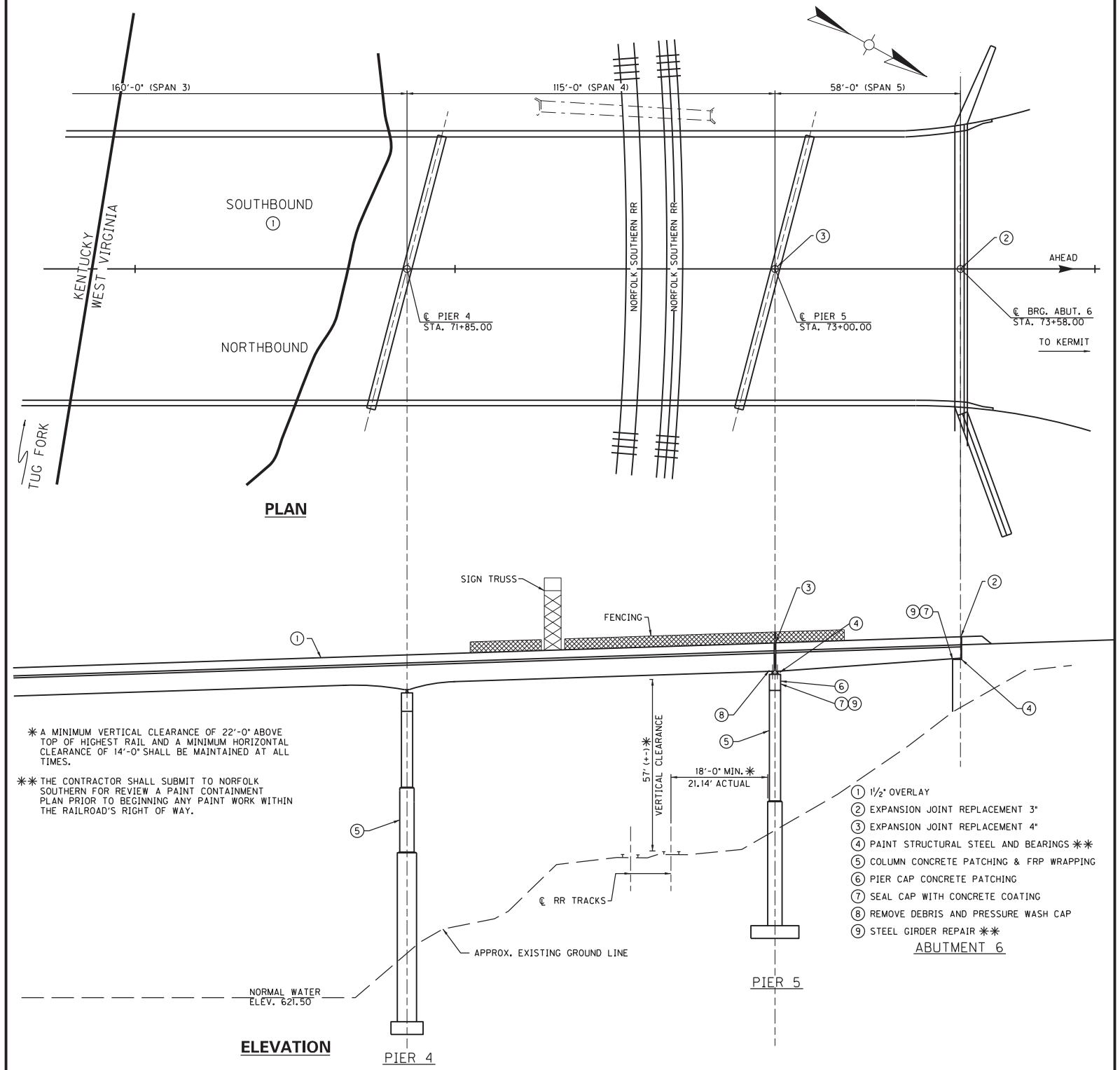
PIER 2

PIER 3

JUNE
2025



098B00151N
PIKE COUNTY, KENTUCKY
REPAIR PLANS
LAYOUT



RAILROAD NOTES:

ALL WORK ON, OVER, UNDER, OR ADJACENT TO NORFOLK SOUTHERN RIGHT-OF-WAY SHALL BE DONE IN ACCORDANCE WITH THE NORFOLK SOUTHERN PUBLIC PROJECTS MANUAL.

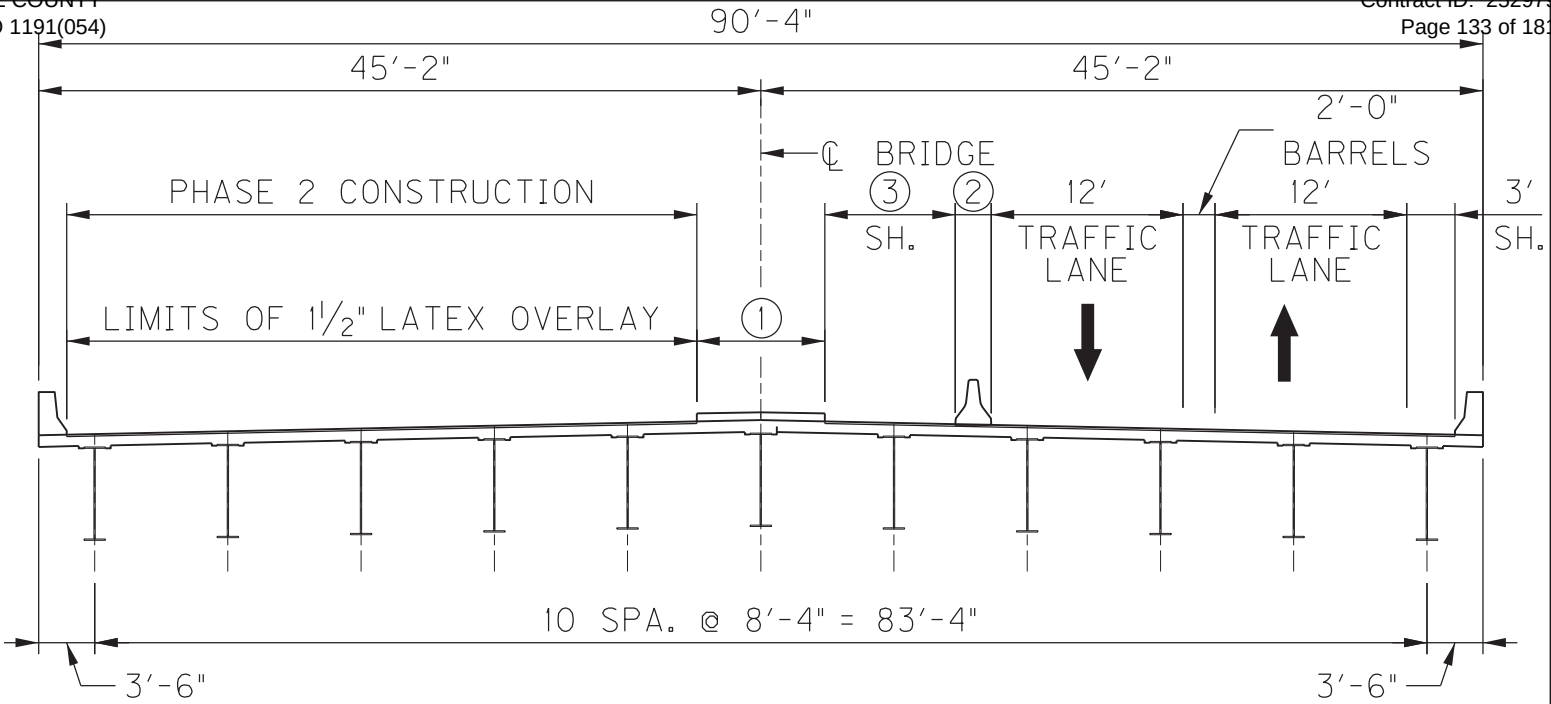
THE CONTRACTOR SHALL PROVIDE CONSTRUCTION SUBMITTALS, DETAILING MEANS AND METHODS OF THE PROPOSED WORK, IN ACCORDANCE WITH THE PUBLIC PROJECTS MANUAL.

PRIOR TO COMMENCING WORK, THE CONTRACTOR MUST REQUEST FROM THE RAILROAD AND FOLLOW THE LATEST VERSION OF THE "SPECIAL PROVISIONS FOR PROTECTION OF RAILWAY INTEREST."

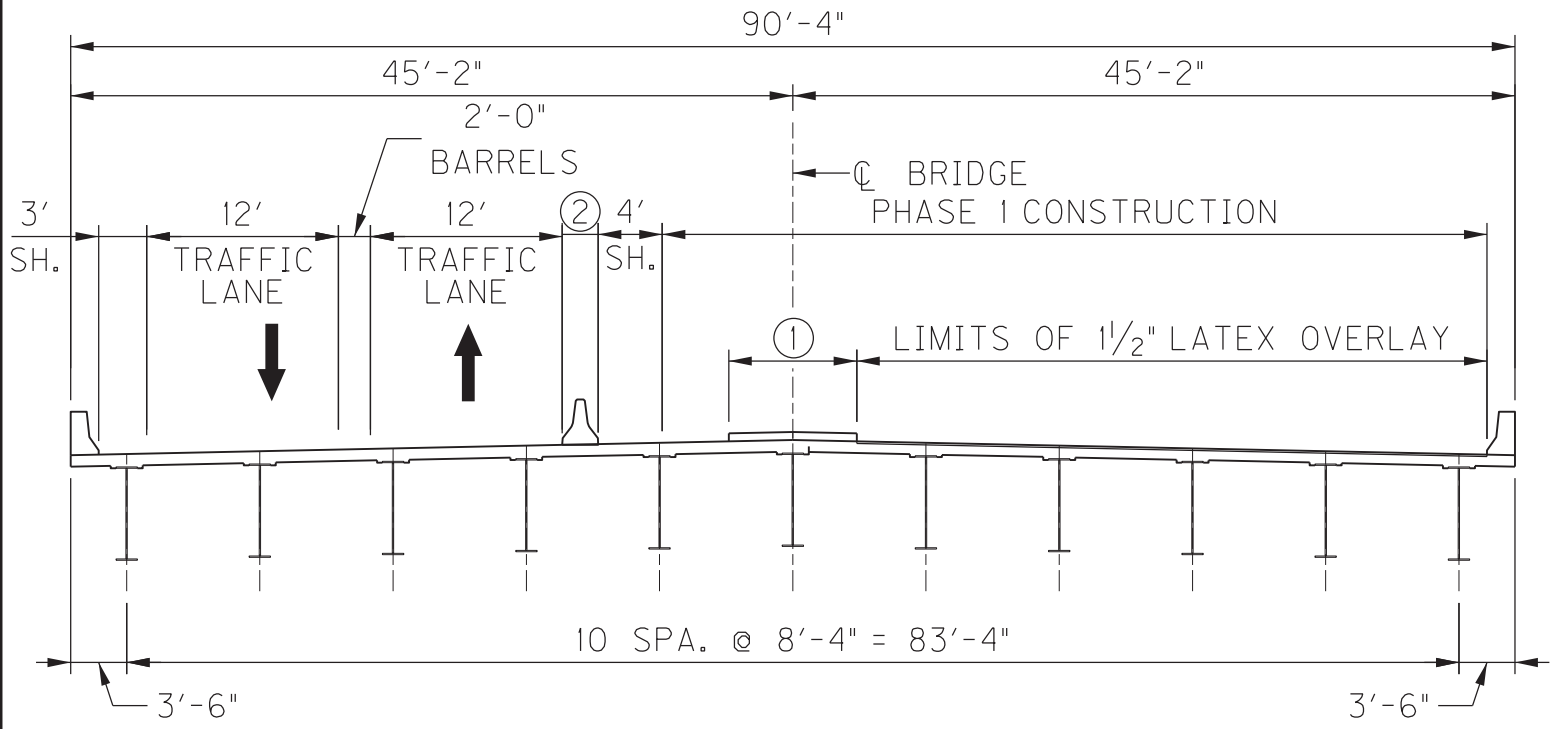
JUNE
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PIKE COUNTY, KENTUCKY
REPAIR PLANS
LAYOUT



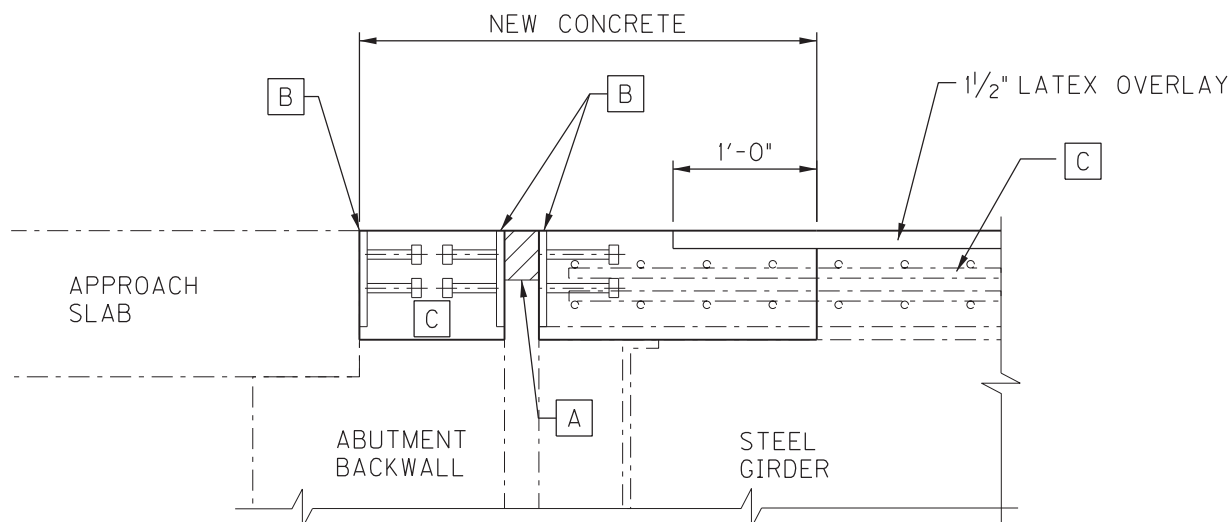
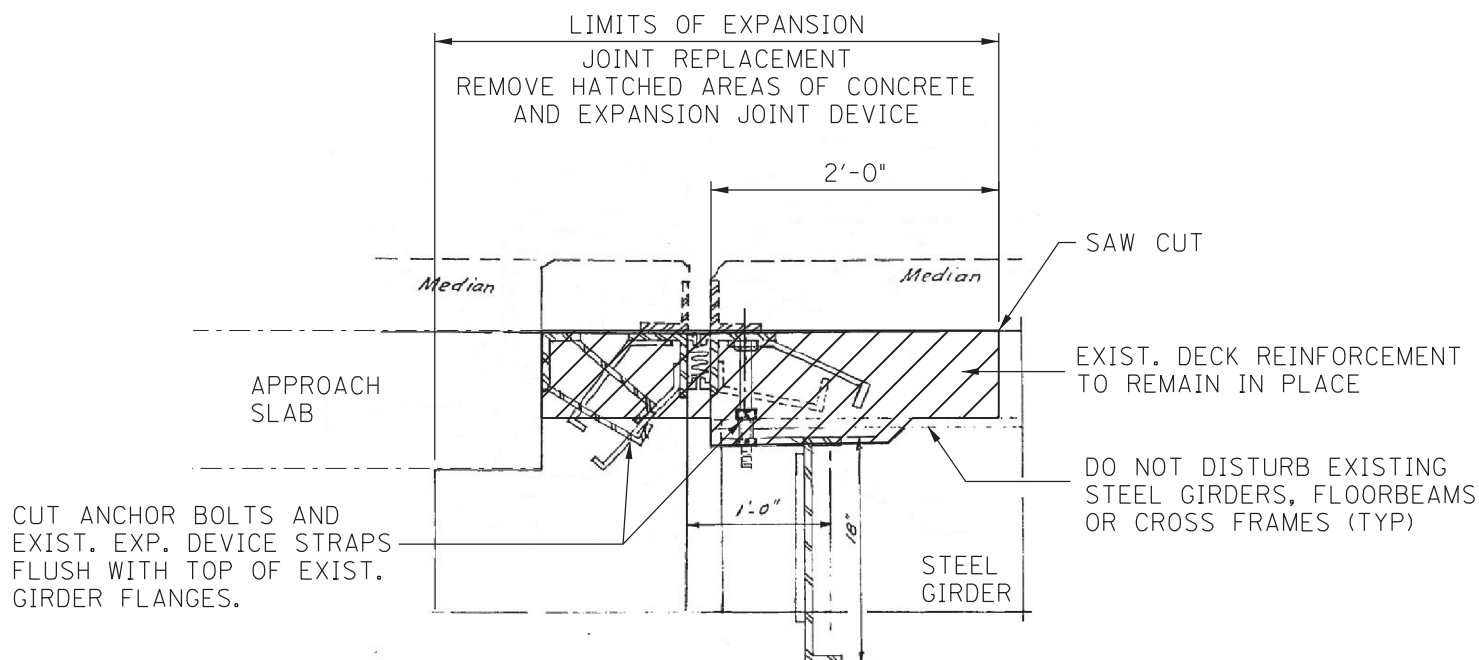
TYPICAL SECTION – MOT PHASE 2
(LOOKING AHEAD)



TYPICAL SECTION – MOT PHASE 1
(LOOKING AHEAD)

NOTE: APPLY EPOXY SAND SLURRY
TO MEDIAN AND BARRIER PER
STD. DWG. BGX-009-04

- ① MEDIAN WIDTH VARIES
- ② 2'-3" 9T BARRIER
- ③ SHLDR. VARIES 4'-0" MINIMUM

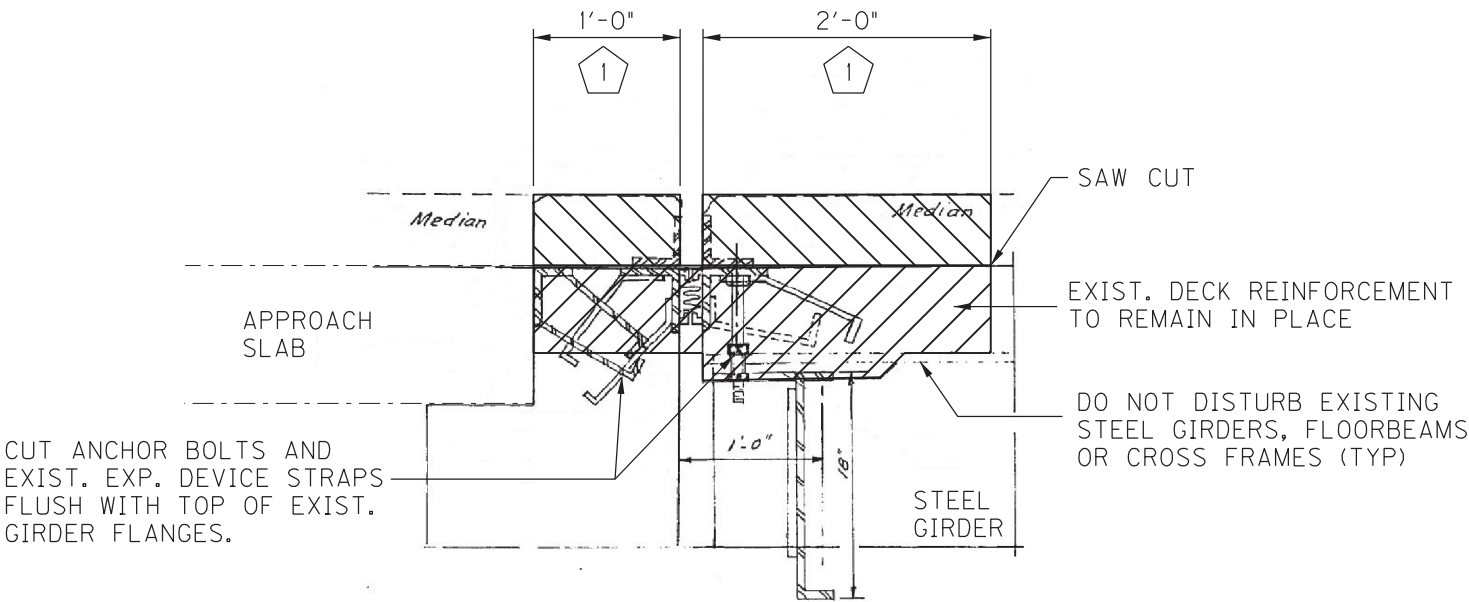


- A** USE EMSEAL BEJS OR EQUIVALENT SYSTEM.
USE CORNER TRANSITIONS PER THE MANUFACTURER'S SPECIFICATIONS. SEE STD. DWG. BJE-003 AND BJE-005 FOR ADDITIONAL DETAILS.
THE JOINT OPENING @ 60°F. SHALL BE:
1 1/4" @ ABUTMENT 1
1" @ ABUTMENT 6
- B** ARMORED EDGE, SEE STD. DWG. BJE-001, c.e.
- C** CLEAN AND LEAVE EXISTING REINFORCEMENT IN PLACE.

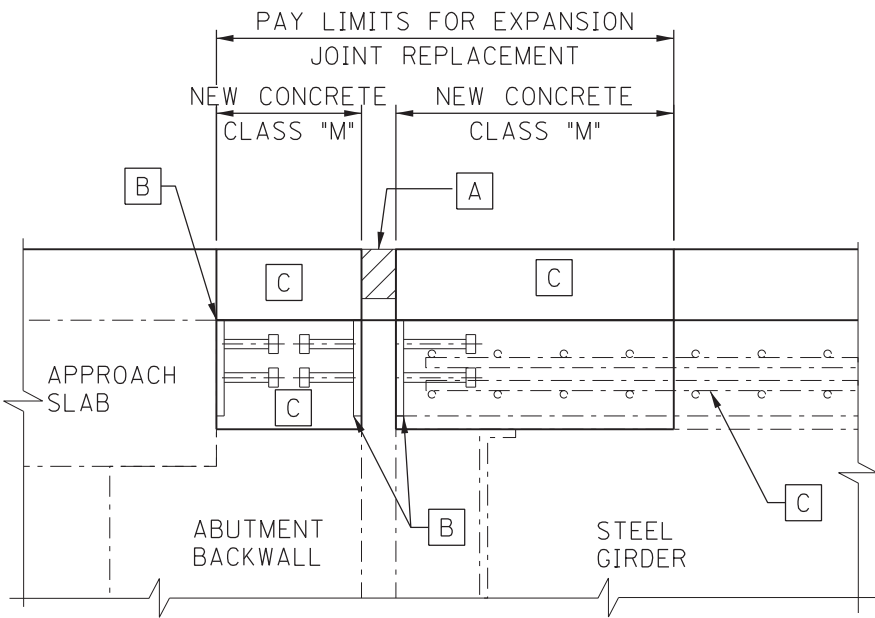
JUNE
2025

Palmer
ENGINEERING

098B00151N
PIKE COUNTY, KENTUCKY
REPAIR PLANS
JOINT REPLACEMENT - ABUTMENTS



**EXISTING SECTION – MEDIAN AT COMPRESSION JOINT
ABUTMENTS 1 AND 6**



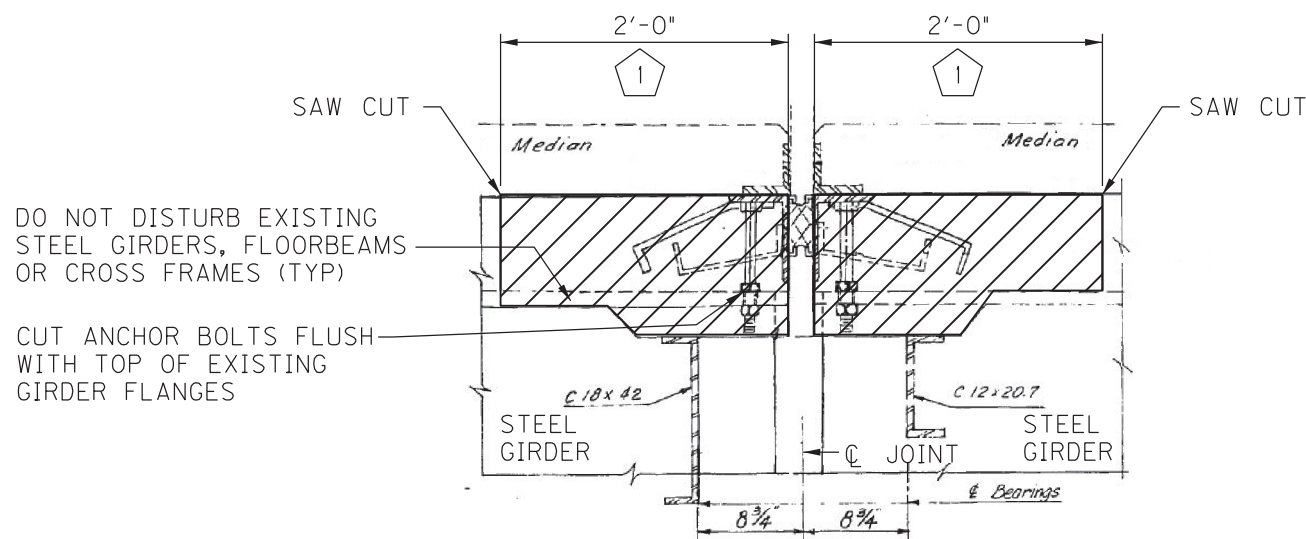
**PROPOSED SECTION – MEDIAN AT COMPRESSION JOINT
ABUTMENTS 1 AND 6**

- A

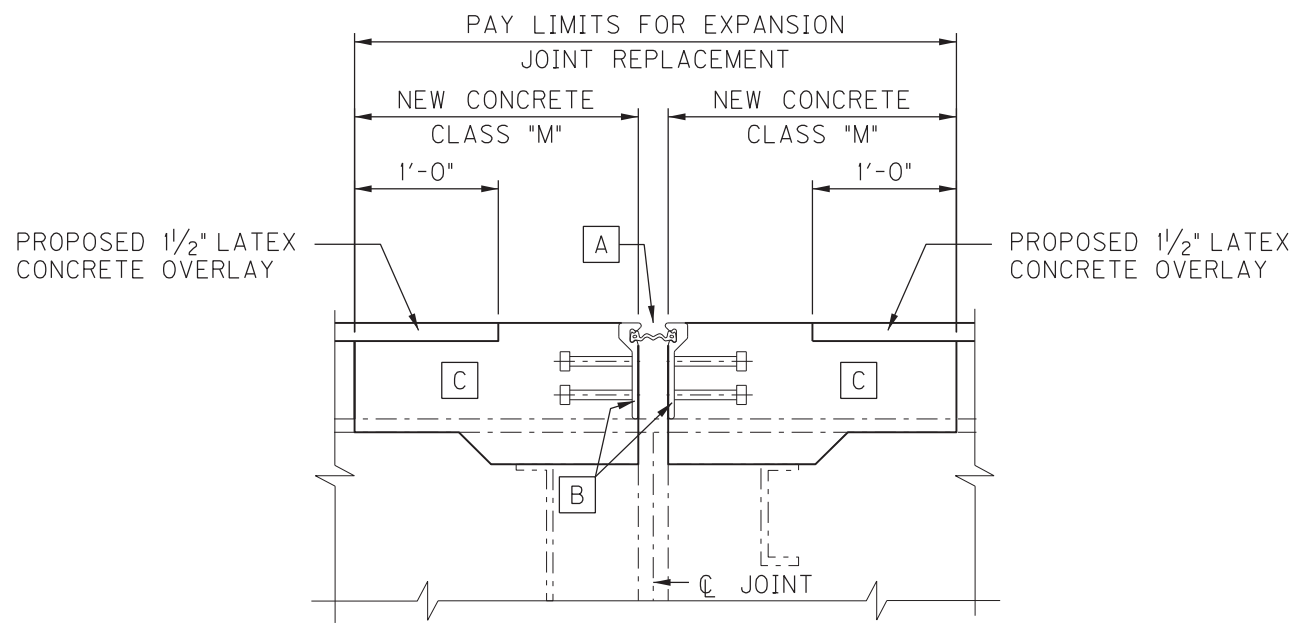
USE EMSEAL BEJS OR EQUIVALENT SYSTEM. USE CORNER TRANSITIONS PER THE MANUFACTURER'S SPECIFICATIONS. SEE STD. DWG. BJE-003 AND BJE-005 FOR ADDITIONAL DETAILS. THE JOINT OPENING @ 60°F. SHALL BE:
1 1/4" @ ABUTMENT 1
1" @ ABUTMENT 6
- B

ARMORED EDGE, SEE STD. DWG. BJE-001, c.e.
- C

CLEAN AND LEAVE EXISTING REINFORCEMENT IN PLACE.

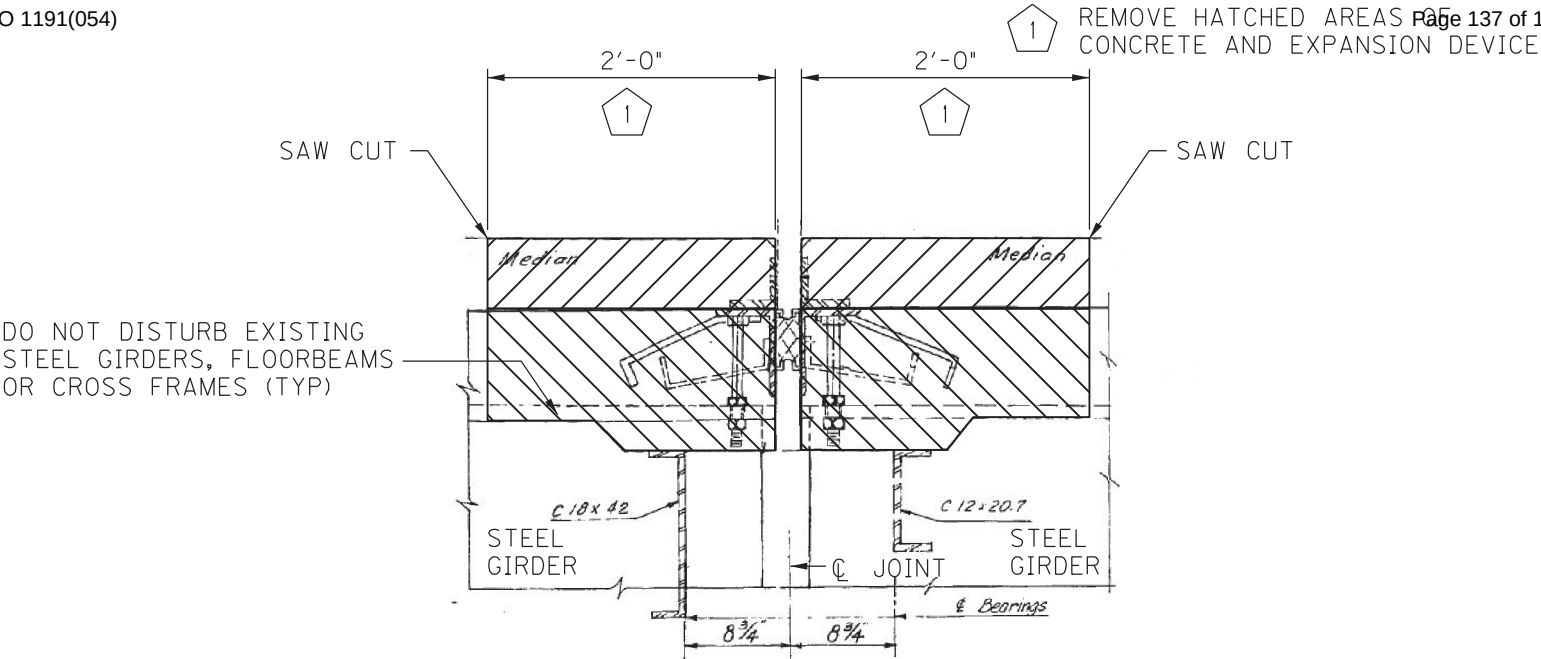


**EXISTING SECTION AT COMPRESSION JOINT
PIERS 2 AND 5**

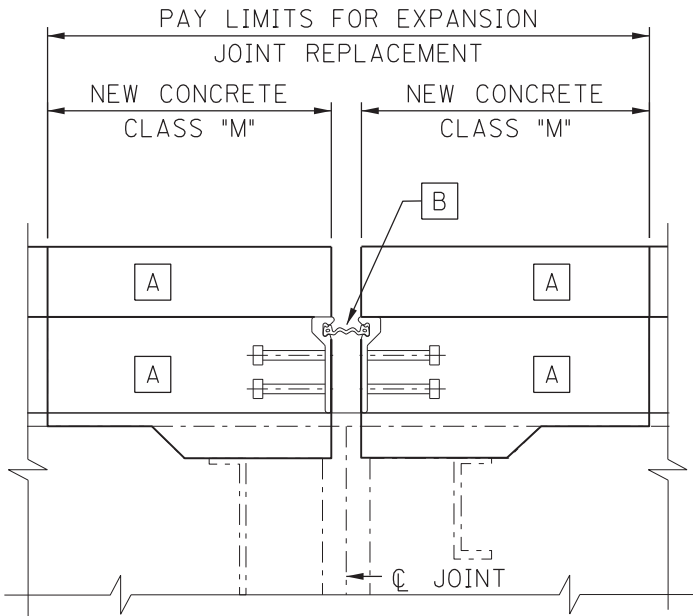


**PROPOSED SECTION AT COMPRESSION JOINT
PIERS 2 AND 5**

- A** USE AN APPROVED STRIP SEAL JOINT SYSTEM. SEE STD. DWG. BJE-005 AND BJE-006 FOR ADDITIONAL DETAILS. THE JOINT OPENING IS 2 1/2" @ 60°F.
- B** ARMORED EDGE, SEE STD. DWG. BJE-001, c.e.
- C** CLEAN AND LEAVE EXISTING REINFORCEMENT IN PLACE.

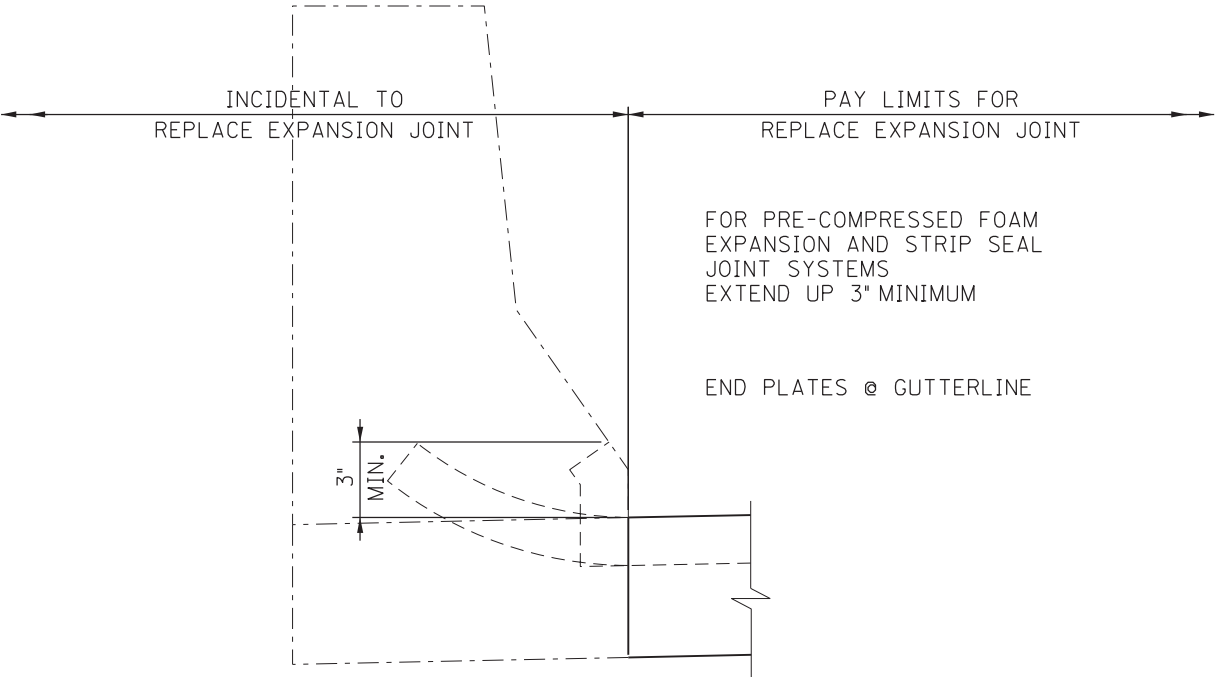


**EXISTING SECTION – MEDIAN AT COMPRESSION JOINT
PIERS 2 AND 5**



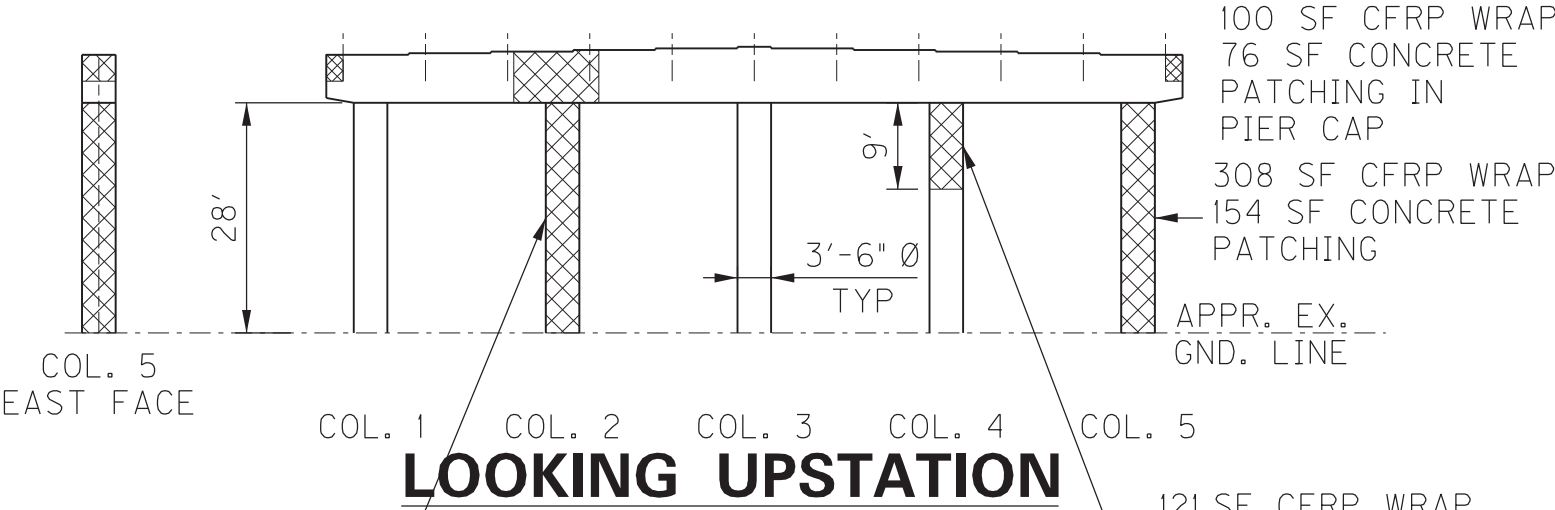
**PROPOSED SECTION – MEDIAN AT COMPRESSION JOINT
PIERS 2 AND 5**

- A** CLEAN AND LEAVE EXISTING REINFORCEMENT IN PLACE.
- B** USE AN APPROVED STRIP SEAL JOINT SYSTEM. SEE STD. DWG. BJE-005 AND BJE-006 FOR ADDITIONAL DETAILS. THE JOINT OPENING IS 2 1/2" @ 60°F.



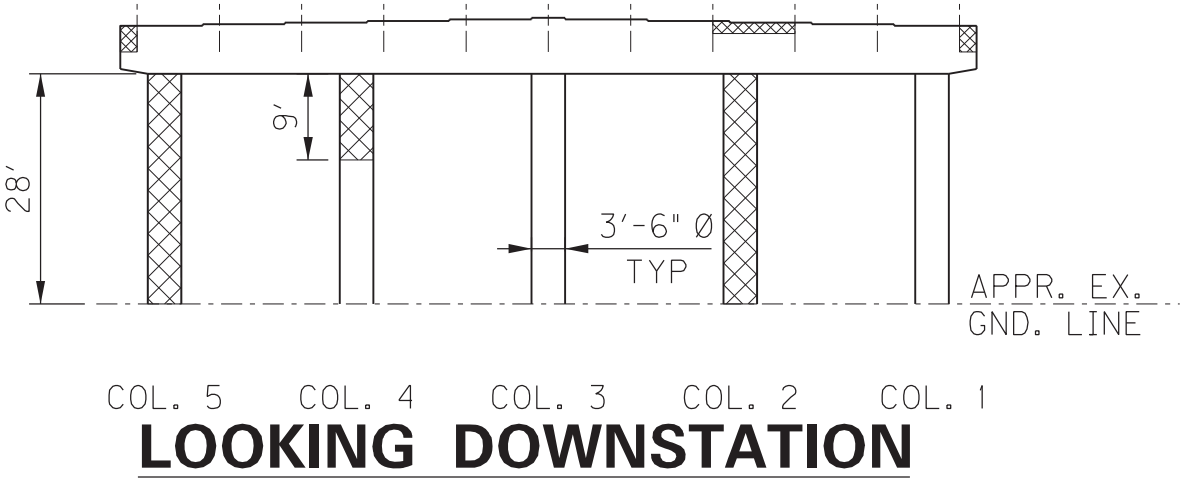
SECTION THRU PARAPET
(TYP. FOR BARRIER WALLS)

CONCRETE COATING SHALL BE APPLIED TO THE HORIZONTAL AND VERTICAL
FACES OF THE PIER CAP FROM THE TOP OF CAP TO 1 FT. BELOW THE
LOW SEAT. ALL WORK SHALL BE IN ACCORDANCE WITH THE SPECIAL NOTE
FOR BRIDGE CLEANING AND PREVENTIVE MAINTENANCE.



308 SF CFRP WRAP
154 SF CONCRETE PATCHING

121 SF CFRP WRAP
50 SF CONCRETE PATCHING



PERFORM ALL WORK IN ACCORDANCE WITH
THE SPECIAL NOTE FOR CONCRETE PATCHING
AND THE SPECIAL NOTE FOR STRUCTURES
WITH FIBER REINFORCED POLYMER WRAP

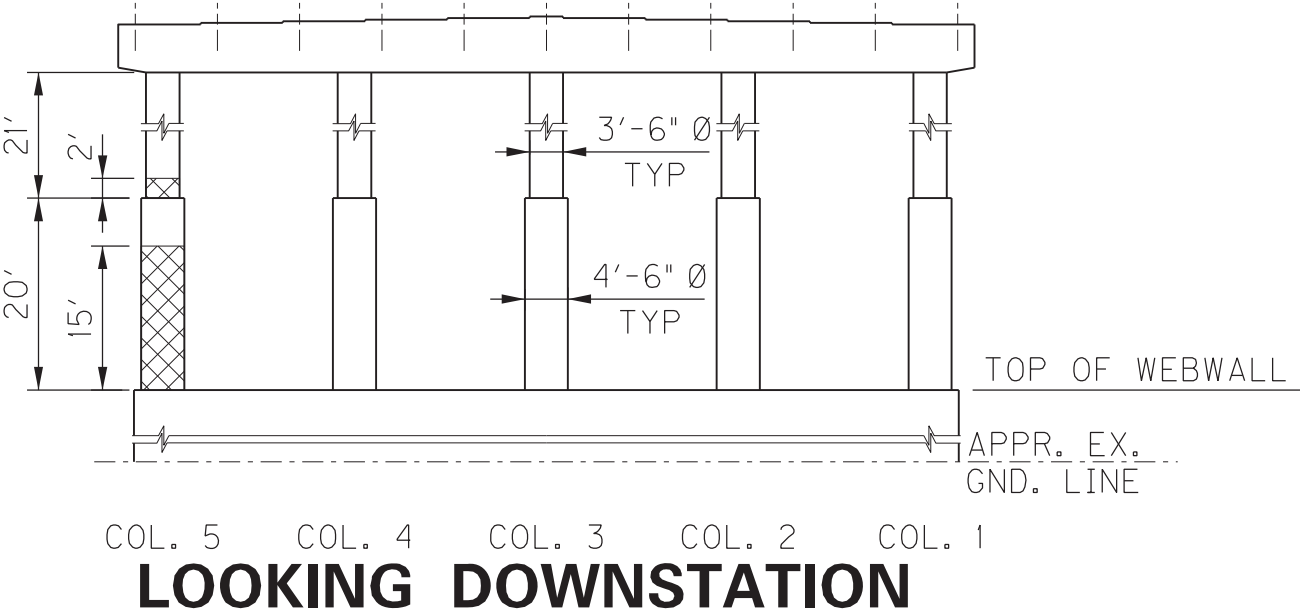
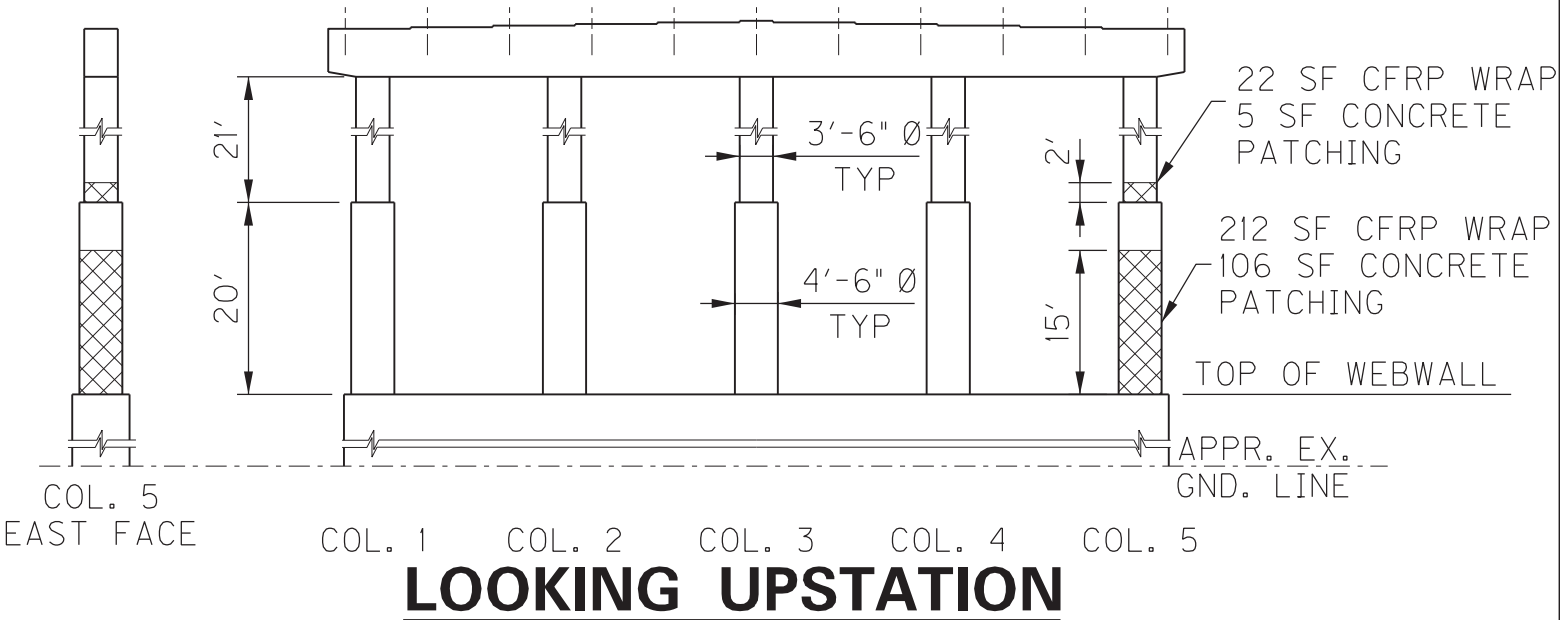


DENOTES APPROXIMATE AREAS
FOR PATCHING AND FIBER
REINFORCED POLYMER WRAP

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2025



098B00151N
PIKE COUNTY, KENTUCKY
REPAIR PLANS
PIER 2



PERFORM ALL WORK IN ACCORDANCE WITH
THE SPECIAL NOTE FOR CONCRETE PATCHING
AND THE SPECIAL NOTE FOR STRUCTURES
WITH FIBER REINFORCED POLYMER WRAP

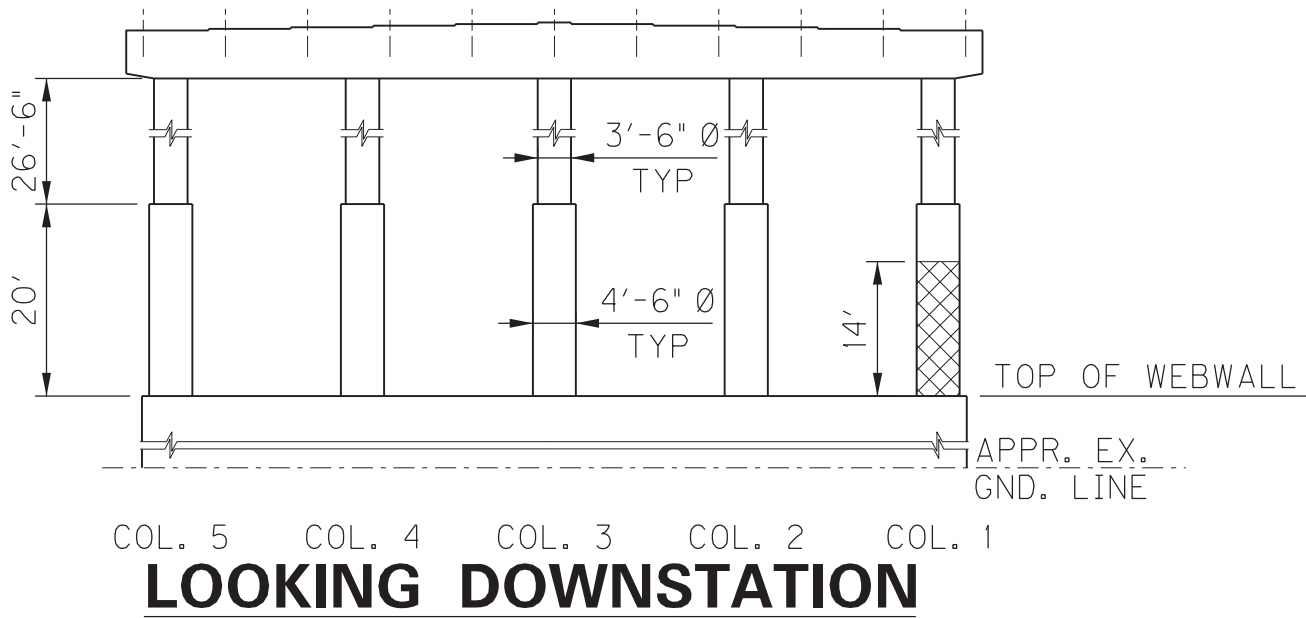
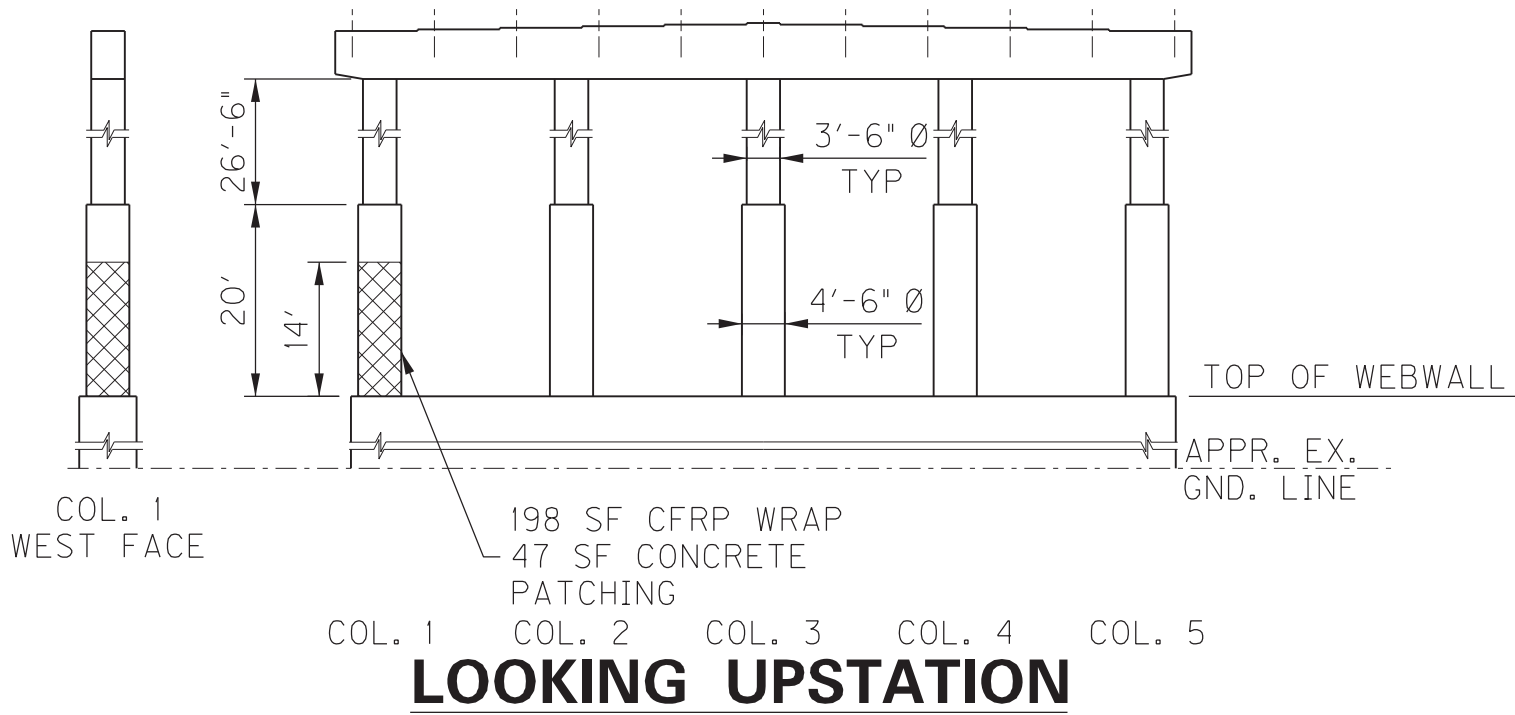


DENOTES APPROXIMATE AREAS
FOR PATCHING AND FIBER
REINFORCED POLYMER WRAP

JUNE
2025



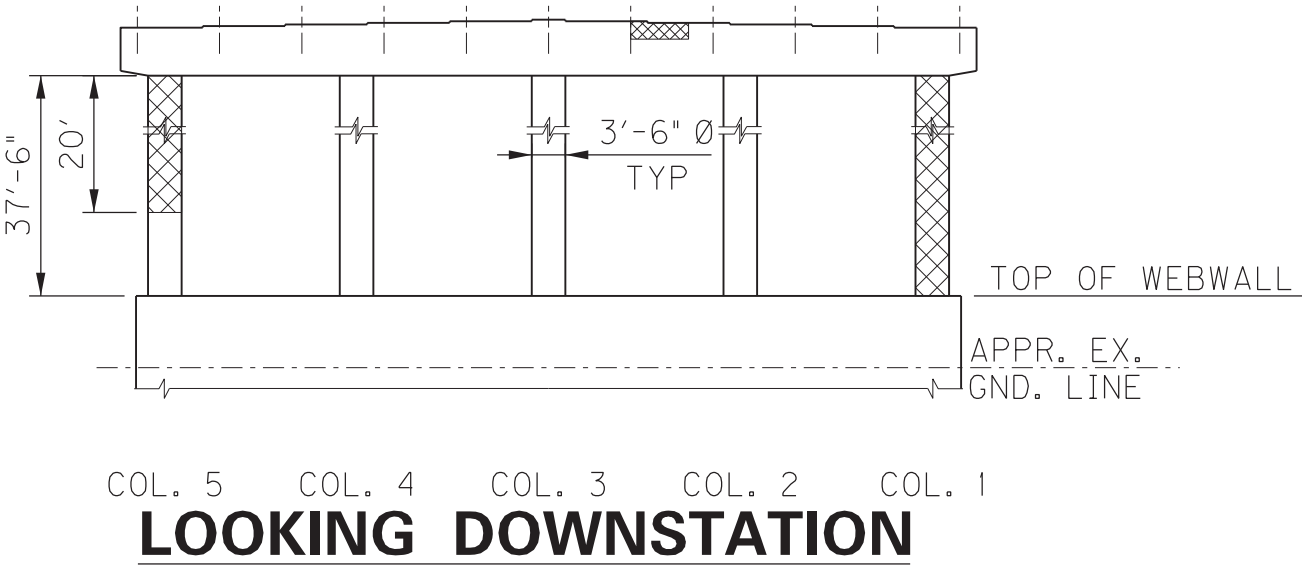
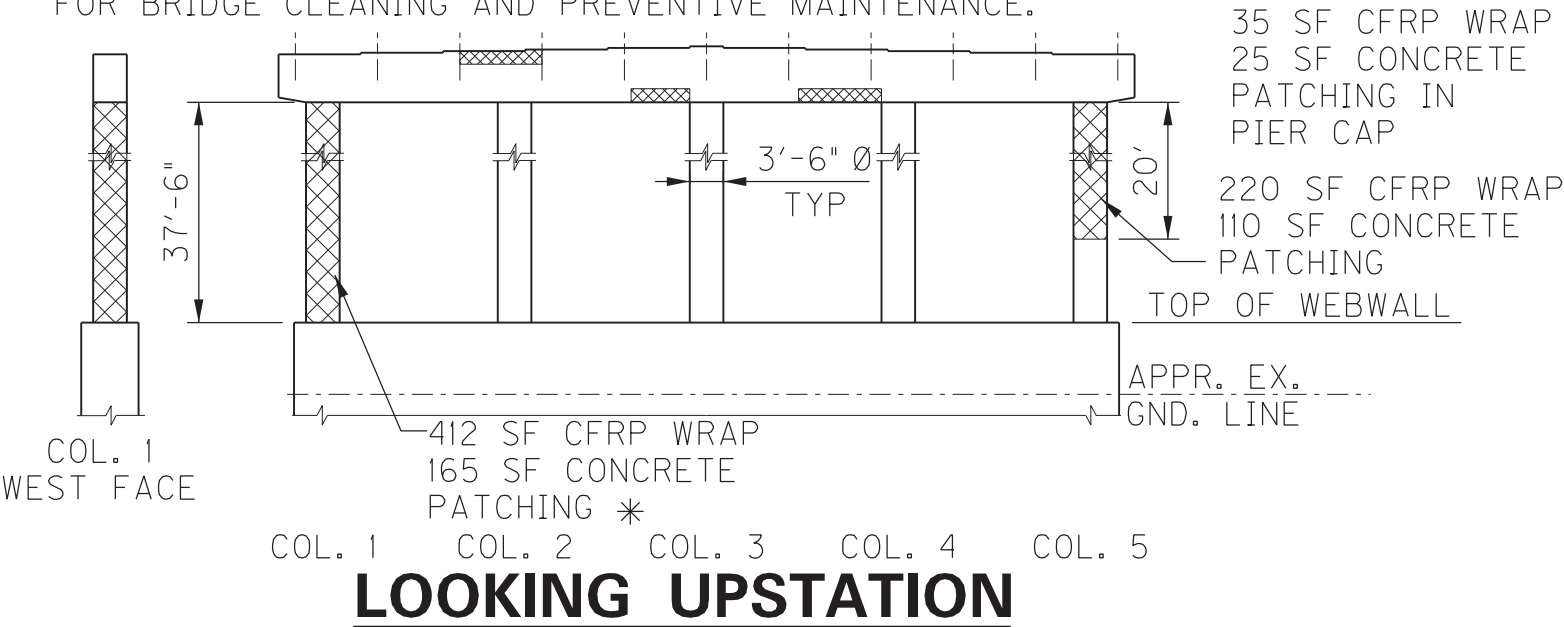
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PIKE COUNTY, KENTUCKY
REPAIR PLANS
PIER 3



PERFORM ALL WORK IN ACCORDANCE WITH THE SPECIAL NOTE FOR CONCRETE PATCHING AND THE SPECIAL NOTE FOR STRUCTURES WITH FIBER REINFORCED POLYMER WRAP

 DENOTES APPROXIMATE AREAS FOR PATCHING AND FIBER REINFORCED POLYMER WRAP

CONCRETE COATING SHALL BE APPLIED TO THE HORIZONTAL AND VERTICAL
FACES OF THE PIER CAP FROM THE TOP OF CAP TO 1FT. BELOW THE
LOW SEAT. ALL WORK SHALL BE IN ACCORDANCE WITH THE SPECIAL NOTE
FOR BRIDGE CLEANING AND PREVENTIVE MAINTENANCE.



PERFORM ALL WORK IN ACCORDANCE WITH
THE SPECIAL NOTE FOR CONCRETE PATCHING
AND THE SPECIAL NOTE FOR STRUCTURES
WITH FIBER REINFORCED POLYMER WRAP

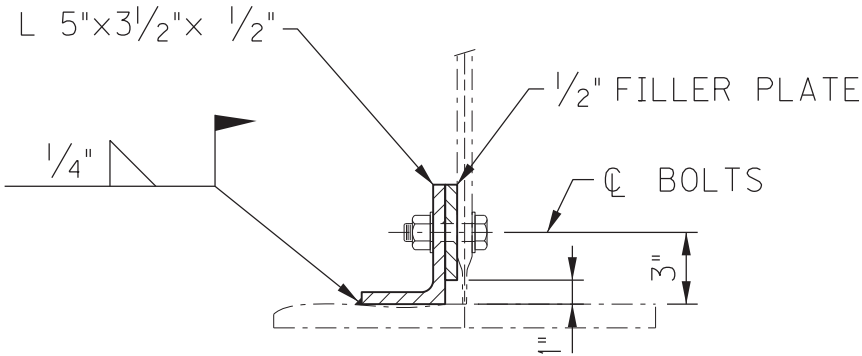
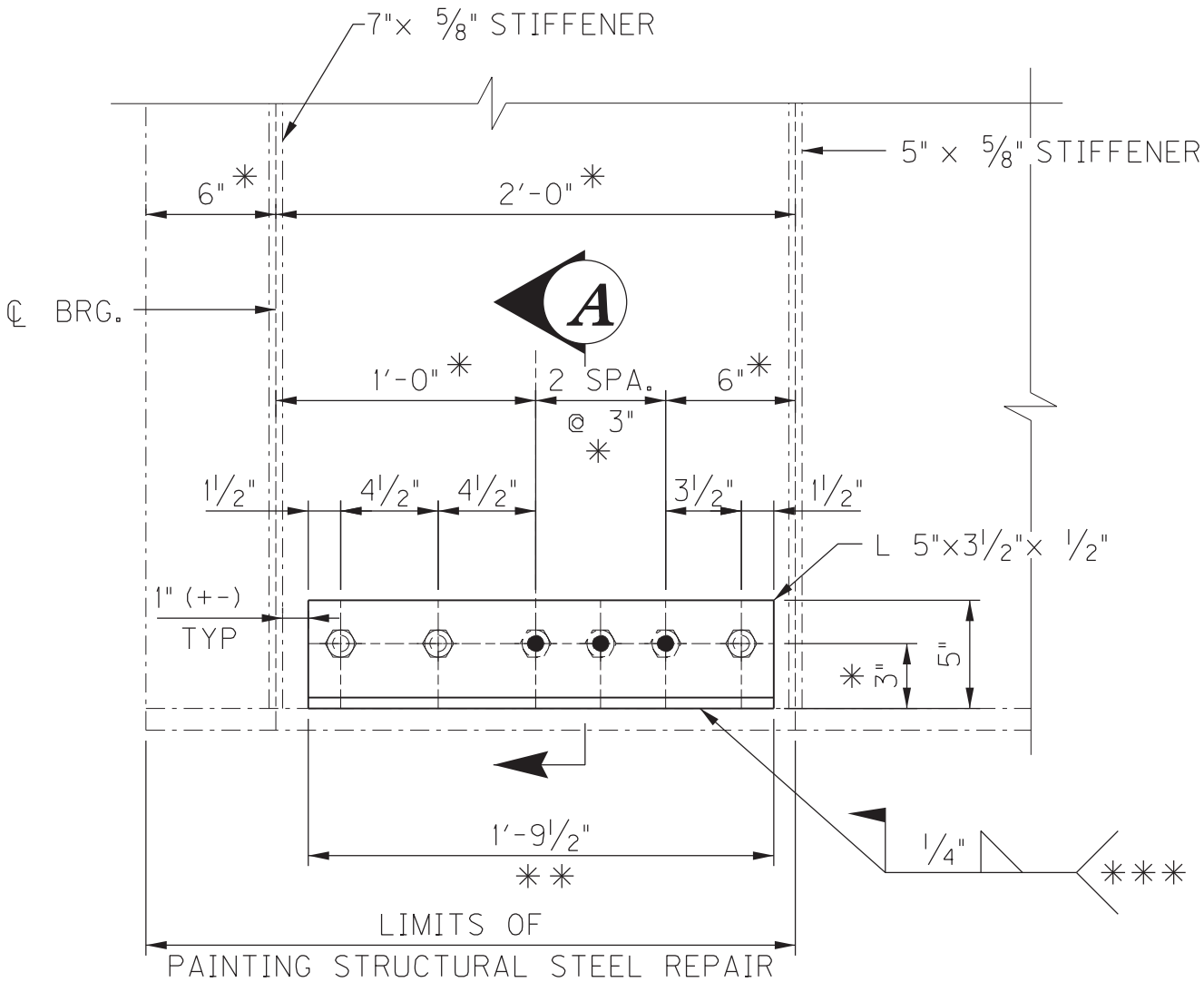


DENOTES APPROXIMATE AREAS
FOR PATCHING AND FIBER
REINFORCED POLYMER WRAP

JUNE
2025

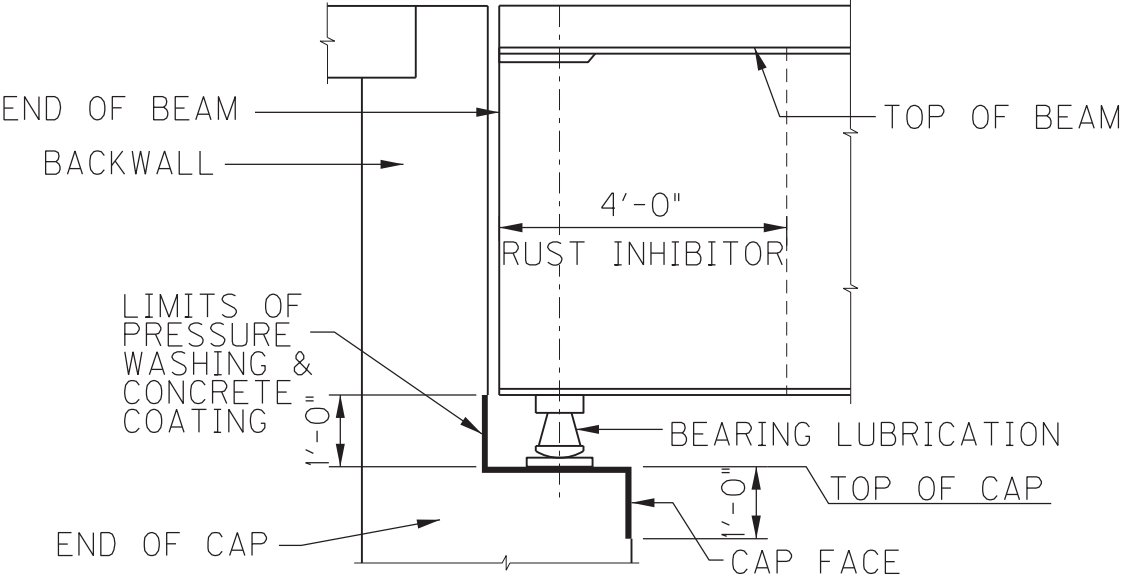


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PIKE COUNTY, KENTUCKY
REPAIR PLANS
PIER 5

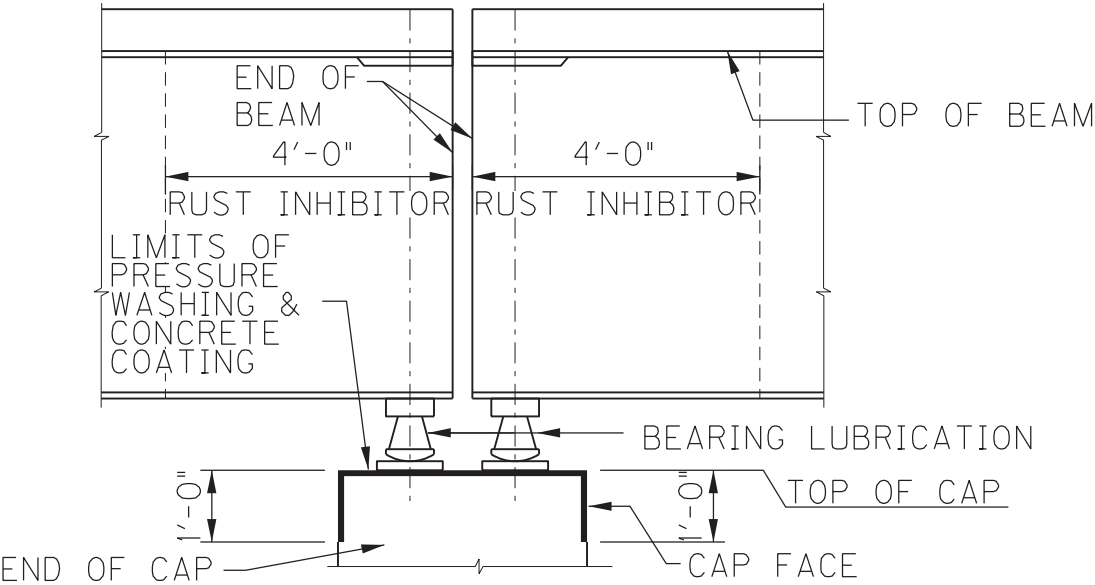


SECTION "A"

- PROPOSED 3/4" BOLT WITH 15/16" OVERSIZED HOLE
- REMOVE AND REPLACE EXISTING LATERAL BRACING BOLT IN KIND
- * FIELD VERIFY
- ** BASED ON 2'-0" BETWEEN CL OF STIFFENERS
- *** WELD BOTTOM FLANGE OF ANGLE TO BOTTOM FLANGE OF BEAM



**SECTION THRU ABUTMENTS
(ABUTMENT 1 AND ABUTMENT 6)**



**SECTION THRU PIER CAP
(PIER 2 AND PIER 5)**

NOTE: THE ENTIRE LENGTH OF THE TOP, FACE, AND ENDS OF THE PIER / ABUTMENT CAPS AND THE FRONT FACE OF ABUTMENT BACKWALL SHALL HAVE DEBRIS REMOVED AND BE PRESSURE WASHED PRIOR TO CONCRETE COATING. CONCRETE COATING SHALL BE APPLIED AS SPECIFIED WITHIN THE LIMITS SHOWN. APPLY RUST INHIBITOR TO BEAMS AND LUBRICATE BEARINGS AS SPECIFIED. EXTENT OF RUST INHIBITOR MAY BE EXPANDED AT THE DIRECTION OF THE ENGINEER. QUANTITIES ARE GIVEN BELOW.

TOTAL QUANTITIES:
REMOVE DEBRIS = 111 SQYD
PRESSURE WASHING = 194 SQYD
CONCRETE COATING = 194 SQYD

PHASING NOTES

PHASE 1

1. TRANSITION NORTHBOUND AND SOUTHBOUND TRAFFIC TO 1 (ONE) LANE IN EACH DIRECTION, AS SHOWN IN THE PLANS. SEE TTC-140-04 AND TTC-141-04 FOR REFERENCE.
2. SHIFT NORTHBOUND TRAFFIC LANE ACROSS FLUSH MEDIAN TO SOUTHBOUND LANES OF US 119 PRIOR TO REACHING BRIDGE ENDS. ALLOW A 50 FOOT BUFF ZONE BETWEEN THE END OF THE SHIFTING TAPERS AND BRIDGE ENDS.
3. SHIFT NORTHBOUND LANES THROUGH THE INTERSECTION, AS SHOWN IN THE PLANS, TO THE NORTHBOUND SIDE OF US 119.
4. TRANSITION SOUTHBOUND AND NORTHBOUND LANES BACK TO 2 (TWO) LANES IN EACH DIRECTION.

PHASE 2

1. TRANSITION NORTHBOUND AND SOUTHBOUND TRAFFIC TO 1 (ONE) LANE IN EACH DIRECTION, AS SHOWN IN THE PLANS. SEE TTC-140-04 AND TTC-141-04 FOR REFERENCE.
2. SHIFT SOUTHBOUND TRAFFIC LANE THROUGH THE INTERSECTION TO THE NORTHBOUND LANES OF US 119 PRIOR TO REACHING BRIDGE ENDS. ALLOW A 50 FOOT BUFF ZONE BETWEEN THE END OF THE SHIFTING TAPERS AND BRIDGE ENDS.
3. SHIFT SOUTHTHBOUND TRAFFIC LANE ACROSS THE FLUSH MEDIAN TO SOUTHBOUND LANES OF US 119 AFTER CROSSING THE BRIDGE END. ALLOW A 50 FOOT BUFF ZONE BETWEEN THE END OF THE SHIFTING TAPERS AND BRIDGE ENDS.
4. TRANSITION SOUTHBOUND AND NORTHBOUND LANES BACK TO 2 (TWO) LANES IN EACH DIRECTION.

PHASE 3

1. REMOVE ALL TEMPORARY TRAFFIC CONTROL ITEMS AND OPEN ALL LANES TO TRAFFIC.

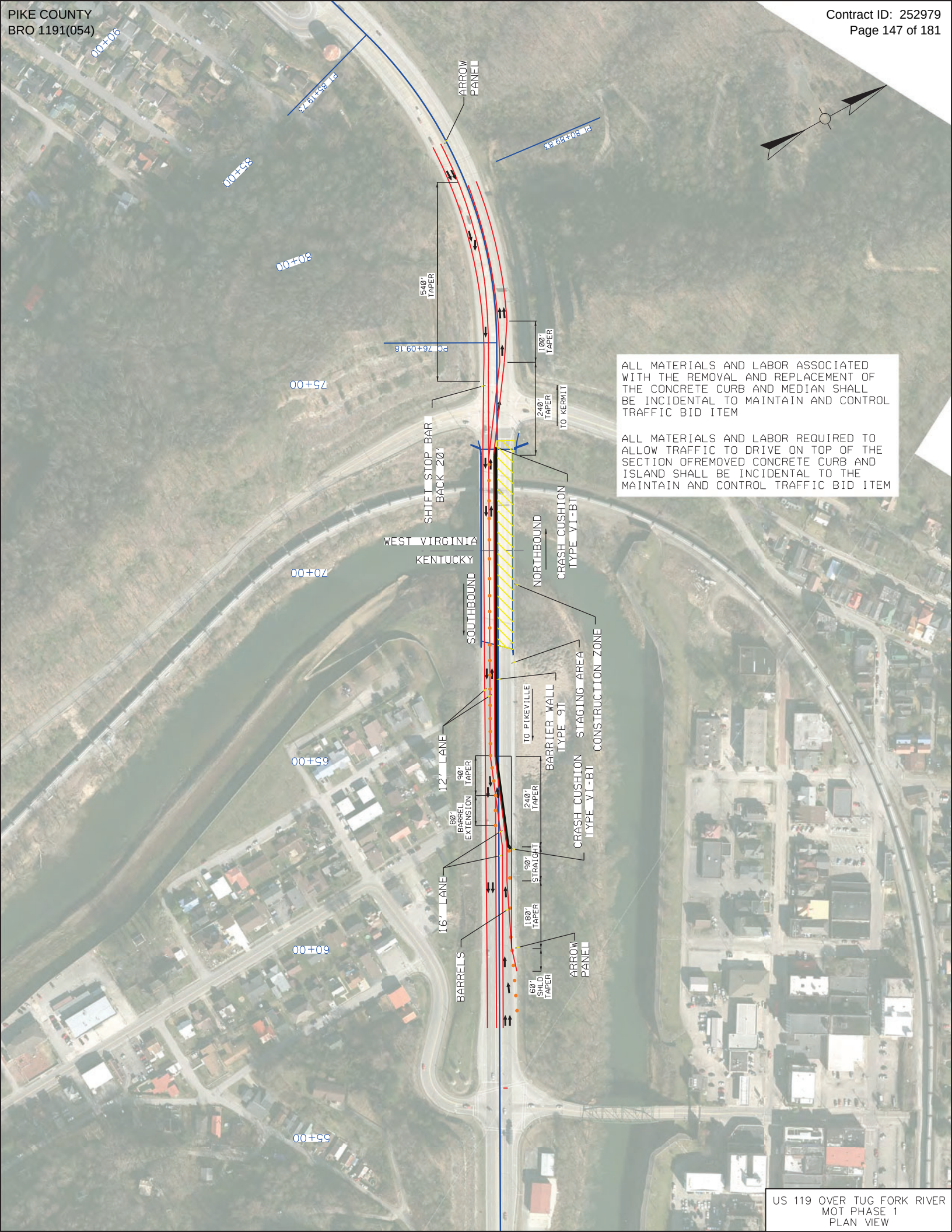
GENERAL NOTES

1. TRAFFIC SHALL BE MAINTAINED IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND THE STANDARD DRAWINGS, CURRENT EDITIONS.
2. 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" AS SET FORTH IN THE CURRENT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION UNLESS OTHERWISE PROVIDED FOR IN THESE NOTES. THE LUMP SUM BID TO "MAINTAIN AND CONTROL TRAFFIC" SHALL ALSO INCLUDE, BUT IS NOT LIMITED TO, THE FOLLOWING ITEMS AND OPERATIONS:
 - A. ALL GRADING AND NECESSARY DRAINAGE (UNLESS A BID ITEM FOR DETOUR CONSTRUCTION IS INCLUDED) FOR THE TEMPORARY ROADWAY AND REMOVAL THEREOF, WHEN IT IS NO LONGER NEEDED. IF A BID ITEM FOR DETOUR CONSTRUCTION OR CROSSOVER IS INCLUDED, GRADING AND DRAINAGE WILL BE PAID FOR IN THE BID ITEM "DETOUR CONSTRUCTION" OR "CROSSOVER".
 - B. ALL LABOR AND MATERIALS NECESSARY FOR CONSTRUCTION AND MAINTENANCE OF TRAFFIC CONTROL DEVICES AND MARKINGS.
 - C. ALL FLAGPERSONS AND TRAFFIC CONTROL DEVICES SUCH AS, BUT NOT LIMITED TO, FLASHERS, SIGNS BARRICADES AND VERTICAL PANELS, PLASTIC DRUMS (STEEL DRUMS WILL NOT BE PERMITTED) AND CONES NECESSARY FOR THE CONTROL AND PROTECTION OF VEHICULAR AND PEDESTRIAN TRAFFIC AS SPECIFIED IN THESE NOTES, THE PLANS, THE MUTCD OR THE ENGINEER.
3. ANY TEMPORARY TRAFFIC CONTROL ITEMS, DEVICES, MATERIALS AND INCIDENTALS SHALL REMAIN THE PROPERTY OF THE CONTRACTOR WHEN NO LONGER NEEDED.
4. DURING PHASE 1 AND PHASE 2 OF CONSTRUCTION, THE CONTRACTOR SHALL FOLLOW THE PHASING NOTES AS DESCRIBED IN THIS PLAN. DURING THE REMAINDER OF THE CONSTRUCTION, THE CONTRACTOR SHALL BE ALLOWED TO UTILIZE TO UTILIZE SINGLE LANE OR SHOULDER CLOSURES AS DESIRED. THE CONTRACTOR SHALL SUBMIT TRAFFIC CONTROL PLANS TO THE ENGINEER FOR APPROVAL. PAYMENT FOR ANY SINGLE LANE OR SHOULDER CLOSURES SHALL BE CONSIDERED INCIDENTAL TO THE MAINTENANCE OF TRAFFIC.
5. THE CONTRACTOR SHALL COMPLETELY COVER ANY SIGNS, EITHER EXISTING, PERMANENT OR TEMPORARY, WHICH DO NOT PROPERLY APPLY TO THE CURRENT TRAFFIC PHASING, AND SHALL MAINTAIN THE COVERING UNTIL THE SIGNS ARE APPLICABLE OR ARE REMOVED.
6. IN GENERAL, ALL TRAFFIC CONTROL DEVICES SHALL BE PLACED STARTING AND PROCEEDING IN THE DIRECTION OF THE FLOW OF TRAFFIC AND REMOVED STARTING AND PROCEEDING IN THE DIRECTION OPPOSITE THE FLOW OF TRAFFIC.
7. THE ENGINEER AND THE CONTRACTOR, OR THEIR AUTHORIZED REPRESENTATIVES, SHALL REVIEW THE SIGNING BEFORE TRAFFIC IS ALLOWED TO USE ANY LANE CLOSURES, CROSSOVERS OR DETOURS. ALL SIGNING SHALL BE APPROVED BY THE ENGINEER BEFORE WORK CAN BE STARTED BY THE CONTRACTOR.
8. IF THE CONTRACTOR DESIRES TO DEVIATE FROM THE TRAFFIC CONTROL SCHEME AND CONSTRUCTION SCHEDULE OUTLINED IN THESE PLANS AND THIS PROPOSAL, HE SHALL PREPARE AN ALTERNATE PLAN AND PRESENT IT IN WRITING TO THE ENGINEER. THIS ALTERNATE PLAN CAN BE USED ONLY AFTER REVIEW AND APPROVAL OF THE DIVISIONS OF TRAFFIC, DESIGN AND CONSTRUCTION, AND THE FEDERAL HIGHWAY ADMINISTRATION, WHERE APPLICABLE, ALTERNATE MAINTENANCE OF TRAFFIC SCHEMES WILL NOT BE SUBJECT TO VALUE ENGINEERING UNDER SECTION 111.
9. IF TRAFFIC SHOULD BE STOPPED DUE TO CONSTRUCTION OPERATIONS AND AN EMERGENCY VEHICLE ON AN OFFICIAL EMERGENCY RUN ARRIVES AT THE SCENE, THE CONTRACTOR SHALL MAKE THE PROVISIONS FOR THE PASSAGE OF THAT VEHICLE AS QUICKLY AS POSSIBLE.
10. THE CONTRACTOR SHALL COORDINATE WITH THE WVDOT AND/OR THE OWNER OF THE TRAFFIC SIGNAL AT THE INTERSECTION OF US 119 AND W 3RD AVE/S BEN STREET TO ADJUST SIGNAL TIMING AS NEEDED DURING CONSTRUCTION WHEN TRAFFIC LANES DO NOT ALIGN WITH SIGNAL DETECTORS.

MAINTENANCE OF TRAFFIC NOTES

GENERAL NOTES

11. THE CONTRACTOR SHALL REPAIR AND/OR UPGRADE PAVEMENT ALONG AND ACROSS EXISTING ROADS WHERE CONSTRUCTION TRAFFIC CROSSES. ACCESS TO ALL PUBLIC ROADS TO BE MAINTAINED EXCEPT AS INDICATED IN THE MAINTENANCE OF TRAFFIC NOTES.
12. THE CONTRACTOR MUST NOTIFY THE DISTRICT PUBLIC INFORMATION OFFICER (PIO) AT KYTC DISTRICT 12 (OFFICE) WITHIN THE FOLLOWING TIME FRAMES OF PENDING CHANGES IN THEIR WORK SCHEDULE WHICH WILL AFFECT TRAFFIC PATTERNS:
- A.) AT LEAST FOURTEEN (14) DAYS PRIOR TO BEGINNING CONSTRUCTION
13. A PAVEMENT EDGE THAT TRAFFIC IS EXPECTED TO CROSS IN A LANE CHANGE SITUATION SHALL NOT HAVE AN ELEVATION DIFFERENCE GREATER THAN 1 1/2 INCHES. THIS MAY BE INCREASED TO 2 INCHES FOR LOW SPEED SITUATIONS. WARNING SIGNS SHALL BE PLACED IN ADVANCE AND THROUGHOUT THE DROP-OFF AREA WHEN DROP-OFFS ARE GREATER THAN 1/2 INCH. MODIFICATIONS WILL BE AS DIRECTED BY THE ENGINEER.
- PAVEMENT EDGES THAT TRAFFIC IS NOT EXPECTED TO CROSS SHALL BE TREATED AS FOLLOWS; OR, AS DIRECTED BY THE ENGINEER:
- 4 INCHES AND LESS - PLASTIC DRUMS, VERTICAL PANELS, OR BARRICADES SHALL BE PLACED EVERY 40 FEET. CONES MAY BE USED IN PLACE OF PLASTIC DRUMS, VERTICAL PANELS, AND BARRICADES DURING DAYLIGHT HOURS. SPACING FOR TAPERS SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
- GREATER THAN 4 INCHES - POSITIVE SEPARATION NEEDED OR WEDGE WITH 3:1 OR FLATTER SLOPE. IF THERE IS 8 FEET OR MORE DISTANCE BETWEEN THE EDGE OF PAVEMENT AND DROP-OFF, PLASTIC DRUMS, VERTICAL PANELS OR BARRICADES MAY BE USED. IF CONCRETE BARRIERS ARE USED, SPECIAL REFLECTIVE DEVICES OR STEADY BURN LIGHTS SHALL BE USED FOR OVERNIGHT INSTALLATIONS.
- FOR TEMPORARY CONDITIONS, DROP-OFFS 4 INCHES AND GREATER MAY BE PROTECTED WITH PLASTIC DRUMS, VERTICAL PANELS, OR BARRICADES FOR SHORT DISTANCES WHILE WORK IS BEING DONE IN THE DROP-OFF AREA IF THERE IS 8 FEET OR MORE OF SEPARATION BETWEEN DROP OFF AND TRAVELED WAY.
- LESSER TREATMENT THAN THOSE DESCRIBED ABOVE MAY BE CONSIDER FOR LOW-VOLUME LOCAL STREETS
14. KYTC DISTRICT 12 PUBLIC INFORMATION OFFICER (PIO) WILL INFORM THE MOTORING PUBLIC AND AREA STAKEHOLDERS OF PROJECT INFORMATION INCLUDING MAINTENANCE OF TRAFFIC. THE DISTRICT PUBLIC INFORMATION OFFICER WILL COORDINATE AND DISSEMINATE TO STAKEHOLDER AND THE MEDIA APPROPRIATE INFORMATION REGARDING THE CONSTRUCTION PLANS. PRIOR TO CONSTRUCTION, SIGNS SHALL BE IN PLACE PER APPLICABLE STANDARD DRAWINGS AND/OR AS DIRECTED BY THE ENGINEER OVER THE PROJECT LIMITS.
15. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND KYTC DISTRICT 12 A MINIMUM OF SEVEN DAYS ADVANCED OF ANY CHANGE IN TRAFFIC PATTERNS.
16. TEMPORARY AND EXISTING MARKINGS THAT DO NOT CONFORM TO THE TRAFFIC OPERATION IN USE SHALL BE WATER BLASTED BY AN APPROVED METHOD SATISFACTORY TO THE ENGINEER. GRINDING IS NOT AN ACCEPTABLE ALTERNATE FOR STRIPING REMOVAL ON EXISTING PORTLAND CEMENT CONCRETE PAVEMENT. THIS IS INCIDENTAL TO MAINTENANCE OF TRAFFIC.
17. DATES AND TIMES FOR HOLIDAYS AND SPECIAL EVENTS WHEN ROAD CLOSURES, LANE CLOSURES AND BLASTING WILL NOT BE ALLOWED ON DATES LISTED IN SECTION 101 OF KY STANDARD SPECIFICATIONS.
- FUTURE HOLIDAY DATES SHALL BE DETERMINED BY THE DEPARTMENT IF NECESSARY, COMPARABLE TO ABOVE DATES. THE ABOVE DATES ARE SUBJECT TO CHANGE IF THE DEPARTMENT DEEMS NECESSARY.
18. THE CONTRACTOR SHALL MAINTAIN SERVICE TO ALL LIGHTING FOR THE DURATION OF THE PROJECT. SWITCH OVER TO NEW PROPOSED LIGHTING SHOULD BE DONE DURING DAYLIGHT HOURS. IF THE CONTRACTOR INTERRUPTS POWER TO THE LIGHTING, SYSTEM REPAIRS SHALL EXPEDITED TO THE SYSTEM AS SOON AS POSSIBLE AT NO COST TO THE DEPARTMENT.
19. THE CONTRACTOR SHALL MAINTAIN A TWO-LANE TRAVEL WAY WITH A MINIMUM LANE WIDTH OF 11 FEET. HOWEVER, WHEN THE CONTRACTOR IS ACTIVELY WORKING ON SITE, ONE-LANE TRAFFIC MAY BE ALLOWED AT THE DISCRETION OF THE ENGINEER, PROVIDED ADEQUATE TRAFFIC CONTROL IS IN PLACE AT THE LOCATION. COMPLETE CLOSURE OF THE INTERSECTION WILL NOT BE PERMITTED AT ANY TIME.
20. CONCEPTS OF ALIGNMENTS AND PROFILES FOR DIVERSIONS ARE SHOWN FOR REFERENCE. THE CONTRACTOR MAY MODIFY AS APPROPRIATE WITH THE APPROVAL OF THE ENGINEER. A TYPICAL SECTION FOR DIVERSIONS HAS BEEN PROVIDED.

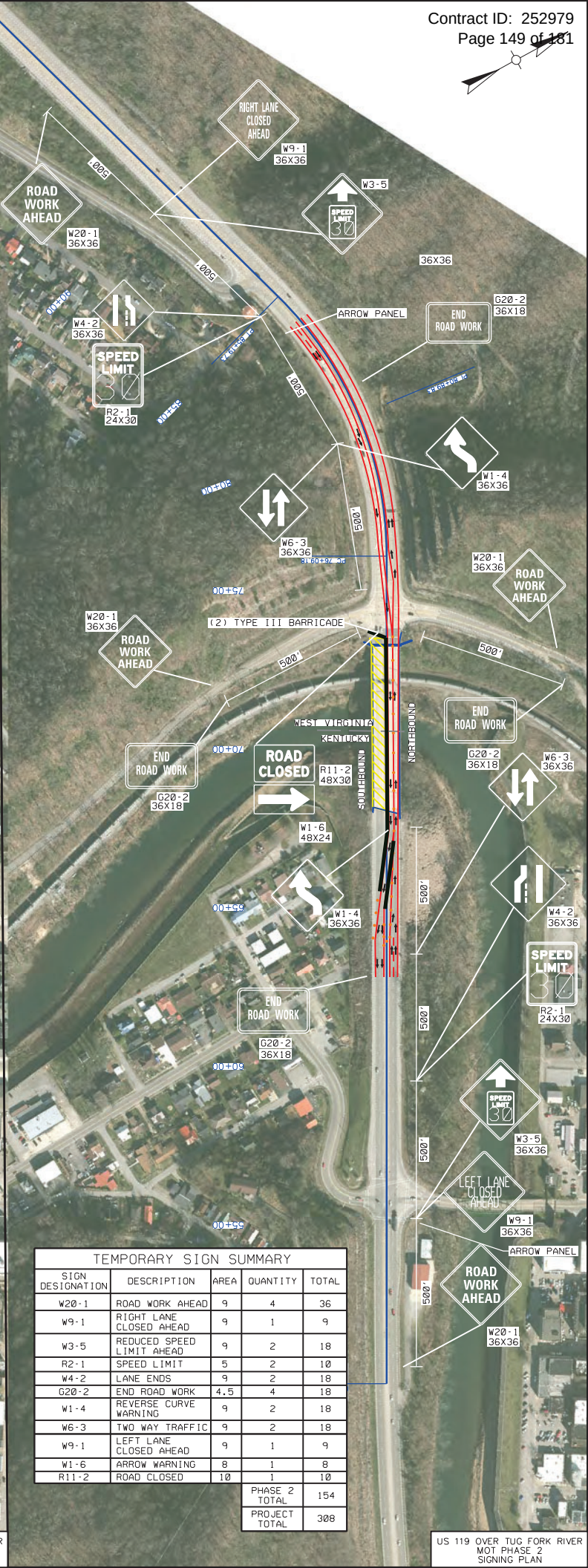
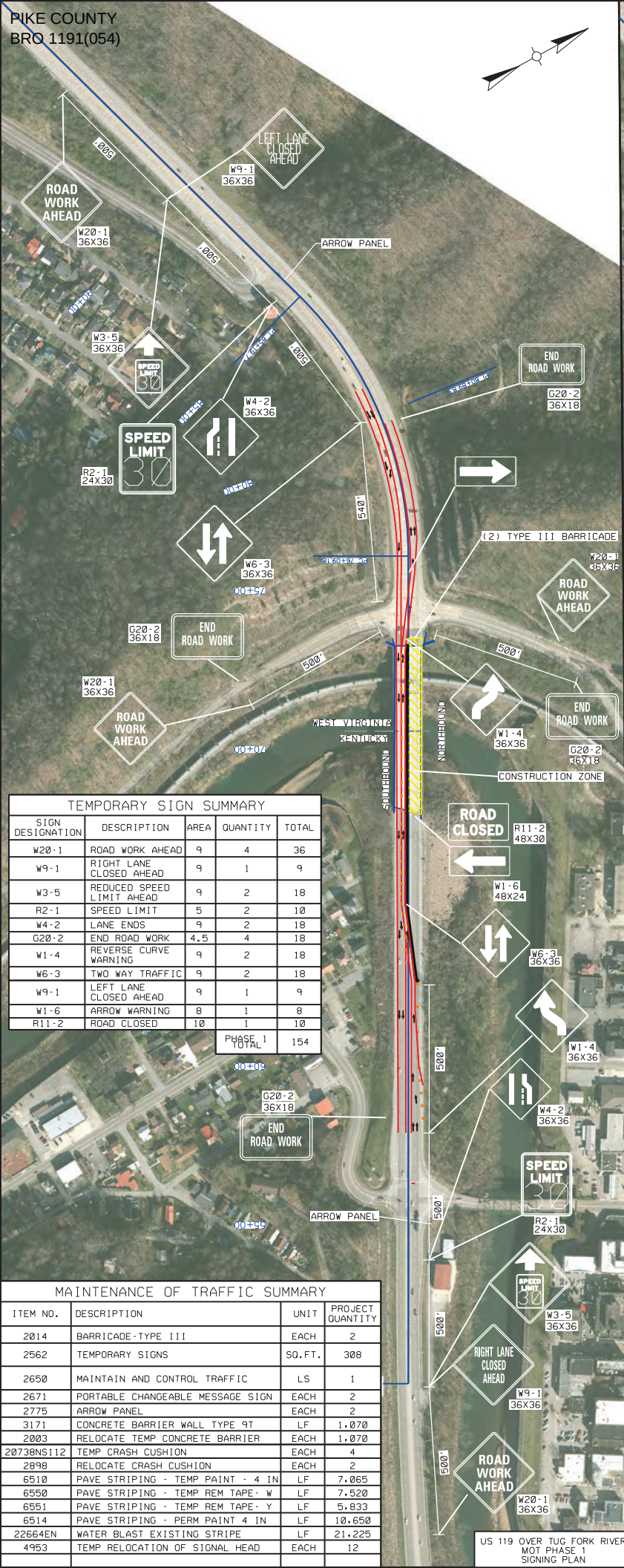


ALL MATERIALS AND LABOR ASSOCIATED WITH THE REMOVAL AND REPLACEMENT OF THE CONCRETE CURB AND MEDIAN SHALL BE INCIDENTAL TO MAINTAIN AND CONTROL TRAFFIC BID ITEM

ALL MATERIALS AND LABOR REQUIRED TO ALLOW TRAFFIC TO DRIVE ON TOP OF THE SECTION OF REMOVED CONCRETE CURB AND ISLAND SHALL BE INCIDENTAL TO THE MAINTAIN AND CONTROL TRAFFIC BID ITEM



US 119 OVER TUG FORK RIVER
MOT PHASE 2
PLAN VIEW



PART II

SPECIFICATIONS AND STANDARD DRAWINGS

STANDARD SPECIFICATIONS

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

SUPPLEMENTAL SPECIFICATIONS

The contractor shall use the Supplemental Specifications that are effective at the time of letting. The Supplemental Specifications can be found at the following link:
<http://transportation.ky.gov/Construction/Pages/Kentucky-Standard-Specifications.aspx>

PART III

EMPLOYMENT, WAGE AND RECORD REQUIREMENTS

FHWA-1273 – Revised October 23, 2023

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

8. Reasonable Accommodation for Applicants /

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

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

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

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

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

10. Assurances Required:

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

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

1. Minimum wages (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Withholding (29 CFR 5.5)

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

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

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

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

3. Records and certified payrolls (29 CFR 5.5)

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

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

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

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

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

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

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/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.

* * * * *

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

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

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

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

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

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

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

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

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

3. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

The Executive Branch Code of Ethics created by Kentucky Revised Statutes (KRS) Chapter 11A, effective July 14, 1992, establishes the ethical standards that govern the conduct of all executive branch employees. The Executive Branch Code of Ethics, which states, in part:

KRS 11A.040 (7) provides:

A present or former public servant listed in KRS 11A.010(9)(a) to (g) shall not, within one (1) year following termination of his or her 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 one (1) year, he or she personally refrains from working on any matter in which he was directly involved during the last thirty-six (36) months of his or her 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 to obtain private benefits.

If you have worked for the executive branch of state government within the past year, 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 105, Frankfort, Kentucky 40601; telephone (502) 564-7954.

Revised: March 11, 2025

"General Decision Number: KY20250107 01/03/2025

Superseded General Decision Number: KY20240107

State: Kentucky

Construction Type: Highway

Counties: Adair, Barren, Bell, Breathitt, Casey, Clay, Clinton, Cumberland, Estill, Floyd, Garrard, Green, Harlan, Hart, Jackson, Johnson, Knott, Knox, Laurel, Lawrence, Lee, Leslie, Letcher, Lincoln, Magoffin, Martin, McCreary, Menifee, Metcalfe, Monroe, Morgan, Owsley, Perry, Pike, Powell, Pulaski, Rockcastle, Russell, Taylor, Wayne, Whitley and Wolfe Counties in Kentucky.

HIGHWAY CONSTRUCTION PROJECTS

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:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 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 2025.
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:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

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

0

Publication Date

01/03/2025

SUKY2015-047 10/20/2015

	Rates	Fringes
BOILERMAKER.....	\$ 24.65	12.94
BRICKLAYER		
Bricklayer.....	\$ 22.90	8.50
Stone Mason.....	\$ 21.50	8.50
CARPENTER		
Carpenter.....	\$ 24.90	14.50
Piledriver.....	\$ 24.55	14.50
CEMENT MASON.....	\$ 21.25	8.50
ELECTRICIAN		
Electrician.....	\$ 29.36	10.55
Equipment Operator.....	\$ 26.90	10.31
Groundsman.....	\$ 17.79	8.51
Lineman.....	\$ 30.09	10.94

When workmen are required to work from bosum chairs, trusses, stacks, tanks, scaffolds, catwalks, radio and T.V. towers, structural steel (open, unprotected, unfloored raw steel), and bridges or similar hazardous locations where workmen are subject to fall, except where using JLG's and bucket trucks up to 75 feet: Add 25% to workman's base rate for 50 to 75 feet, and add 50% to workman's base rate for over 75 feet.

IRONWORKER.....	\$ 27.56	20.57
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LABORER

Group 1.....	\$ 21.80	12.36
Group 2.....	\$ 22.05	12.36
Group 3.....	\$ 22.10	12.36
Group 4.....	\$ 22.70	12.36
GROUP 1: Aging and Curing of Concrete (Any Mode or Method), Asbestos Abatement Worker, Asphalt Plant Laborers, Asphalt Laborers, Batch Truck Dumpers, Carpenter Tenders, Cement Mason Tenders, Cleaning of Machines, Concrete Laborers, Demolition Laborers, Dredging Laborers, Drill Tender, Environmental Laborer - Nuclear, Radiation, Toxic and Hazardous Waste - Level D, Flagmen, Grade Checkers, All Hand Digging and Hand Back Filling, Highway Marker Placers, Landscaping Laborers, Mesh Handlers and Placers, Puddler, Railroad Laborers, Rip-rap and Grouters, Right of Way Laborers, Sign, Guard Rail and Fence Installers (All Types), Signalmen, Sound Barrier Installer, Storm and Sanitary Sewer Laborers, Swampers, Truck Spotters and Dumpers, Wrecking of Concrete Forms, General Cleanup		
GROUP 2: Batter Board Men (Sanitary and Storm Sewer), Brickmason Tenders, Mortar Mixer Operator, Scaffold Builders, Burner and Welder, Bushammers, Chain Saw Operator, Concrete Saw Operators, Deckhand Scow Man, Dry Cement Handlers, Environmental Laborers - Nuclear, Radiation, Toxic and Hazardous Waste - Level C, Forklift Operators for Masonry, Form Setters, Green Concrete Cutting, Hand Operated Grouter and Grinder Machine Operator, Jack Hammers, Lead Paint Abatement, Pavement Breakers, Paving Joint Machine, Pipe		

Layers - Laser Operators (Non-metallic), Plastic Pipe Fusion, Power Driven Georgia Buggy and Wheel Barrow, Power Post Hole Diggers, Precast Manhole Setters, Walk-behind Tampers, Walk-behind Trenchers, Sand Blasters, Concrete Chippers, Surface Grinders, Vibrator Operators, Wagon Drillers

GROUP 3: Air Track Driller (All Types), Asphalt Luteman and Rakers, Gunnite Nozzleman, Gunnite Operators and Mixers, Grout Pump Operator, Powderman and Blaster, Side Rail Setters, Rail Paved Ditches, Screw Operators, Tunnel Laborers (Free Air), Water Blasters

GROUP 4: Caisson Workers (Free Air), Cement Finishers, Environmental Laborer - Nuclear, Radiation, Toxic and Hazardous Waste - Level A and B, miners and Drillers (Free Air), Tunnel Blasters, and Tunnel Mockers (Free Air), Directional and Horizontal Boring, Air Track Drillers (All Types), Powder Man and Blasters, Troxler and Concrete Tester if Laborer is Utilized

PAINTER

All Excluding Bridges.....	\$ 19.92	9.57
Bridges.....	\$ 23.92	10.07

PLUMBER.....	\$ 22.52	7.80
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POWER EQUIPMENT OPERATOR:

Group 1.....	\$ 29.95	14.40
Group 2.....	\$ 29.95	14.40
Group 3.....	\$ 27.26	14.40
Group 4.....	\$ 26.96	14.40

GROUP 1: Auto Patrol, Batch Plant, Bituminous Paver, Cable-Way, Clamshell, Concrete Mixer (21 cu ft or over), Concrete Pump, Crane, Crusher Plant, Derrick, Derrick Boat, Ditching and Trenching Machine, Dragline, Dredge Engineer, Elevator (regardless of ownership when used for hoisting any building material), Elevating Grader and all types of Loaders, Hoe-type Machine, Hoisting Engine, Locomotive, LeTourneau or Carry-all Scoop, Bulldozer, Mechanic, Orangepeel Bucket, Piledriver, Power Blade, Roller (Bituminous), Roller (Earth), Roller (Rock), Scarifier, Shovel, Tractor Shovel, Truck Crane, Well Point, Winch Truck, Push Dozer, Grout Pump, High Lift, Fork Lift (regardless of lift height), all types of Boom Cats, Multiple Operator, Core Drill, Tow or Push Boat, A-Frame Winch Truck, Concrete Paver, Grade-All, Hoist, Hyster, Material Pump, Pumpcrete, Ross Carrier, Sheepfoot, Sideboom, Throttle-Valve Man, Rotary Drill, Power Generator, Mucking Machine, Rock Spreader attached to Equipment, Scoopmobile, KeCal Loader, Tower Cranes, (French, German and other types), Hydrocrane, Tugger, Backfiller Gurries, Self-propelled Compactor, Self-Contained Hydraulic Percussion Drill

GROUP 2: All Air Compressors (200 cu ft/min or greater), Bituminous Mixer, Concrete Mixer (21 cu. ft. or over), Welding Machine, Form Grader, Tractor (50 hp and over), Bull Float, Finish Machine, Outboard Motor Boat, Brakeman, Mechanic Tender, Whirly Oiler, Tract-air, Road Widening Trencher, Articulating Trucks

GROUP 3: Greaser on Grease Facilities servicing Heavy Equipment

GROUP 4: Bituminous Distributor, Cement Gun, Conveyor, Mud Jack, Paving Joint Machine, Pump, Tamping Machine, Tractor (under 50 hp), Vibrator, Oiler, Air Compressor (under 200 cu ft per minute), Concrete Saw, Burlap and Curing Machine, Hydro Seeder, Power Form Handling Equipment, Deckhand Oiler, Hydraulic Post Driver

SHEET METAL WORKER.....	\$ 20.40	7.80
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TRUCK DRIVER

Driver (3 Tons and Over), Driver (Truck Mounted Rotary Drill).....\$ 23.74	14.50
Driver (3 Tons and Under), Tire Changer and Truck Mechanic Tender.....\$ 23.53	14.50
Driver (Semi-Trailer or Pole Trailer), Driver (Dump Truck, Tandem Axle), Driver of Distributor.....\$ 23.40	14.50
Driver on Mixer Trucks (All Types).....\$ 23.45	14.50
Driver on Pavement Breakers.\$ 23.55	14.50
Driver, Euclid and Other Heavy Earth Moving Equipment and Low Boy.....\$ 24.31	14.50
Driver, Winch Truck and A- Frame when used in Transporting Materials.....\$ 23.30	14.50
Greaser on Greasing Facilities.....\$ 24.40	14.50
Truck Mechanic.....\$ 23.50	14.50
Truck Tender and Warehouseman.....\$ 23.20	14.50

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were

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

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on
a wage determination matter
- d) an initial conformance (additional classification
and rate) determination

On survey related matters, initial contact, including requests
for summaries of surveys, should be directed to the WHD Branch
of Wage Surveys. Requests can be submitted via email to
davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as
conformance decisions, requests for initial decisions should be
directed to the WHD Branch of Construction Wage Determinations.
Requests can be submitted via email to BCWD-Office@dol.gov or
by mail 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 an initial decision has been issued, then any interested
party (those affected by the action) that disagrees with the
decision can request review and reconsideration from the Wage
and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).
Requests for review and reconsideration can be submitted via
email to dba.reconsideration@dol.gov or by mail 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 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.

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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

PART IV

BID ITEMS

252979

Section: 0001 - BRIDGE

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	02003		RELOCATE TEMP CONC BARRIER	1,070.00	LF		\$	
0020	02014		BARRICADE-TYPE III	2.00	EACH		\$	
0030	02562		TEMPORARY SIGNS	308.00	SQFT		\$	
0040	02650		MAINTAIN & CONTROL TRAFFIC	1.00	LS		\$	
0050	02671		PORTABLE CHANGEABLE MESSAGE SIGN	2.00	EACH		\$	
0060	02775		ARROW PANEL	2.00	EACH		\$	
0070	02898		RELOCATE CRASH CUSHION	2.00	EACH		\$	
0080	03171		CONC BARRIER WALL TYPE 9T	1,070.00	LF		\$	
0090	03297		EXPAN JOINT REPLACE 3 IN	183.00	LF		\$	
0100	03298		EXPAN JOINT REPLACE 4 IN	176.00	LF		\$	
0110	03299		ARMORED EDGE FOR CONCRETE	183.00	LF		\$	
0120	03304		BRIDGE OVERLAY APPROACH PAVEMENT	1,453.00	SQYD		\$	
0130	04953		TEMP RELOCATION OF SIGNAL HEAD	12.00	EACH		\$	
0140	06510		PAVE STRIPING-TEMP PAINT-4 IN	7,065.00	LF		\$	
0150	06514		PAVE STRIPING-PERM PAINT-4 IN	10,650.00	LF		\$	
0160	06550		PAVE STRIPING-TEMP REM TAPE-W	7,520.00	LF		\$	
0170	06551		PAVE STRIPING-TEMP REM TAPE-Y	5,833.00	LF		\$	
0180	08106		CONCRETE-CLASS M 1	11.00	CUYD		\$	
0190	08151		STEEL REINFORCEMENT-EPOXY COATED	1,810.00	LB		\$	
0200	08504		EPOXY SAND SLURRY	800.00	SQYD		\$	
0210	08526		CONC CLASS M FULL DEPTH PATCH	25.00	CUYD		\$	
0220	08534		CONCRETE OVERLAY-LATEX	190.00	CUYD		\$	
0230	08549		BLAST CLEANING	5,356.00	SQYD		\$	
0240	08551		MACHINE PREP OF SLAB	4,556.00	SQYD		\$	
0250	20738NS112		TEMP CRASH CUSHION	4.00	EACH		\$	
0260	22146EN		CONCRETE PATCHING REPAIR	892.00	SQFT		\$	
0270	22664EN		WATER BLASTING EXISTING STRIPE	21,225.00	LF		\$	
0280	24094EC		PARTIAL DEPTH PATCHING	80.00	CUYD		\$	
0290	24665EX		RAILROAD COORDINATION	1.00	LS		\$	
0300	24879EC		STEEL REPAIR	2.00	EACH		\$	
0310	24981EC		BRIDGE CLEANING -	1.00	LS		\$	
0320	24982EC		CONCRETE COATING -	1.00	LS		\$	
0330	24983EC		BEARING LUBRICATION - ABUTMENTS	22.00	EACH		\$	
0340	24983EC		BEARING LUBRICATION PIERS	44.00	EACH		\$	
0350	25015EC		FRP WRAP	1,943.00	SQFT		\$	

Section: 0002 - MOBILIZATION AND/OR DEMOBILIZATION

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

Report Date 8/28/25

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