



**CALL NO. 110**

**CONTRACT ID. 232992**

**KENTON COUNTY**

**FED/STATE PROJECT NUMBER BRX 0251 (049)**

**DESCRIPTION CLAY WADE BAILEY BRIDGE (US 25, US 42 AND US 127)**

**WORK TYPE BRIDGE REPAIR MISCELLANEOUS WORK**

**PRIMARY COMPLETION DATE 9/30/2024**

**LETTING DATE: October 26,2023**

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN DAYLIGHT TIME October 26,2023. 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 - 06

CONTRACT ID - 232992  
BRX 0251 (049)  
COUNTY - KENTON  
PCN - MB05900252301  
BRX 0251 (049)

CLAY WADE BAILEY BRIDGE (US 25, US 42 AND US 127) BRIDGE 059B00049N OVER OHIO RIVER AT MP  
13.73BRIDGE REPAIR MISCELLANEOUS WORK SYP NO. 06-10006.00.  
GEOGRAPHIC COORDINATES LATITUDE 39:05:29.00 LONGITUDE 84:31:10.00  
ADT

COMPLETION DATE(S):

COMPLETED BY 09/30/2024  
150 CALENDAR Days

APPLIES TO ENTIRE CONTRACT  
APPLIES TO 059B00049N



## **CONTRACT NOTES**

### **PROPOSAL ADDENDA**

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

### **BID SUBMITTAL**

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

### **JOINT VENTURE BIDDING**

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

### **UNDERGROUND FACILITY DAMAGE PROTECTION**

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

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

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

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

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

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

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

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

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

### **HARDWOOD REMOVAL RESTRICTIONS**

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

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

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

### **ACCESS TO RECORDS**

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

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

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

### **BOYCOTT PROVISIONS**

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

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

### **LOBBYING PROHIBITIONS**

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

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

October 4, 2023

## 1.0 BUY AMERICA REQUIREMENT.

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

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

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

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

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

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

Use foreign materials only under the following conditions:

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

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

## 2.0 – BUILD AMERICA, BUY AMERICA (BABA)

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

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

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

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

10/26/2023

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

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

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

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

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

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

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

October 26, 2023 Letting

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

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

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

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

Signature:\_\_\_\_\_

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

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

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

## **FEDERAL CONTRACT NOTES**

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

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

### **CIVIL RIGHTS ACT OF 1964**

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

### **NOTICE TO ALL BIDDERS**

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

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

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

### **SECOND TIER SUBCONTRACTS**

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

### **DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

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

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

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

### **DBE GOAL**

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

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

### **OBLIGATION OF CONTRACTORS** MRA(1)

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

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

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



### **CERTIFICATION OF CONTRACT GOAL**

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

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

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

### **DBE PARTICIPATION PLAN**

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

The DBE Participation Plan shall include the following:

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

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

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

Prime Contractors awarded a federally funded project with a DBE Goal greater than zero will be required to submit DBE Subcontract Agreement Form, TC 14-36, along with the attached FHWA 1273 and Certificate of Liability Insurance for each DBE Firm submitted as part of the previously approved DBE Utilization Plan (TC 14-35). A signed quote or purchase order shall be attached when the DBE subcontractor is a material supplier or broker.

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

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

**CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS**

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

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

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

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

### **FAILURE TO MEET GOOD FAITH REQUIREMENT**

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

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

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

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

### **SANCTIONS FOR FAILURE TO MEET DBE REQUIREMENTS OF THE PROJECT**

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

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

### **PROMPT PAYMENT**

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

### **CONTRACTOR REPORTING**

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

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

\*\*\*\*\* IMPORTANT \*\*\*\*\*

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

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

The prime contractor should notify the KYTC Office for Civil Rights and Small Business Development seven (7) days prior to DBE contractors commencing work on the project. The contact in this office is Mr. Melvin Byne. Mr. Byne's current contact information is email address – [melvin.bynes2@ky.gov](mailto:melvin.bynes2@ky.gov) and the telephone number is (502) 564-3601.

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

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

### **PROHIBITION ON TELECOMMUNICATIONS EQUIPMENT OR SERVICES**

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

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

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

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

SECTION 7 is expanded by the following new Article:

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

Pursuant to Title 46CFR Part 381, the Contractor agrees

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

**SPECIAL NOTES**  
**DISTRICT NO. 6**  
**BRIDGE REPAIRS MISCELLANEOUS WORK**  
**KENTON COUNTY**  
**BRX 0251 (049) SYP ITEM NUMBER 6-10006.00**  
**CID 232992**

**FD52 059 0025 013-014**

Kenton County ~ US 25, US 42 and US 127 over Ohio River **Bridge 059B00049N**

Geographic Coordinates  
Latitude 39° 05' 29.00" (39.0913)  
Longitude -84° 31' 10.00" (-84.5197)

**Description**  
2209' 3 Span Steel Continuous Through Truss.

**SPECIAL NOTES FOR  
BRIDGE REPAIRS MISCELLANEOUS WORK**

GENERAL NOTES

SPECIAL NOTE FOR TRAFFIC CONTROL ON BRIDGE REPAIR CONTRACTS

SPECIAL NOTE FOR MODULAR EXPANSION JOINT REPLACEMENT

SPECIAL NOTE FOR JOINT SEAL REPLACEMENT

SPECIAL NOTE FOR STRIP SEAL EXPANSION JOINTS

SPECIAL NOTE FOR STEEL REPAIRS

SPECIAL NOTE FOR ARRESTING STEEL CRACKS

SPECIAL NOTE FOR BRIDGE CLEANING AND PREVENTIVE MAINTENANCE

SPECIAL NOTE FOR ELIMINATING TRANSVERSE JOINT ON BRIDGES

SPECIAL NOTE FOR KENTUCKY APPROACH DRAINAGE REPAIRS

SPECIAL NOTE FOR TRUSS DRAINAGE REPAIRS

SPECIAL NOTE FOR HOT-DIP GALVANIZING STEEL

SPECIAL NOTE FOR EPOXY INJECTION CRACK REPAIR

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

SPECIAL NOTE FOR RAILROAD COORDINATION



## **GENERAL NOTES**

### **SPECIFICATIONS**

All references to the Standard Specifications are to the current edition of the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction with current supplemental specifications. All references to the AASHTO Specifications are to the current edition of the AASHTO LRFD Bridge Design Specifications, with interims.

### **STANDARD DRAWINGS**

Standard Drawings are not attached to these Plans. A Standard Drawing book may be obtained from the KYTC Policy Support Branch of the Department of Administrative Services in Frankfort, KY at (502) 564-3670. See other appropriate KYTC Standard Drawings where applicable.

### **MATERIALS DESIGN SPECIFICATIONS**

Class "M" Reinforced Concrete	$F'_c = 4,000 \text{ psi}$
Steel Reinforcement	$F_y = 60,000 \text{ psi}$
Structural Steel	$F_y = 50,000 \text{ psi}$

### **EXISTING PLANS**

A copy of available original bridge construction contract plans will be made available to the successful bidder upon written request.

### **DETAILS AND DIMENSIONS**

Dimensions shown on these plans are taken from the original construction contract plans and do not necessarily reflect revisions made during construction or repairs previously installed. The Contractor shall verify elevations and dimensions, including thickness of parts and fastener size/spacing, with field measurements prior to ordering materials or fabricating steelwork. All plan dimensions are for a normal temperature of 60°F.

### **ON SITE INSPECTION**

Each Contractor submitting a bid for this work shall make a thorough inspection of the bridge and the work site prior to submitting a bid and shall be thoroughly familiarized with existing conditions so that work can be expeditiously performed after a contract is awarded. A suitable method of performing the work described herein should be investigated. Submission of a bid will be considered evidence of this inspection having been made. Any claims from site conditions will not be honored by the Department.

### **VERIFICATION OF FIELD CONDITIONS**

Plan dimensions and details relative to the existing structure are subject to nominal construction variations. Additionally, changes may have been made during construction or during previous maintenance work which may have altered the structure. It shall be the Contractor's responsibility to verify such dimensions and details in the field and make the necessary approved adjustments prior to construction or ordering of materials. Such variations shall not be cause for additional compensation for a change in the scope of the work; however, the Contractor will be

paid for the quantity actually furnished at the unit price bid for the work. In addition, the overrun and underrun formulas may be applied to the appropriate repairs provided that the requirements of Article 104.02.02 of the Standard Specifications are satisfied.

### **COOPERATION BY CONTRACTOR**

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

### **RIVER NAVIGATION**

Continuous maintenance and safety of river navigation throughout the term of the project shall be a prime consideration. All work involving the removal of the existing bridge deck or installation or removal of the structural elements beneath the bridge deck shall cease when there is approaching river traffic. This work shall not resume until the river traffic is clear of the bridge area.

At least 30 days in advance of beginning construction, the Contractor shall submit to the Department (for submittal to the Coast Guard) a work plan for performing work over the Ohio River. This work plan shall include but is not limited to methods for containing debris and maintenance of existing navigational traffic during construction.

The Contractor must advise the Coast Guard of the Contractor's proposed schedule of work at least 10 days prior to commencement of any field operations.

### **DAMAGE TO THE STRUCTURE**

The contractor is responsible for any and all damage to the structure during construction.

### **REINFORCEMENT**

Dimensions shown from the face of concrete to bars are to center of bars unless otherwise shown. Clear distance to face of concrete is 2" unless otherwise noted. Spacing of bars is from center to center of bars. All reinforcing bars shall be epoxy coated in accordance with Section 811.10 of the Standard Specifications. The cost of cutting, bending, and cleaning existing steel reinforcement shall be incidental to the repair item being completed.

### **BEVELED EDGES**

Bevel all exposed edges  $\frac{3}{4}$ ", unless otherwise noted.

### **UTILITIES**

The Contractor shall protect all utilities, traffic and decorative lighting, and signage attached to the structure during construction. All cost for protection of utilities and signage shall be incidental to this contract. Any damage to the utilities caused by the Contractor shall be repaired at no additional cost to the Department.

### **KENTUCKY ONE CALL**

Call KY 811 or 1-800-752-6007 #13450 toll free a minimum of two and no more than ten business days prior to excavation for information on the location of existing underground utilities

which subscribe to the Kentucky One Call service. Coordinate excavation with all utility owners, including those who do not subscribe to Kentucky One Call.

### **INCIDENTAL ITEMS**

The Contractor is required to complete the structure in accordance with the Plans and Specifications. Material or labor not otherwise specified is to be considered incidental to the Contractor.

### **CONSTRUCTION MATERIAL DISPOSAL**

All concrete, asphalt material, and any other material that is required to be removed shall be disposed of off-site by the contractor at no additional cost to KYTC.

### **COMPLETION OF THE STRUCTURE**

The Contractor is required to complete the structures in accordance with the Plans and Specifications. Material, labor or construction operations, not otherwise specified, are to be included in the bid item most appropriate to the work involved. This may include shoring, excavations, backfilling, removal of all or parts of existing structures, incidental materials, labor or anything else required to complete the structure. After completion of all operations, the structure and site shall be left in a condition that is in accordance with Section 105.12 of the Specifications.

### **MILL TEST REPORTS**

Notarized mill test reports shall be furnished in triplicate to the Department showing that all structural steel conforms to the requirements of the Specifications.

### **WELDING SPECIFICATIONS**

All welding and welding materials except for reinforcement, shall conform to “Joint Specification ANSI/AASHTO/AWS D1.5 Bridge Welding Code”. Modification and additions as stated on the plans shall supersede the joint specifications.

### **PROHIBITED FIELD WELDING**

Except where shown in the Plans, no welding of any nature shall be performed on the load carrying members of the bridge without written consent of the Bridge Preservation Branch Manager, and then only in the manner and at the locations designated in the authorization.

### **WELDING PROCEDURES**

Qualification test of all welding procedures, when required by AWS, shall be completed by the Contractor and approved by the Engineer prior to final approval of the shop drawings and the start of fabrication.

### **HIGH STRENGTH BOLT CONNECTIONS**

Unless otherwise specified in the Plans, all bolted connections shall be ASTM F3125 grade A325 high strength bolts, A563DH nuts, and F436 flat washers. Open holes shall be 1/16” greater than the bolt diameter, unless otherwise noted. Bolt threads shall be excluded from the shear plane in all bolted connections, unless otherwise noted.

Type 1 mechanically galvanized bolts shall be used as described in AASHTO M 164, all high strength bolted connections are to be installed using “Direct Tension Indicators” DTI’s in accordance with the Standard Specifications and ASTM F959. All DTI’s shall be mechanically zinc coated. Installation details of the DTI’s shall be shown on the shop plans.

### **SHOP DRAWINGS**

Submit shop drawings directly to the Consultant. When any changes in the design plans are proposed by the Fabricator or Supplier, submit those changes to the Consultant.

Submit final approved shop drawings to the Engineer. Shop drawings shall be required for the following repairs:

Modular Expansion Joint Replacement

### **PAINTING DAMAGED AREAS**

All areas of new or existing structural steel on which the paint has been damaged by the Contractor shall be cleaned and spot painted to the satisfaction of the Engineer and in accordance with the Section 607.03.23 “Cleaning and Painting”. The cost of this touch-up painting is to be incidental to the contract.

### **LEAD PAINT**

Residual lead paint may be present on the bridge. The Contractor is advised to take all necessary protective measures including worker safety and environmental regulations when removing, cutting, grinding, cleaning, or performing any other actions. The Department will not consider any claims based on residual lead paint.

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

**1.0 TRAFFIC CONTROL GENERAL.** Except as provided herein, traffic shall be maintained in accordance with Section 112 of the current Standard Specifications and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD). Except for the roadway and traffic control bid items listed, all items of work necessary to maintain and control traffic will be paid at the lump sum bid price to “Maintain and Control Traffic”.

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

**2.0 TRAFFIC COORDINATOR.** Furnish a Project Traffic Coordinator (PTC) as per Section 112. The PTC shall inspect the project maintenance of traffic, at least three times daily, or as directed by the Engineer, during the Contractor’s operations and at any time a lane closure is in place. The personnel shall have access on the project to a radio or telephone to be used in case of emergencies or accidents.

The PTC shall report all incidents throughout the work zone to the Engineer on the project. The Contractor shall furnish the name and telephone number where the PTC can be contacted at all times.

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

The Contractor shall provide all detour signing needed for the bridge closure. All signing required will be incidental to the lump sum bid item “Maintain and Control Traffic”.

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

Closure signs and detour signs should be placed no sooner than two weeks prior to the closure of the bridge. Wayfinding detour signs should be placed a maximum of 2 miles apart unless specified by the Engineer. Signs shall be covered or removed within 24 hours of opening the bridge.

Road closed signs should be double signed and placed a minimum of 1500’, 1000’, and 500’ in advance of the closure, in addition to signage required by the MUTCD and Standard Drawings.

**4.0 PROTECTION OF WATERWAY UNDERNEATH.** No material should be allowed to drop into the waterway below. The contractor shall adhere to all applicable permits.

**5.0 PROTECTION OF PEDESTRIANS.** Protect any excavation, obstructions, or construction work so as not to expose pedestrians to hazards. Chain link fencing should be in place to obstruct pedestrian access to the work area during all non-work hours while the structures are closed to traffic.

**6.0 TRAFFIC RESTRICTIONS.** A full closure of the structure must be approved by the Engineer at least two weeks prior. Full bridge closure is limited to 9 days and 9 hours. The bridge is permitted to be closed beginning on a Friday at 8:00 PM for a period of 9 days and must be open to traffic by the second Monday at 5:00 AM. The sidewalk shall remain open to pedestrian traffic for the duration of construction except it may be closed for seven days to perform the sidewalk repair and abutment joint replacement.

The Contractor may utilize a single lane closure in accordance with the Standard Drawings provided that a minimum 10-foot driving lane is maintained in each direction throughout the duration of the contract. The Contractor should coordinate with KYTC 7 days in advance of any closure in order to coordinate the variable lane lights. Single lane closures less than 2 days to be in accordance with Standard Drawing TTC-115-03. Any work which will require openings in the deck or barrier wall shall be in accordance with Standard Drawing TTC-120-03 and must include appropriate end treatments on the temporary concrete barrier wall.

**7.0 VARIABLE MESSAGE SIGNS.** Variable message signs will be installed, operated, and maintained by the Contractor. The Engineer shall determine the location and wording on the signs. The signs should be available up to three weeks prior to beginning work and be available throughout the project.

**8.0 BARRICADES.** Ensure a minimum of (8) type III barricades are used at each end of the bridge during bridge closures for a total of (16) type III barricades.

**9.0 DETOUR.** This detour route signage must be in place at any time the roadway is closed. The signage must not be visible more than 24 hours prior to beginning of the closure or more than 24 hours following the ending of the closure. Detour signage must be installed through post mounting.

**10.0 LAW ENFORCEMENT OFFICER.** Provide Law Enforcement Officer Units (2 units for a total of 550 hours), consisting of an off-duty police officer and a police vehicle equipped with flashing blue lights, one at each end of the bridge to keep the bridge closed to thru traffic. The Law Enforcement Officer shall be an off-duty police officer from any police agency in Kenton County, Kentucky and Hamilton County Ohio. Payment at the Contract unit price per hour for Law Enforcement Officer shall be full compensation for all labor, equipment, materials, and incidentals for the police unit consisting of one police officer and one vehicle.

**9.0 PAYMENT.** The Department will consider payment as full compensation for all work necessary for maintenance of traffic. All signage, arrow panels, barricades, channelization devices, temporary pavement markings, and all other incidentals necessary for maintaining and controlling traffic are incidental to this bid item of work. The Department will not measure

flaggers, project traffic coordinator, removal of temporary pavement markings, and will consider these items incidental to this item of work.

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
02014	Barricade-Type III	Each
02650	Maintain & Control Traffic	Lump Sum
02671	Portable Changeable Message Sign	Each
20411ED	Law Enforcement Officer	Hour



## **SPECIAL NOTE FOR MODULAR EXPANSION JOINT REPLACEMENT**

### **I. DESCRIPTION**

Perform all work in accordance with the Kentucky Transportation Cabinet, Department of Highway's current Standard Specifications for Road and Bridge Construction and applicable Supplemental Specifications, the Standard Drawings, this Note, and the attached detail drawings. 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) Remove the existing concrete and expansion devices.
- 3) Fabricate, furnish, and installation of a watertight modular bridge joint system (MBJS)
- 4) Maintain and control traffic.
- 5) Any other work specified as part of this contract.

**A. General.** Design, materials, and workmanship shall be in accordance with: KYTC Standard Specifications; AASHTO/AWS D1.5M/D1.5 "Bridge Welding Code"; AASHTO "LRFD Bridge Design Specifications", 8th Edition (AASHTO LRFD Design); AASHTO "LRFD Bridge Construction Specifications," 4th Edition, 2017 (AASHTO LRFD Construction); the Contract Documents; and this Special Note. Multiple support bar, single-support bar or swivel joint MBJS systems that meet the provisions of this Special Note may be acceptable for use.

**B. Acceptable Systems.** Only manufacturers who have successfully completed fatigue and performance testing in accordance with Subsection 1.3 will be permitted to supply the MBJS. Submit final results of all required tests to the Engineer for approval prior to manufacture. It is believed the following manufacturers are capable of fabricating a joint that meets the requirements of this special note. A custom design may be required to accommodate the existing depth available. The Contractor has the option to remove and replace the existing steel diaphragms at no additional cost to the Department. The steel diaphragms must be designed and sealed by a licensed professional engineer registered in the state of Kentucky.

- a. Watson Bowman Acme
- b. D.S. Brown

**C. Pre-Qualification Testing Requirements.** Before a MBJS can be accepted for installation on this project, the design must be pre-qualified by the manufacturer through successful fatigue and performance testing administered by an independent testing laboratory. Perform fatigue and performance testing in accordance with Section 19, Appendix A19 of AASHTO LRFD Construction. All testing shall be performed on specimens similar to the MBJS system and components to be used for this project and meeting the requirements of the Contract Plans. Successful testing will prequalify such a system —with variations as permitted by the Engineer —for the project, and no further testing will be required. No claims for delay will be



considered for testing or failure to submit required testing documentation in a timely manner.

**D. Movements.** The joints used must be capable of withstanding the following movements.

- a. Longitudinal Contraction (60deg F to -20deg F)
  - i.  $L_0 = 6.2$  inches
  - ii.  $L_{17} = 4.5$  inches
  - iii.  $L_{0'} = 5$  inches
- b. Longitudinal Expansion (60deg F to 120deg F)
  - i.  $L_0 = 4.6$  inches
  - ii.  $L_{17} = 3.4$  inches
  - iii.  $L_{0'} = 3.8$  inches
- c. Total Longitudinal Design Movement
  - i.  $L_0 = 10.8$  inches
  - ii.  $L_{17} = 7.9$  inches
  - iii.  $L_{0'} = 8.8$  inches
- d. Vertical Movement = 1 inch
- e. Transverse = 1 inch
- f. Rotation around Longitudinal Axis =  $1^\circ$
- g. Rotation around Transverse Axis =  $1^\circ$
- h. Rotation around Vertical Axis =  $0.5^\circ$

**II. MATERIALS.** The joint system consists of multiple preformed neoprene strip seals mechanically held in place by steel edge and separation center beams. The center beams are supported by support bars suspended over the joint opening on sliding elastomeric bearings. An equidistant control system maintains equal spacing between all center beams and edge beams. Materials shall conform to the following and shall be identical to those used to meet the Pre-Qualification Testing Requirements of Subsection I.C:

- A. Class “M” Concrete.** Use either “M1” or “M2”. See Section 601.
- B. Structural Steel.** Structural steel for center beams, edge beams, and support bars, shall meet the physical requirements (tensile strength, yield strength, elongation, and Zone 2 Charpy impact requirements for fracture critical steel) of ASTM A709, Grade 50. Support boxes, stirrups for attachment to center beams, and railing cover plates shall conform to ASTM A709, Grade 50.

All structural steel not defined herein shall meet the physical requirements shown on the working drawings. The specific steel grade shall meet or exceed the physical requirements listed on the working drawings and/or used in the design calculations. Aluminum components shall not be used.

Welding shall conform to AASHTO/ AWS D1.5M/D1.5 “Bridge Welding Code”. All field welds must be performed by a certified welder and shall be tested in accordance with AWS D1.5.

- C. **Anchor Bolts.** Anchor bolts, nuts and washers shall be in accordance with ASTM A307 Grade C, ASTM A563 Grade DH, and ASTM F436, respectively, and shall be hot-dipped galvanized.
- D. **Studs.** Welded studs for anchorage purposes shall conform to ASTM A108.
- E. **Stainless Steel.** Stainless steel sheets conforming to ASTM A240/A240M, Type 304, shall be provided on sliding surfaces. The surface shall be polished to a Number 8 mirror finish.
- F. **Polytetrafluorethylene (PTFE).** PTFE shall be 100-percent virgin material, woven fabric or dimpled sheet conforming to the requirements of Section 18.8 of AASHTO LRFD Construction and shall be provided on every sliding surface.
- G. **Elastomeric Seal.** Preformed elastomeric joint seals shall be of the single diaphragm strip type with a minimum thickness of 7/32” and shall conform to ASTM D5973. The elastomeric seal shall be supplied and installed in one continuous length, and no field splicing shall be allowed. Sealing gland shall meet the movement requirements shown in the Contract Plans and the material requirements as follows:

Property	ASTM Test Method	Value
Hardness, Durometer A	D 2240 (Modified)	50-65 Durometer, Shore A
Tensile Strength, min.	D 412	2000 psi
Elongation at break, min	D 412	250%
Compression Set at 72 hours, max	D 395, Method B	40% at 212° F

- H. **Lubricant-Adhesive.** Elastomeric seal shall be installed utilizing a one-part moisture curing polyurethane and aromatic hydrocarbon solvent mixture that complies with ASTM D4070.
- I. **Springs and Bearings.** Springs, bearings, and equidistant devices (sometimes referred to as control springs) shall be of elastomeric or urethane material and shall be of the same material composition and formulation, manufacturer, fabrication procedure and configuration as the ones used in the prequalification test. Urethane foam shall conform to ASTM D3574.
- J. **Steel Reinforcement.** Use Grade 60. See Section 602.
- K. **Epoxy Bond Coat.** See Section 511.

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. **DESIGN.** The modular bridge joint system shall be designed in accordance with Article 14.5, "Bridge Joints," of AASHTO LRFD Design. Limit states, loads, load factors and distribution factors shall comply with Article of 14.5.6.9 and MBSJ shall be detailed to resist

snowplow damage in accordance with Article 14.5.1.2 of that specification. The MBJS shall meet these additional requirements:

**A. Design Load**

- a. Strength and Fatigue Design Loads shall be increased by 25% to match the current KYTC KYHL-93 Design loading. This increase applies to the design truck, design tandem, lane load, and the fatigue truck.

**B. Center beam and Edge Beams.**

- a. Each separation beam (center beam) shall be attached, either directly or indirectly, to an independent support beam using a complete joint penetration groove weld; partial penetration welds, fillet welds, bolted connections, or other means to directly or indirectly attach separation beams to support bars, is prohibited.
- b. Edge beams shall consist of a monolithic steel shape with a machined or extruded seal retainer cavity; the web of the edge beam cross-section shall be at least ½ in. in thickness.
- c. Center beams shall consist of a monolithic steel shape with a machined or extruded seal retainer cavity; the weight of the center beam shall be at least 25 lbs. per foot and the web shall be at least 1¼ in. in thickness.
- d. Where field splices are required due to shipping restrictions or stage construction, splices shall be located under the median barrier or away from design wheel paths.
- e. Only field-splice details that have been fatigue-tested in accordance with the prequalification tests in Section 1.3 of this Special Note maybe used for the center beams and edge beams.
- f. Center beam spans with a splice shall not be greater than 4.00 ft.

**C. Support Bars and Boxes.**

- a. The maximum allowable spacing between support bars shall be 6.00 feet.
- b. Steel plate or tubing for support boxes with a width not greater than 16 in. shall have a minimum thickness of 3/8 in. For support box widths greater than 16 in., the top plate width-to-thickness ratio shall not exceed 45 unless stiffening ribs are used.
- c. A 2.0 in. minimum gap shall be provided between the bottom surfaces of the MBJS and the deck blockouts to allow adequate placement and consolidation of concrete under and around all parts of the MBJS, including support boxes.

**D. Seals.**

- a. The number of seal gaps (cells) shall be such that the maximum opening per cell (clear distance between center beams or center beam and edge beam) shall not exceed 3.15 in. (3 in. nominal) for the Strength Limit State Combinations specified in Table 3.4.1-1 of AASHTO LRFD Design.
- b. The sealing elements shall not extrude above the top of the modular joint seal assembly.

**E. Support Box Bearings and Springs.**

- a. An equidistant control system, which distributes the total joint opening evenly between cells, shall be incorporated.

- b. Support bar bearings and springs shall be positively locked into support boxes with non-metallic dowels or pins; the connection must permit removal and replacement of the bearings and spring components.

**F. Performance and Maintenance.**

- a. The joint seal assembly shall be watertight.
- b. The joint assembly shall project upwards a minimum of 6" at the barrier to retain all water on the deck.
- c. The modular joint seal assembly shall be designed with adequate access to all internal components in order to assure the feasibility of inspection and maintenance activities.
- d. The design concept shall accommodate scheduled maintenance and periodic replacement of seals, support bearings, and control springs to provide a long-term cost-effective lifetime for the joint seal assembly.

**G. Submittals.**

Supplemental to the shop drawings, design calculations prepared in accordance with AASHTO LRFD Design by an Engineer registered in the Commonwealth of Kentucky shall be provided. Included in the calculations shall be (a) rotation and longitudinal and transverse horizontal movement capacity; (b) live load, fatigue limits and impact factors utilized; (c) limit state load combinations used; (d) member design; (e) connections design; (f) splice design. The calculations shall include a statement indicating that the joint devices furnished by the manufacturer are adequate for the requirements of the Contract Documents.

**V. FABRICATION**

Expansion joints shall be fabricated and assembled at facilities owned and operated by the manufacturer, the manufacturer being the single entity that designs, fabricates and installs (or supervises the installation of) the joint assemblies.

All structural steel surfaces, except those made of stainless steel, shall be hot-dipped galvanized after assembly, in accordance with ASTM A123. Anchorages and support boxes shall be attached to the edge beam section prior to galvanizing. An anchorage shall be located within 9 in. of each end of each pre-galvanized section.

Stainless steel sheet shall be welded at each edge to the steel substrate by the tungsten-arc welding process in accordance with the current AWS specification. Stainless steel sheet shall be clamped to ensure full contact with the substrate during welding. Welds shall not protrude beyond the sliding surface of the stainless steel. Intermittent fillet welds are not allowed.

Each MBJS shall be assembled and elastomeric seals installed at the fabrication shop. Lubricant adhesive is to be used on all elastomer-to-steel contact areas for seal installation. Continuous glands shall be used for the full length of each MBJS.

When a splice is required for shipping or staged construction, each MBJS is to be shipped in separate sections sized in accordance with Section 3 of this Special Note. If field splices will be

used, the ends of the edge and center beams shall be staggered by 24 in. so that they are not at the same point on each beam. Installation of seal elements is not required during fabrication for a MBJS with a splice (since seals must be continuous without splices for the full length of the device.)

## **VI. SAMPLING, TESTING, & INSPECTION.**

The MBJS to be used shall be prequalified in accordance with Section 1 of this Special Note.

### **A. Shop Inspection.**

The full-penetration weld that connects the center beam to the support bar shall be ultrasonically inspected in accordance with AWS D1.1. Twenty-five percent of the center beam-to-support bar welds shall be inspected in this manner, or as directed otherwise by the Engineer. If ultrasonic inspection reveals at least one rejectable weld defect, the fabricator shall then ultrasonically inspect another 25% of the center beam-to-support bar welds (25% of the original total of welds.) If rejectable defects are found in the second 25% set of welds (50% of total), all remaining non-inspected welds shall then be inspected. Each weld that is rejected by ultrasonic inspection shall be repaired using a welding procedure approved by the Engineer. The repaired welds shall be re-inspected ultrasonically in accordance with the original requirements.

The Engineer reserves the right to visit the manufacturer's fabrication shop for purposes of inspecting the manufacturing, assembly or testing of the MBJS.

### **B. Pre-Installation Inspection.**

Immediately prior to installation, the MBJS and the blockout shall be inspected by the Engineer for:

- Proper alignment.
- Complete bond between the seals and the steel.
- Proper placement and effectiveness of the studs or other anchorage devices.
- Proper placement of elastomeric springs and bearings.
- Appropriate clearance between the bottom of the support boxes of the MBJS and the surface of the blockout specified.

### **C. Post-Installation Inspection**

The MBJS shall be inspected after installation and again prior to opening the bridge to traffic to verify the following:

- The top surfaces of the MBJS are recessed from the finished roadway profile 0.0 to 0.25 in.
- There is no more than 0.125-in. difference in the elevation along the tops of any of the center beams or edge beams. This variation shall be measured vertically from a straight line connecting the top of the deck profile on each side of the MBJS.
- There is no more than 3/16-in. difference among the gap widths along the length of a seal or among the multiple cells of the MBJS.

After installation and prior to final acceptance, deck joint seals shall be flood tested in the presence of the Engineer for leakage of water through the joint. All portions of the joint shall be immersed to a depth of 3 inch minimum for a time period of 60 minutes. Any leakage of the joint seal shall be cause for rejection. Contractor shall repair all leaking items and shall bear the cost for all materials, labor, equipment necessary to do so, even up to complete replacement of the entire expansion device. The repair procedure shall be recommended by the Manufacturer and approved by the Engineer.

## **VII. IDENTIFICATION, SHIPPING & HANDLING**

The MBJS shall be delivered to the job site and stored as a single unit with seals installed, or as permitted in Section 5 of this Special Note if a splice is required, and in accordance with the Manufacturer's written recommendations as approved by the Engineer. Damage to the corrosion protection system shall be repaired to the satisfaction of the Engineer. Seals shall not be damaged or cut.

All joint materials and assemblies stored at the job site shall be protected from damage, and assemblies shall be supported to maintain their true shape and alignment.

## **VIII. INSTALLATION**

To facilitate proper installation of the MBJS in the field, the Contractor shall employ the services of a qualified installation technician who is employed full-time by the manufacturer of the expansion joint system being used. This technician shall be present for the installation of all joints.

Prior to installation of the joint, the blockout and supporting system shall be protected from damage and construction traffic.

- A. Remove Existing Materials.** Remove the existing expansion dam and specified areas of concrete as shown on the attached sketches. The concrete removal limits may need to be increased depending on the joint Manufacturer's blockout requirements. Remove debris and/or expansion joint filler as directed by the Engineer. Dispose of all removed material entirely away from the job site. This work is incidental to the contract unit price for "Expansion Joint Replacement". Clean and leave all existing steel reinforcement encountered in place. The interfaces of the new and old concrete shall be as nearly vertical and horizontal as possible.
- B. Install Modular Joint System and Place New Concrete.** After all specified existing materials have been removed; install the modular joint system as recommended by the manufacturer and to match the existing grade. The joint opening shown in the plans is approximate and should be coordinated with the Manufacturer's requirements for actual setting dimensions. The MBJS shall be fully supported during the placement of concrete. Welds for temporary attachments to the



center beams or support bars for erection purposes shall be removed and the surface ground smooth. Damage to the corrosion protection system shall be repaired to the satisfaction of the Engineer using a method approved by the Engineer.

Devices used to maintain the preset opening in the MBJS shall be uniformly spaced at not greater than 15 ft along its length. A minimum of three such devices shall be used per fabricated segment. All structural steel for modular joints is incidental to "Expansion Joint Replacement - Modular".

To reduce corrosion of the MBJS, it shall be electrically isolated from the bridge deck and blockout reinforcement using a 1-inch clear gap or nonconductive sleeve material.

All new structural steel shall be cleaned and painted, except those galvanized or stainless steel, in accordance with Section 607.03.23 of the Specifications, except that the surfaces to come in contact with concrete are not to be painted.

**C. Additional Steel Reinforcement.**

Furnish for replacement, as directed by the Engineer, 1000 linear feet of steel reinforcing bars, ½" diameter by 20' lengths. Place these bars in areas deemed by the Engineer to require additional reinforcement. Field cutting and bending is permitted. 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 prior to placing the new concrete.

**D. Placing Concrete.**

Concrete shall not be deposited in the forms until the Engineer has performed the Pre-Installation Inspection Described in Section 6 of this Special Note and approved the placement of the joint assembly, anchorages, and reinforcement.

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. Place the new Class "M" concrete to match the existing grade and finish with broom strokes, or other approved manual tools, drawn transversely from curb to curb.

If there is a vertical grade, concrete shall be placed on the downhill side of the blockout first. The concrete shall be vibrated thoroughly to adequately consolidate concrete underneath the support boxes and edge beams. Care should be taken to avoid displacement of the forms and reinforcing steel.

Devices used to maintain the preset openings in the MBSJ shall be removed within two hours after concrete is placed.

**E. Bridging the MBSJ after Installation.**

Prior to opening to traffic or allowing construction loads on the MBSJ, the concrete compressive strength must be above 3,000 psi and at least 36 hours after the complete installation of the MBSJ. If it is necessary to cross the MBSJ, the Contractor shall bridge over the joint system in a manner approved by the Engineer.

**F. Acceptance.**

The Engineer shall perform a Post-Installation Inspection as described in Section V of this Special Note and a final inspection at some point after final installation and traffic has been on the joint for some time. The joint must be fully functional at the final inspection with no major defects as described in Section 5 and below. Any noise concerns after traffic is applied shall be addressed by the Contractor and/or the Manufacturer. Any loud clanging or banging noises shall be addressed by the Contractor and Manufacturer. An MBSJ that fails inspection or testing shall be replaced or repaired to the satisfaction of the Engineer and the Contractor's expense. Any proposed corrective procedure shall be submitted to the Engineer for approval before corrective work is begun.

**G. Place the strip seals in one continuous, unbroken length.**

**IX. SUBMITTALS.**

The Contractor is responsible for obtaining field measurements and supplying properly sized materials to complete the work. The Contractor shall submit details of the MBSJ to be used together with installation and waterproofing plans to the Engineer for approval prior to fabrication of the MBSJ.

The shop plans shall include, but not limited to the following:

- plan and section views of the MBSJ for each movement rating and roadway width, showing dimensions and tolerances.
- all center beam/support bar joints and all shop and field splices
- complete details of all components and sections showing all material incorporated into the MBSJ
- all ASTM, AASHTO or other material designations
- welding procedure specifications
- Weld testing procedures
- corrosion protection system
- method of installation, including, but not limited to: sequence; installation gap setting for various temperatures; support during placement of the concrete; lifting locations and lifting mechanisms; and installation at curbs
- temperature adjustment devices and opening dimensions relative to installation temperature



- any required changes to the blockout reinforcement in order to accommodate the MBS temporary bridging plan if construction traffic is anticipated following installation
- design calculations in accordance with Section 3 of this Special Note

The Contractor shall also submit the following test reports and certificates for review and approval:

- Manufacturer's certificate of compliance with the AISC Quality Certification Program, Simple Steel Bridges.
- Certification that welding inspection personnel are qualified and certified as welding inspectors under AWS QC1, Standard for Qualification and Certification of Welding Inspectors. Documentation that any personnel performing nondestructive evaluation (NDH) are certified by ASNT.
- Manufacturer's certificate of compliance for the PTFE sheeting or fabric.
- Certification that MBS passed the Prequalification Tests required in Section 1.C.
- Certification that the bearings, springs, and equidistant devices are the same formulation, manufacturer and configuration that were used in the Prequalification Tests required in Section 1.C. In each certification, the name and address of the Manufacturer of the springs, bearings and equidistant devices shall be provided. \

The Contractor shall submit for the Engineers approval a written maintenance and part replacement plan prepared by the joint Manufacturer. This plan shall include a list of parts and instructions for maintenance inspection, acceptable wear tolerances, methods for determining wear, and procedures for replacing worn parts.

Fabrication shall not commence until the approved shop drawings are in the hands of the Inspector and Fabricator, and the Engineer has authorized fabrication.

#### IV. MEASUREMENT

**A. Expansion Joint Replacement – Modular.** The Department will measure the quantity in linear feet from gutterline to gutterline along the centerline of the joint.

**B. Steel Reinforcement.** See Section 602.

#### V. PAYMENT

**A. Expansion Joint Replacement – Modular.** Payment at the contract unit price per linear foot is full compensation for removing specified existing materials, cleaning and painting, galvanization, welding, furnishing, fabricating and installing the new modular joint system, support angles, concrete, including furnishing, fabricating, and installing all barrier cover plates and all incidental items necessary to complete the work within the specified pay limits as specified by this note and as shown on the attached detail drawings.

**B. Steel Reinforcement.** See Section 602.

The Department will consider payment as full compensation for all work required by this note and the attached detail drawings.

## **SPECIAL NOTE FOR JOINT SEAL REPLACEMENT**

- 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 bridge joint seals; (3) Install new joint seals; (4) Maintain and control traffic; (5) Any other work specified as part of this contract.

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

**II. MATERIALS.**

- A. Joint Seal.** 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.

**III. CONSTRUCTION.**

- A. Remove Existing Materials.** Remove existing joint seal as shown on the attached sketches. Remove debris and/or expansion joint filler as directed by the Engineer. Dispose of all removed material entirely away from the job site. This work is incidental to the contract unit price for "Joint Seal Replacement".
- B. Joint Seal.** Seal 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.
- C. 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.

**IV. MEASUREMENT.**

- A. Joint Seal Replacement.** The Department will measure the quantity in linear feet from gutterline to gutterline along the centerline of the joint.

**V. PAYMENT.** See Section 606 and the following:

- A. Joint Seal Replacement.** Payment at the contract unit price per linear foot is full compensation for removing specified existing materials, furnishing and installing joint seal and all incidental items necessary to complete the work within the specified pay limits as specified by this note and as shown on the attached detail drawings.

## **SPECIAL NOTE FOR STRIP SEAL EXPANSION JOINTS**

### **I. DESCRIPTION**

Perform all work in accordance with the Kentucky Transportation Cabinet, Department of Highway's current Standard Specifications for Road and Bridge Construction and applicable Supplemental Specifications, the Standard Drawings, this Note, and the attached detail drawings. 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) Remove the existing concrete and expansion devices; (3) Install new joint and joint systems; (4) Install new concrete as specified and in accordance with the attached detail drawings; (5) Maintain and control traffic; and (6) Any other work specified as part of this contract.

### **II. MATERIALS**

- A. Concrete.** Use either Class "M1" or "M2". See Section 601.
- B. Structural Steel Armored Edges.** Use new, commercial grade steel suitable for welding. The Engineer will base acceptance on visual inspection. See Standard Drawing BJE-001, current edition.
- C. Stud Anchors.** The armored edge stud anchors are  $\frac{3}{4}$ " x 6" embedded stud shear connectors conforming to ASTM A108 and A29, Grade 1015 (Nelson Studs or equal).
- D. Steel Reinforcement.** Use Grade 60. See Section 602.
- E. Epoxy Bond Coat.** See Section 511.
- F. Preformed Expansion Joint Strip Seals.** See Section 807. Preformed expansion joint strip seal shall be either one of the following or an approved equivalent:
  - a.** Watson Bowman ACME SE-400 with Type "P" Rail
  - b.** DS Brown L2-400 with SSPA Steelflex Rail

### **III. CONSTRUCTION**

- A. Remove Existing Materials.** Remove the existing expansion dam and specified areas of concrete as shown on the attached sketches. Remove debris and/or expansion joint filler as directed by the Engineer. Dispose of all removed material entirely away from the job site. This work is incidental to the contract unit price for "Expansion Dam 4-In Neoprene". Clean and leave all existing steel reinforcement encountered in place. The interfaces of the new and old concrete shall be as nearly vertical and horizontal as possible.
- B. Place New Concrete.** After all specified existing materials have been removed and the new joint assembly has been installed; place new Class "M" concrete to match the existing grade and profile.

Clean and paint all structural steel in accordance with the Specifications, except that no field coating will be required.

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 concrete. The surface areas of existing concrete to come in contact with the new concrete are to be coated with an epoxy bond coat immediately prior to placing new concrete in accordance with Section 511.

- C. Additional Steel Reinforcement.** Furnish for replacement, as directed by the Engineer, 250 linear feet of steel reinforcing bars ½" diameter by 20' lengths. Place these bars in areas deemed by the Engineer to require additional reinforcement. Field cutting and bending is permitted. 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 concrete.
- D. Install Preformed Expansion Joint Strip Seals.** Place the seal in one continuous, unbroken length, as specified in the plans. Place joints as recommended by the manufacturer and in accordance with Section 609.03.04 (E).
- E. Prohibited Field Welding.** No welding of any nature shall be performed on the bridge except as shown on the attached drawings without the written consent of the Director, Division of Bridge Design, and then only in the manner and at the locations designated in the authorization.
- F. 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.

#### IV. MEASUREMENT

- A. Expansion Dam 4-IN Neoprene.** The Department will measure the quantity in linear feet from gutterline to gutterline along the face of the bridge.
- B. Steel Reinforcement.** See Section 602.

#### V. PAYMENT

- A. Expansion Dam 4-IN Neoprene.** 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, preformed neoprene strip seal, and all incidental items necessary to complete the within the specified pay limits as specified by this note and as shown on the attached detail drawings.
- B. Steel Reinforcement.** See Section 602.

The Department will consider payment as full compensation for all work required by this note and the attached detail drawings.

## **SPECIAL NOTE FOR STEEL REPAIRS**

### **I. DESCRIPTION**

Perform all work in accordance with the Kentucky Transportation Cabinet, Department of Highway's current Standard Specifications for Road and Bridge Construction and applicable Supplemental Specifications, the Standard Drawings, this Note, and the attached detail drawings. 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 workers to complete the construction and for the Engineer to approve the work.
- 3) Prepare surfaces
- 4) Install structural steel repairs in accordance with this note and the attached detail drawings.
- 5) Contain all debris.
- 6) Any other work specified as part of this contract.

### **II. MATERIALS**

- A. Structural Steel.** Use AASHTO M270 (ASTM A709) Grade 50 steel.
- B. High Strength Bolts, Nuts, and Washers.** Ensure all bolted connections are AASHTO M164 (ASTM A325) high strength bolts, nuts, and washers. Type 1 galvanized bolts shall be used as described in AASHTO M164. All high strength bolted field connections are to be installed using "Direct Tension Indicators" (DTI's) in accordance with the Standard Specifications and ASTM F959. All bolts, nuts, washers, and DTI's are to be mechanically galvanized in accordance with AASHTO M298, Class 50 (ASTM B695-04, Class 50).

### **III. CONSTRUCTION**

- A. Dimensions.** The Contractor shall verify dimensions, including thickness of parts, with field measurements prior to ordering materials or fabricating steelwork.
- B. Shop Drawings.** Shop drawings are not required, unless the Contractor, Fabricator, or Supplier proposes any changes. In this case, the Contractor shall submit full sets of prints of the detailed shop drawings for all structural steel to the Department for review in accordance with Section 607.03.01 of the Specifications.
- C. Field Prepare Existing Surfaces.** Clean surfaces of existing steel where new steel is to be installed until free of all corrosion, debris, and deleterious substances. Apply a prime coat as specified in accordance with Section 607 of the Specifications. The 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 exhausts. Maintain and operate all vacuum shrouded power tools to collect generated debris.
- D. Install New Steel.** Install new steel and bolts as directed by the Engineer and as shown on the attached detail drawings. Welding, as indicated on the plans, shall be performed after the bolts are installed and tightened.
  - E. Painting.** Back of plates should be primed prior to installation. Following the installation of the plates, clean and paint all exposed structural steel in accordance with Section 607.03.23 "Cleaning and Painting". Paint color shall match existing. Apply field coatings to new steel and steel to be overcoated in accordance with Section 614. Shop and field painting of all new and existing structural steel will be considered incidental to "Steel Repair".
  - F. Prohibited Field Welding.** No welding of any nature shall be performed on the bridge except as shown on the attached drawings without the written consent of the Bridge Preservation Branch Manager, and then only in the manner and at the locations designated in the authorization.
  - G. Damage to the Structure.** The Contractor shall bear full responsibility and expense for any and all damage to the structure, should such damage result from the Contractor's actions.
  - H. Touch-Up Painting.** All areas of existing steel on which the paint has been damaged by the Contractor shall be wire brush cleaned and spot painted in accordance with Section 607.03.23 "Cleaning and Painting". Paint color shall closely match color of existing paint. The cost of this touch-up painting is to be included in the price bid for Steel Repair.

#### IV. MEASUREMENT

- A. Steel Repair.** Measurement will be for each girder, stringer, floorbeam, or utility platform structural repair.
- B. Expansion Plate Retrofit.** Measurement will be for each sidewalk expansion plate retrofit.

#### V. PAYMENT

- A. Steel Repair.** Payment at the contract unit price is full compensation for all labor, drilling, all new materials, cleaning and painting, equipment, tools and incidentals necessary to complete the work as shown on the attached detail drawings.
- B. Expansion Plate Retrofit.** Payment at the contract unit price is full compensation for furnishing and installing the new sliding plate, grinding concrete smooth, and all incidental items necessary to complete the work as specified by this note and as shown on the attached detail drawings.

The Department will consider payment as full compensation for all work required by this note and the attached detail drawings.



## SPECIAL NOTE FOR ARRESTING STEEL CRACKS

### I. DESCRIPTION

Perform all work in accordance with the Kentucky Transportation Cabinet, 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. Furnishing 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 workers to complete the construction and for the Engineer to approve the work.
3. Perform Steel Crack Arresting in accordance with this Note and attached detail drawings.
4. Any other work specified as part of this contract.

### II. CONSTRUCTION METHODS

- A. Identification.** Identify the crack terminus using non-destructive test (NDT) methods such as magnetic particle or dye penetrant testing. All NDT shall be in accordance with ASTM standards (ASTM E709 for magnetic particle testing or ASTM E165 and E1417 for dye penetrant testing). Mark the tip of the crack with a center punch. If crack extends along the same plane on both sides of the material, the terminus farthest away from the initiation point shall be used as the location of the crack terminus.
- B. Drilling Reference Hole.** Drill a small reference hole (~1/8 inches (3mm) in diameter) to check the crack tip location on the opposite side of the hole and adjust the positioning of the coring machine accordingly. If crack is observed on opposite side of hole, repeats to Steps B and C.
- C. Drilling Arrest Hole.** Using a 1 1/2" diameter annular/coring bit, position the bit such that the trailing edge of the bit removes the crack terminus (see Figure 1). Drill a 1 1/2" diameter hole fully through the cracked material, taking care not to damage any other structural components. Consult with the Engineer if the required diameter is not achievable.

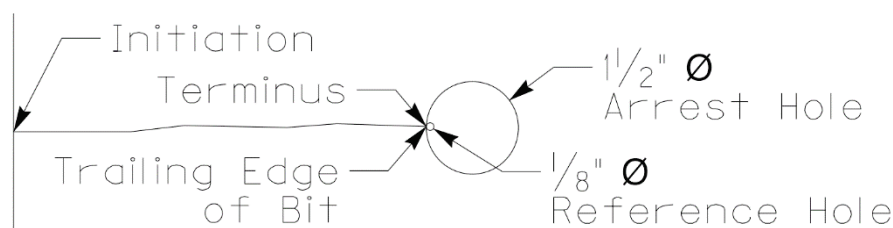


Figure 1: Reference Hole and Arrest Hole Positioning

- D. Removing Imperfections.** After drilling, the surfaces around the hole shall be ground smooth. All hole edges should be ground smooth to an ANSI roughness of 500 or less. This surface roughness can be achieved using 80-100 grit sandpaper, or finer. Twist bits are not permitted to be used.
- E. Paint Structural Repairs.** Bare metal surfaces shall be primed and painted to match existing superstructure color in accordance with Section 607.03.23 “Cleaning and Painting”.

**III. MEASUREMENT**

The Department will measure the quantity as the number of steel cracks arrested.

**IV. PAYMENT**

Payment at the contract unit price shall be full compensation for furnishing all labor, materials, equipment, tools, and incidentals necessary to perform steel crack arresting in accordance with this Special Note, the Standard Specifications, and the Contract Documents as outlined herein.

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
24409EC	Drill Holes in Steel Members	Each

**SPECIAL NOTE FOR BRIDGE CLEANING AND PREVENTATIVE  
MAINTENANCE**

**1. DESCRIPTION.** Perform all work in accordance with the Kentucky Transportation Cabinet, Department of Highway’s 2019 Standard Specification for Road and Bridge Construction applicable Supplemental Specifications, Standard Drawings, 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) Debris removal; (3) Stratified and pack rust removal; (4) Pressure washing; (5) Lubricate bearing devices. (6) Maintain and control traffic; (7) All other work required for this contract.

**2. SUBMITTALS**  
The Contractor shall comply with the submittal requirements detailed in Section 108 of the Standard Specifications for Road and Bridge Construction (Current Edition) and submit the following **written** items to the Project Engineer **14 days** prior to the Pre-Construction Conference:

- A. A detailed Progress of Work Schedule.
- B. Traffic Control Plan.
- C. Manufacturers’ recommended Film Thickness and application conditions for the coating system to be used.

**All submittals must be received, accepted and/or approved by the KYTC Engineer prior to beginning any work.**

**3. MATERIALS.**

**A. Wash Water**  
Use clean potable water for all pressure washing.

**B. Bearing Lubricant**  
Use one of the lubricants from the following manufactures:

<b>Manufacture</b>	<b>Lubricant</b>
Bostik Inc.,	‘Never Seez - Mariner’s Choice’
Mobil Oil	‘Mobil Centaur Moly NLGI Grades 1 or 2
Certified Labs	‘Premalube #1 WG’

**3. CONSTRUCTION.**

**A. Debris Removal.**  
All debris shall be removed from the bridge bearings. 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. All vegetation present at areas of the bridge that are to be addressed in this proposal shall be removed as determined by the Engineer.

**B. Stratified and Pact Rust Removal.**

Stratified and pack rust shall be removed from all bearing devices. See attached detailed drawings for each location 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.

**C. Pressure Washing.**

Specified bridge bearings shall 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.

**D. 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. 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.

**E. Sequence of Work.**

Complete work in the sequence listed below:

1. Debris Removal
2. Stratified and Pact Rust Removal
3. Pressure Washing
4. Bearing Lubrication

**F. Access.**

The Contractor shall provide OSHA compliant safe access for all bridge cleaning and preventive maintenance operations and inspection.

**G. 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. **Bearing Greasing:** Visual Inspection.

#### **H. Verifying Field Conditions.**

The Contractor shall be familiar with all conditions at the bridge site. The Cabinet will not consider any claims due to the Contractor having not familiarized themselves with requirements of this work. Residual lead paint may present on the 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.

#### **I. 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 Contractors actions.

#### **4. MEASUREMENT.**

**Bridge Cleaning and Preventative Maintenance:** The Cabinet will measure this item as "Lump Sum".

#### **5. PAYMENT.**

**Bridge Cleaning and Preventative Maintenance (23949EC):** The contract price for this item will be paid as a lump sum. The payment for this bid item at the contract unit price of Lump Sum shall be considered full compensation for complete and accepted work for all work items described in this note and attached detailed drawings which includes all labor, materials, equipment needed to complete all specified items in this contract for '**BRIDGE CLEANING AND PREVENTATIVE MAINTENANCE**'.

## **SPECIAL NOTE FOR ELIMINATING TRANSVERSE JOINTS ON BRIDGES**

### **I. DESCRIPTION**

Perform all work in accordance with the Kentucky Transportation Cabinet, Department of Highway's current Standard Specifications for Road and Bridge Construction and applicable Supplemental Specifications, the Standard Drawings, this Note, and the 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 joint material to eliminate the transverse joint.
- (3) Install additional steel reinforcement, armored edges, and new concrete as specified and in accordance with the attached detail drawings.
- (4) Maintain and control traffic.
- (5) Any other work specified as part of this contract.

### **II. MATERIALS**

- A. Class "M" Concrete.** Use either "M1" or "M2". See Section 601.
- B. Steel Reinforcement.** Use Grade 60. See Section 602.
- C. Structural Steel.** Use new, commercial grade steel suitable for welding. The Engineer will base acceptance on visual inspection.
- D. Stud Anchors.** The armored edge stud anchors are  $\frac{3}{4}$ " embedded stud shear connectors conforming to ASTM A108, Grade 1015.
- E. Epoxy Bond Coat.** See Section 511.

### **III. CONSTRUCTION**

- A. Remove Existing Materials.** Remove the existing transverse joints, joint filler, and specified areas of concrete as shown on the attached detail drawings or as directed by the Engineer. Dispose of all removed material entirely away from the job site. This work is incidental to the contract unit price for "Eliminate Transverse Joint".  
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.
- B. Install Reinforcement.** Install steel reinforcement as shown on the detailed drawings.
- C. Place Armored Edges.** Locate armored edges in accordance with the Plans and applicable Standard Drawings. Fabricate and place new armored edges to match original grade. Clean and paint all structural steel in accordance with the requirement of Section 607, except that surfaces to come in contact with concrete are not to be painted and no field coating will be required. If installation of armored edges in two or more stages is necessary, join the armored edges at or near the centerline of the roadway or lane line, field weld, and grind smooth.
- D. Place New Concrete.** After all specified existing materials have been removed, place new Class "M" Concrete to match existing grade.

On the sidewalk or curb, place the new concrete to original grade as shown on the detail drawings and finish to match the existing curb/sidewalk.

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.

#### IV. MEASUREMENT

- A. Eliminate Transverse Joint.** The Department will measure the quantity in linear feet as shown on the detailed drawings.
- B. Steel Reinforcement.** See Section 602.
- C. Armored Edges.** Measurement shall be in linear feet from gutter line to edge of sidewalk.

#### V. PAYMENT

- A. Eliminate Transverse Joint.** Payment at the contract unit price per linear foot is full compensation for removing and disposing of the specified existing materials, furnishing and installing the concrete, and all incidental items necessary to complete the work within the specified pay limits as specified by this note and as shown on the attached detail drawings.
- B. Steel Reinforcement.** See Section 602.
- C. Armored Edges.** Payment at the contract unit price bid for Armored Edge for Concrete shall be full compensation for furnishing and installing the armored edge as specified.

The Department will consider payment as full compensation for all work required by this note and the attached detail drawings.

## **SPECIAL NOTE FOR KENTUCKY APPROACH DRAINAGE REPAIRS**

### **I. DESCRIPTION**

Perform all work in accordance with the Kentucky Transportation Cabinet, Department of Highway's current Standard Specifications for Road and Bridge Construction and applicable Supplemental Specifications, the Standard Drawings, this Note, and the attached detail drawings. 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 workers to complete the construction and for the Engineer to approve the work.
- 3) Remove existing drainage components in accordance with this note and the attached detail drawings.
- 4) Clean out the underground connection to the sewer system.
- 5) Prepare surfaces.
- 6) Install new drainage components in accordance with this note and the attached detail drawings.
- 7) Contain all debris.
- 8) Any other work specified as part of this contract.

### **II. MATERIALS**

- A. Drain Pipe.** Use ASTM A53 standard weight galvanized. Pipe and all fittings shall be galvanized inside and out in accordance with ASTM A123.
- B. Structural Steel.** Use AASHTO M270 (ASTM A709) Grade 50 steel. All structural steel shall be hot-dip galvanized in accordance with ASTM A123.
- C. High Strength Bolts, Nuts, and Washers.** Ensure all bolted connections are AASHTO M164 (ASTM A325) high strength bolts, nuts, and washers. Type 1 galvanized bolts shall be used as described in AASHTO M164. All high strength bolted field connections are to be installed using "Direct Tension Indicators" (DTI's) in accordance with the Standard Specifications and ASTM F959. All bolts, nuts, washers, and DTI's are to be mechanically galvanized in accordance with AASHTO M298, Class 50 (ASTM B695-04, Class 50).

### **III. CONSTRUCTION**

- A. Dimensions.** The Contractor shall verify dimensions, including thickness of parts, with field measurements prior to ordering materials or fabricating steelwork. The dimensions shown on the plans are generally taken from the original contract plans and may not convey changes made during or since construction.
- B. Shop Drawings.** Shop drawings are not required, unless the Contractor, Fabricator, or Supplier proposes any changes. In this case, the Contractor shall submit full sets



- of prints of the detailed shop drawings for all structural steel to the Department for review in accordance with Section 607.03.01 of the Specifications.
- C. Remove Existing Drainage System.** Remove existing drainage downspout at Piers 2, 3, 4, 5, and 6 from the existing deck drain casting coupling to the edge of the existing column footing below grade. Care shall be taken to prevent damage of the existing deck drain casting and the underground pipe to remain.
  - D. Clean Out Underground Connection to Sewer System.** The Contractor shall ensure that the underground pipe connection to the sewer system that is to remain shall be clear and free from debris which would restrict or inhibit flow to the sewer. If required, the Contractor shall clean and remove any debris from the connection pipe at no additional cost to the Department. This work shall be considered incidental to "Deck Drain Retrofit".
  - E. Install Drainage Pipe.** Install the new 8" diameter standard weight galvanized pipe as directed by the Engineer and in accordance with the attached detail drawings.
  - F. Painting.** Prior to the installation of new structural steel clean and paint all existing exposed structural steel to remain in accordance with Section 607.03.23 "Cleaning and Painting". Paint color shall match existing. Apply field coatings to steel to be overcoated in accordance with Section 614. Field painting of all existing structural steel will be considered incidental to "Deck Drain Retrofit".
  - G. Prohibited Field Welding.** No welding of any nature shall be performed on the bridge except as shown on the attached drawings without the written consent of the Bridge Preservation Branch Manager, and then only in the manner and at the locations designated in the authorization.
  - H. Damage to the Structure.** The Contractor shall bear full responsibility and expense for any and all damage to the structure, should such damage result from the Contractor's actions.
  - I. Touch-Up Painting.** All areas of existing steel on which the paint has been damaged by the Contractor shall be wire brush cleaned and spot painted in accordance with Section 607.03.23 "Cleaning and Painting". Paint color shall closely match color of existing paint. The cost of this touch-up painting is to be included in the price bid for Steel Repair.

#### IV. MEASUREMENT

- A. Deck Drain Retrofit.** The Department will measure this quantity as each.

#### V. PAYMENT

- A. Deck Drain Retrofit.** Payment at the contract unit price is full compensation for all labor, removal, drilling, all new materials, hot dip galvanizing, cleaning and painting, equipment, tools and incidentals necessary to complete the work as shown on the attached detail drawings.

The Department will consider payment as full compensation for all work required by this note and the attached detail drawings.

## **SPECIAL NOTE FOR TRUSS DRAINAGE REPAIRS**

### **I. DESCRIPTION**

Perform all work in accordance with the Kentucky Transportation Cabinet, Department of Highway's current Standard Specifications for Road and Bridge Construction and applicable Supplemental Specifications, the Standard Drawings, this Note, and the attached detail drawings. 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 workers to complete the construction and for the Engineer to approve the work.
- 3) Remove existing drainage components in accordance with this note and the attached detail drawings.
- 4) Prepare surfaces.
- 5) Install new drainage components in accordance with this note and the attached detail drawings.
- 6) Contain all debris.
- 7) Any other work specified as part of this contract.

### **II. MATERIALS**

- A. Drain Pipe.** Use ASTM A53 Grade B standard weight galvanized. Pipe and all fittings shall be galvanized inside and out in accordance with ASTM A123.
- B. Structural Steel.** Use AASHTO M270 (ASTM A709) Grade 50 steel. All structural steel shall be hot-dip galvanized in accordance with ASTM A123.
- C. High Strength Bolts, Nuts, and Washers.** Ensure all bolted connections are AASHTO M164 (ASTM A325) high strength bolts, nuts, and washers. Type 1 galvanized bolts shall be used as described in AASHTO M164. All high strength bolted field connections are to be installed using "Direct Tension Indicators" (DTI's) in accordance with the Standard Specifications and ASTM F959. All bolts, nuts, washers, and DTI's are to be mechanically galvanized in accordance with AASHTO M298, Class 50 (ASTM B695-04, Class 50).

### **III. CONSTRUCTION**

- A. Dimensions.** The Contractor shall verify dimensions, including thickness of parts, with field measurements prior to ordering materials or fabricating steelwork. The dimensions shown on the plans are generally taken from the original contract plans and may not convey changes made during or since construction.

- B. Shop Drawings.** The Contractor shall submit full sets of prints of the detailed shop drawings for all structural steel to the Department for review in accordance with Section 607.03.01 of the Specifications. The Contractor shall submit the proposed drainage system to the Engineer for review. No welding of any nature shall be performed on the bridge. No additional drilling or bolts will be allowed except as shown on the detailed drawings.
- C. Remove Existing Drainage System.** Remove existing drainage system at the outboard side of the downstream truss in Span 10. The removal limits are from the existing deck drain casting coupling to the outlet of the drainage system between truss panel point L4'-L5'. Care shall be taken to prevent damage of the existing deck drain casting and the structural steel members. Install and fully tighten new A325 bolts in all open holes.
- D. Install Drainage Pipe.** Install the new 8" diameter standard weight galvanized pipe as directed by the Engineer and in accordance with the attached detail drawings.
- E. Painting.** Prior to the installation of new structural steel clean and paint all existing exposed structural steel to remain in accordance with Section 607.03.23 "Cleaning and Painting". Paint color shall match existing. Apply field coatings to steel to be overcoated in accordance with Section 614. Field painting of all existing structural steel will be considered incidental to "Drainage System".
- F. Prohibited Field Welding.** No welding of any nature shall be performed on the bridge except as shown on the attached drawings without the written consent of the Bridge Preservation Branch Manager, and then only in the manner and at the locations designated in the authorization.
- G. Damage to the Structure.** The Contractor shall bear full responsibility and expense for any and all damage to the structure, should such damage result from the Contractor's actions.
- H. Touch-Up Painting.** All areas of existing steel on which the paint has been damaged by the Contractor shall be wire brush cleaned and spot painted in accordance with Section 607.03.23 "Cleaning and Painting". Paint color shall closely match color of existing paint. The cost of this touch-up painting is to be included in the price bid for Steel Repair.

#### IV. MEASUREMENT

- A. Drainage System.** The Department will measure this quantity as each.

#### V. PAYMENT

- A. Drainage System.** Payment at the contract unit price is full compensation for all labor, removal, all new materials, hot dip galvanizing, cleaning and painting, equipment, tools and incidentals necessary to complete the work as shown on the attached detail drawings.

The Department will consider payment as full compensation for all work required by this note and the attached detail drawings.

### **SPECIAL NOTE FOR HOT-DIP GALVANIZING STEEL**

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

- I. **DESCRIPTION.** This work shall consist of surface preparation and hot-dip galvanizing structural steel specified on the plans. An additional coating system as described in Section 607.03.23 of the Specifications is not required when this note is included in the contract.
- II. **MATERIALS.**
  - A. **Steel.** Use steel specified in the plans; however, fabricator must confirm that the steel material has silicon content either below 0.4% or between 0.15% and 0.22% to ensure galvanizing will perform and bond as required. Steel material out of this range shall be rejected. This specification can only be utilized for rolled steel beam bridges (no plate girders) and associated hardware.
  - B. **Zinc.** In accordance with AASHTO M111.
- III. **HOT-DIP GALVANIZING.**
  - A. **Application.**

Steel members, fabrications and assemblies shall be galvanized by the hot-dip process in the shop according to AASHTO M111 (*Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products*).

Bolts, nuts, washers and steel components shall be galvanized in the shop according to AASHTO M232 (*Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware*).
  - B. **Safeguarding against embrittlement, distortion, and cracking**

All steel shall be safeguarded against embrittlement according to ASTM A143 (*Standard Specification for Safeguarding against Embrittlement of Hot-Dip Galvanized Structural Steel Products and Procedure for Detecting Embrittlement*). Water quenching or chromate conversion coatings shall not be used on any steel work that is to be painted.

All galvanized steel work shall be handled in a manner to avoid mechanical damage and minimize distortion. Members shall be supported during galvanization to prevent permanent distortion. The contractor/fabricator/galvanizer must propose changes to the element prior to preparing shop drawings if necessary to minimize the chances of permanent distortion or cracking during hot-dip galvanizing. Pre-heating must be utilized if necessary to minimize the chance of permanent distortion or cracking.

The contractor is required to inspect each element for distortion following hot-dip galvanizing prior to dipping the next element. Consult the Engineer if distortion is detected before proceeding to the next element.
  - C. **Fabrication**

Hot-dip galvanizing shall be indicated on the shop drawings. The fabricator shall coordinate with the galvanizer to incorporate additional steel detail required to facilitate galvanizing of the steel. These additional details shall be indicated on the shop drawings.

To ensure identification after galvanizing, piece marks shall be supplemented with metal tags for all items where fit-up requires matching specific pieces.

After fabrication (cutting, welding, drilling, etc.) is complete, all holes shall be deburred and all fins, scabs or other surface/edge anomalies shall be ground or repaired per ASTM A6. The items shall then be cleaned per Steel Structures Painting Council's Surface Preparation Specification SSPC-SP1 (Solvent Cleaning) and SSPC-SP6 (Commercial Blast Cleaning). All surfaces shall be inspected to verify no fins, scabs or other similar defects are present.

All welded attachments shall be connected prior to hot dip galvanization, including shear studs.

Beams shall be handled, stored and transported with their webs vertical and with proper cushioning to prevent damage to the member and coating. Members shall be supported during galvanizing to prevent permanent distortion.

**D. Surface Preparation**

The Contractor/Fabricator shall consult with the galvanizer to insure proper removal of grease, paint, and other deleterious materials prior to galvanizing. The members shall be abrasive blasted/cleaned to SSPC SP6/NACE 3 to remove all mill scale.

**E. Coating Requirements**

Coating weight, surface finish, appearance and adhesion shall conform to requirements of ASTM A385 (*Standard Practice for Providing High-Quality Zinc Coatings (Hot-Dip)*) and AASHTO M111 or AASHTO M232, as appropriate.

**F. Testing Requirements**

Inspection and testing of hot-dip galvanized coatings shall follow the guidelines provided in the American Galvanizers Association publication "*Inspection of Products Hot-dip Galvanized after Fabrication*". Sampling, inspection, rejection, and retesting for conformance with requirements shall be according to AASHTO M111 or AASHTO M232 as applicable, with the target coating thickness of 152 microns (6 mils). Coating thickness shall be measured according to AASHTO M111, for magnetic thickness gage measurement and AASHTO M232 as appropriate. The Cabinet may elect to conduct testing in addition to the Standards required testing.

All galvanized steel will be visually inspected for finish and appearance.

Bolts, nuts, washers, and steel components shall be packaged according to AASHTO M232. Identity of bolts, nuts and washers shall be maintained for lot-testing after galvanizing according to Article 505.04(f)(2) for high strength steel bolts.

**G. Connection Treatment**

After galvanizing and prior to shipping, contact surfaces for any bolted connections shall be roughened by hand wire brushing or according to SSPC-SP7 (Brush-Off Blast Cleaning). Power wire brushing is not allowed.

All bolt holes shall be reamed or drilled to their specified diameters after galvanizing. All bolts shall be installed after galvanizing.

**H. Repair of Hot-dip Galvanized Coating**

Surfaces with inadequate zinc thickness will be repaired using zinc-based solder in accordance to ASTM A780 (*Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings*) Section 4.2.1 and AASHTO M111. Any fins or slivers present after galvanizing will be removed and repaired ASTM A780 (Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings) Section 4.2.1 and AASHTO M111.

Surfaces of galvanized steel that are damaged after the galvanizing operation shall be repaired according to ASTM A780. Damage that occurs in the shop shall be repaired in the shop. Damage that occurs during transport or in the field shall be repaired in the field. Any drips or runs in the galvanizing will be removed by grinding to match the surrounding surface.

All bolt holes shall be reamed or drilled to their specified diameters after galvanizing.

The Cabinet's Project Team must inspect and approve the galvanized steel prior to the subsequent Phase of Work.

**V. PAYMENT**

The cost of all surface preparation, galvanizing, and all other work described herein shall be the considered as included in the unit price bid for the applicable pay item to be hot-dip galvanized.

The Department will consider payment as full compensation for all work required by these notes and detail drawings.

## **SPECIAL NOTE FOR EPOXY INJECTION CRACK REPAIR**

### **I. DESCRIPTION**

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

This work consists of the following:

1. Furnish all labor, materials, tools, equipment, and incidental items necessary to complete the work.
2. Provide safe access to the bridge, in accordance with Section 107.01.01, for the Engineer to sound possible repair areas and for workers to complete the construction.
3. Drill injection port holes.
4. Epoxy injection.
5. Finish the repaired surface.
6. Obtain core samples for the Engineer's visual inspection.
7. Repair core holes.
8. Any other work specified as part of this contract.

### **II. MATERIALS, EQUIPMENT, PERSONNEL**

**A. Type IV Epoxy Resin.** Use either Category I or II suitable for epoxy injection applications. See Section 826. All cracks shall be injected using an adhesive suitable for the field conditions (crack width, temperature, humidity, etc.) recommended by the adhesive manufacture as shown on material data sheets.

**B. Equipment.** Equipment used to inject the epoxy shall meet the recommendations of the epoxy injection material manufacturer.

**C. Personnel.** Arrange to have a manufacturer's representative at the job site to familiarize him and the Engineer with the epoxy materials, application procedures and recommended pressure practice. The representative shall direct at least one complete crack or area injection and be assured prior to his departure from the project that the personnel are adequately informed to satisfactorily perform the remaining repairs.

Furnish the Engineer a copy of the manufacturer's comprehensive preparation, mixing and application instructions which have been developed especially for use with the proposed epoxy injection system. Ensure that any significant changes to these instructions which are recommended by the representative for an unanticipated situation have been approved by the Engineer prior to the adoption of such changes.



### III. CONSTRUCTION

- A. Investigate Remedial Action.** If the crack is larger than or equal to 0.025" wide or has rust stains, repair the crack by epoxy injection. If the crack is less than 0.025" wide, the crack shall be sealed in accordance with the Special Note for Concrete Sealing. Areas of map cracking are to be sounded by the Engineer with a hammer. If the areas are delaminated or spalled, they shall be repaired in accordance with the Special Note for Concrete Patching. Otherwise, the cracks shall be repaired in accordance with this Note.
- B. Drill Injection Port Holes.** Install injection ports or tees in cracks to be injected. Space injection ports or tees at 6 to 12 inches vertically and 6 to 18 inches horizontally but in no case closer together than the thickness of the concrete member if full depth penetration is desired unless otherwise specified or directed. Set ports or tees in dust free holes made either with vacuum drills or chipping hammers.
- C. Epoxy Injection.** Seal all surface cracks in the area to be repaired, after injection ports or tees have been inserted into the holes, with paste epoxy between ports to insure retention of the pressure injection within the confines of the member. An alternate procedure of sealing the cracks before the injection holes have been made can be submitted to the Engineer for approval. Limit the application of paste epoxy to clean and dry surfaces. Limit substrate temperatures to not less than 45°F during epoxy applications.
- Begin the epoxy injection at the bottom of the fractured area and progress upward using a port or tee filling sequence that will ensure the filling of the lowermost injection ports or tees first.
- Establish injection procedures and the depths and spacings of holes at injection ports or tees. Use epoxy with flow characteristics and injection pressure that ensure no further damage will be done to the member being repaired. Ensure that the epoxy will first fill the innermost portion of the cracked concrete and that the potential for creating voids within the crack or epoxy will be minimized.
- D. Finish the Repaired Surface.** Remove the injection ports or tees flush with the concrete surface after the fractured area has been filled and the epoxy has partially cured (24 hours at ambient temperature not less than 60°F, otherwise not less than 48 hours). Roughen the surfaces of the repaired areas to achieve uniform surface texture. Remove any injection epoxy runs or spills from concrete surfaces.
- E. Obtain Core Samples.** Obtain two 4-inch diameter core samples in the first 25 linear feet of crack repaired and one core for each 25 linear feet thereafter. Take the core samples from locations determined by the Engineer and for the full crack depth. Cores will be visibly examined by the Engineer to determine the extent of epoxy penetration.
- F. Repair Core Holes.** Repair core holes in the concrete with non-shrink grout in accordance with Section 601.03.03(B) within 24 hours.

**IV. MEASUREMENT**

The Department will measure the quantity in linear feet along the centerline of the cracks. The Department will not measure preparation of the site for the Engineer’s access or removal and reapplication of repairs that do not satisfy the Engineer’s approval for payment and will consider them incidental to “Epoxy Injection Crack Repair”.

**V. PAYMENT.**

The Department will make payment for the completed and accepted quantities of concrete cracks repaired with epoxy injection under the following:

<u><i>Code</i></u>	<u><i>Pay Item</i></u>	<u><i>Pay Unit</i></u>
23744EC	Epoxy Injection Crack Repair	Linear Feet

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

**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 each structure in this contract as shown below.

<u>STRUCTURE</u>	<u>NO. OF CALENDAR DAYS</u>	<u>COMPLETION DATE</u>
059B00049N	150	September 30, 2024

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.

## **RAILROAD COORDINATION**

Pier 9 is shared between CSX Transportation, Inc. (CSX) and the Kentucky Transportation Cabinet (KYTC). All work to be performed on, over, under, or adjacent to the railroad right-of-way shall comply with CSX requirements. The contractor shall submit the applicable construction submittals in accordance with the CSX Public Project Information Manual. When in conflict with other project specifications, the most stringent one shall apply. The following general notes shall apply:

**Means and Methods** – The Contractor shall develop a detailed submission indicating the progression of work with specific times when tasks will be performed for work activities that are on or in the vicinity of the CSXT property. This submission may require a walkthrough at which time CSXT and/or the Representative will be present. Work will not be permitted to commence until the Contractor has provided CSXT with a satisfactory plan that the project will be undertaken without scheduling, performance or safety related issues. Provide a listing of the anticipated equipment to be used, the location of all equipment to be used and ensure a contingency plan of action is in place should a primary piece of equipment malfunction. All work in the vicinity of CSXT property that has the potential of affecting CSXT train operations must be submitted and approved by CSXT prior to work being performed. This submission will also include a detailed narrative discussing the coordination of project safety issues between Contractor, CSXT and the Representative. The narrative shall address project level coordination and day to day, specific work operations including crane and equipment operations, erection plans and temporary works.

Demolition Procedures are required to be submitted to CSXT, or the Representative, in accordance with the CSXT Construction Submission Criteria, last revised July 2017. The CSXT Construction Submission Criteria should be referred to and complied with prior to the preparation of submissions, as it contains specific requirements that could impact the Contractor's material selection and methods or operations for work near the railroad. Revisions to Contractor submissions may not be field approved. Any deviation(s) from a previously accepted plan including equipment substitutions will require a formal resubmission of the procedure for review and acceptance prior to performing any work. A Professional Engineer in the State of Kentucky must sign and seal the plans. Up to thirty (30) days will be required to review all construction submissions. Up to an additional thirty (30) days will be required to review any subsequent submissions returned not approved.

**Emergency Action Plan** – Submit an emergency action plan indicating the location of the site, contact numbers, access to the site, instructions for emergency response and location of the nearest hospitals. This plan should cover all items required in the event of an emergency at the site including fire suppression. Coordinate the Emergency Action Plan with the safety related discussion of the Means and Methods submission discussed above. The plan should also include a method to provide this information to each project worker for each day on site.

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

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

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



**Andy Beshear**  
GOVERNOR

**TRANSPORTATION CABINET**

200 Mero Street  
Frankfort, Kentucky 406 01

**Jim Gray**  
SECRETARY

**Asbestos Inspection Survey**

To: Sharon James

District: 06

Date: August 25, 2023

Conducted By: O'Dail Lawson

Report Prepared By: O'Dail Lawson

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**Project and Structure Identification**

Project Number: Clay Wade Bailey Project

Structure ID: Kenton 059B00049N

Structure Location: US-25 over the Ohio River

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

Inspection Date: August 23<sup>rd</sup>, 2023

**Results and Recommendations**

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

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

MRS, Inc. Analytical Laboratory Division

Fax: (502) 491-7111

## BULK SAMPLE ASBESTOS ANALYSIS

Analysis N#	# 3308243	Address:	Kenton - 059B00049N
Client Name:	K Y T C		
Sampled By:	O'Dail Lawson		

[illegible]

Reviewed By: Wintezars Menzaf  
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.

AJHA #1 02459



## Chain of Custody Record

Kentucky Transportation Cabinet

200 Mero Street, 4th Floor West

Frankfort, Kentucky 40622

(502) 564-7250 fax (502) 564-5655

[illegible]



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

Certification Number: ETC-AIR-032223-00200

**O'Dail Lawson**

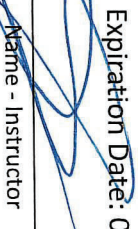
has on 03-22-2023 attended and successfully completed the requirements and passed the examination with a score of 70% of better on the entitled course.

**ASBESTOS INSPECTOR REFRESHER**

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

Conducted at: 1520 Alliant Ave., Louisville, KY

  
Name - Training Manager

Expiration Date: 03-22-2024  
  
Name - Instructor



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

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

RIGHT OF WAY CERTIFICATION

<input checked="" type="checkbox"/>	<b>Original</b>	<input type="checkbox"/>	<b>Re-Certification</b>	<b>RIGHT OF WAY CERTIFICATION</b>	
<b>ITEM #</b>		<b>COUNTY</b>		<b>PROJECT # (STATE)</b>	<b>PROJECT # (FEDERAL)</b>
06-10006.00		Kenton		FD52 059 0025 013-014	BRX 0251 (049)
<b>PROJECT DESCRIPTION</b>					
Joint Replacement & Preventative Maintenance on Clay Wade Bailey Bridge over the Ohio River. From MP 13.587 to 13.976					
<input checked="" type="checkbox"/>	<b>No Additional Right of Way Required</b>				
Construction will be within the limits of the existing right of way. The right of way was acquired in accordance to FHWA regulations under the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, as amended. No additional right of way or relocation assistance were required for this project.					
<input type="checkbox"/>	<b>Condition # 1 (Additional Right of Way Required and Cleared)</b>				
All necessary right of way, including control of access rights when applicable, have been acquired including legal and physical possession. Trial or appeal of cases may be pending in court but legal possession has been obtained. There may be some improvements remaining on the right-of-way, but all occupants have vacated the lands and improvements, and KYTC has physical possession and the rights to remove, salvage, or demolish all improvements and enter on all land. Just Compensation has been paid or deposited with the court. All relocations have been relocated to decent, safe, and sanitary housing or that KYTC has made available to displaced persons adequate replacement housing in accordance with the provisions of the current FHWA directive.					
<input type="checkbox"/>	<b>Condition # 2 (Additional Right of Way Required with Exception)</b>				
The right of way has not been fully acquired, the right to occupy and to use all rights-of-way required for the proper execution of the project has been acquired. Some parcels may be pending in court and on other parcels full legal possession has not been obtained, but right of entry has been obtained, the occupants of all lands and improvements have vacated, and KYTC has physical possession and right to remove, salvage, or demolish all improvements. Just Compensation has been paid or deposited with the court for most parcels. Just Compensation for all pending parcels will be paid or deposited with the court prior to AWARD of construction contract					
<input type="checkbox"/>	<b>Condition # 3 (Additional Right of Way Required with Exception)</b>				
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-	<b>EXCEPTION (S) Parcel #</b>		<b>ANTICIPATED DATE OF POSSESSION WITH EXPLANATION</b>
<b>Number of Parcels That Have Been Acquired</b>					
Signed Deed					
Condemnation					
Signed ROE					
<b>Notes/ Comments (Text is limited. Use additional sheet if necessary.)</b>					
<b>LPA RW Project Manager</b>			<b>Right of Way Supervisor</b>		
Printed Name				Printed Name	
Signature				Signature	
Date				Date: 2023.08.02 15:50:00 -04'00'	
<b>Right of Way Director</b>			<b>FHWA</b>		
Printed Name				Printed Name	
Signature				Signature	
Date				Date	

Digitally signed by Kelly Divine  
Date: 2023.08.02 15:06:13 -05'00'

## UTILITIES AND RAIL CERTIFICATION NOTE

**Kenton County  
BRX 0251 (049)  
FD52 059 0025 013-014  
Mile point: 13.587 TO 13.976  
JOINT REPLACEMENT AND PREVENTIVE MAINTENANCE ON CLAY WADE BAILEY BRIDGE OVER THE  
OHIO RIVER. JOINT PROJECT WITH OHIO. (059B00049N)  
ITEM NUMBER: 06-10006.00**

### PROJECT NOTES ON UTILITIES

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

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

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

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

UTILITIES AND RAIL CERTIFICATION NOTE

Kenton County  
BRX 0251 (049)  
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ITEM NUMBER: 06-10006.00

specified as such. It is the contractor’s responsibility to verify all utilities and their respective locations before excavating.

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

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

**Windstream** – Communications – Windstream facilities are inside undamaged Altafiber conduit and should not be disturbed.

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

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

Not Applicable

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

Not Applicable



UTILITIES AND RAIL CERTIFICATION NOTE

<p>Kenton County BRX 0251 (049) FD52 059 0025 013-014 Mile point: 13.587 TO 13.976 JOINT REPLACEMENT AND PREVENTIVE MAINTENANCE ON CLAY WADE BAILEY BRIDGE OVER THE OHIO RIVER. JOINT PROJECT WITH OHIO. (059B00049N) ITEM NUMBER: 06-10006.00</p>
--

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

**Altafiber** – Communications – Altafiber owns the 4-inch PVC conduits and steel platform directly underneath the conduits. The steel platform and conduits were damaged by a fire. 210 linear feet of 4-inch conduit and a steel platform are to be repaired as part of this contract.

**Lumen** – Communications – Lumen is inside the damaged Altafiber conduit.

RAIL COMPANIES HAVE FACILITIES IN CONJUNCTION WITH THIS PROJECT AS NOTED

☒ No Rail Involvement    ☐ Rail Involved    ☐ Rail Adjacent

**UTILITIES AND RAIL CERTIFICATION NOTE**

**Kenton County  
BRX 0251 (049)  
FD52 059 0025 013-014  
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OHIO RIVER. JOINT PROJECT WITH OHIO. (059B00049N)  
ITEM NUMBER: 06-10006.00**

**AREA FACILITY OWNER CONTACT LIST**

Utility contact information will be provided at the preconstruction meeting.



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

TC 58-48  
Rev. 10/2019  
Page 1 of 1

**1. PROJECT SUMMARY**

<b>Item #:</b> 6-100Q6	<b>Project Sponsor:</b> KYTC
<b>Route(s):</b> US 127/US42	<b>County:</b> Kenton
<b>Project Description:</b> JOINT REPLACEMENT AND PREVENTIVE MAINTENANCE ON CLAY WADE BAILEY BRIDGE OVER THE OHIO RIVER. JOINT PROJECT WITH OHIO. (059B00049N)	

**2. ENVIRONMENTAL DETERMINATION**

Functional Area	Determination	Comments/Commitments/Mitigation
Public and Resource Agency Controversy	No	
Total acreage of fee simple ROW	0	
Number of Total Relocations	0	
Environmental Justice Impacts	No	
Section 106: Architectural Historic	No Adverse Effect	PA2 Form attached
Section 106: Archaeological Resources	No Effect	PA2 Form attached
Section 4(f)	No 4(f) Properties	
Section 6(f)	No 6(f) Properties	
Noise	Not a Type I	
Air Quality Impacts	No	Bridge Maintenance pg 118 of 197 (8-3) of 2024 -2027 OKI TIP
Hazardous Materials Impacts	No	
Section 7: T&E Species	No Effect	No Effect Form attached; Special note for bats
Anticipated Feet of Stream Impacts	0	
Anticipated Acreage of Wetland Impacts	0	
Anticipated Permits	No	
Other: Special Note for Bats		If at any time bats are observed using existing bridge, activities shall cease until
Other:		the KYTC Biologist is contact to identify and relocate the bats
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	8/18/23 _____ Date	 _____ Project Manager	8/21/2023 _____ Date
_____ Environmental Project Manager	_____ Date	_____ Director of Environmental Analysis	_____ Date
_____ Recommended by FHWA	_____ Date	_____ Federal Highway Administration	_____ Date

KYTC Item No: 6-10006  
Route: US-25/US-42/US-127

County: Kenton

## KYTC Historic Architectural Investigation Form

Project Description: Joint replacement and preventive maintenance on the Clay  
Wade Bailey Bridge over the Ohio River.

Continued on page 4.

**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, reconstruction, or replacement

☐ 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 corridor)

☐ Within view shed of project (Discuss):  
Project will take place within the existing ROW of the bridge

☒ Other (Discuss):

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

☒ Yes

☐ No

☐ N/A (Explain):



KYTC Item No: 6-10006

County: Kenton

Route: US-25/US-42/US-127

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

☒ Yes

☐ No

Date of Field Investigation:

Investigator Name(s): Stephanie Lechert

**Discuss Basis for finding**

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

KHC database; Site Photos; Google Earth; Google Street View; Historicaerials.com; USGS historic aerials

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

☒ Present within the APE (Continue)

☐ No Properties Eligible within APE

***Sections below to be completed by KYTC Architectural Historian***

---

**Discuss eligibility determinations (criteria, integrity):**

The Clay Wade Bailey Bridge (KEC-1075) was previous determined eligible for the National Register of Historic Place under Criteria A and C in 2022. Under Criterion A, the KEC-1075 is eligible for listing in the NRHP under the area of significance Transportation as an important vehicular transportation link carrying US-25, US-42, and US-127 across the Ohio River from Kentucky into Ohio. Under Criterion C, KEC-1075 is a good example of a cantilevered steel through truss bridge. Although its materials and workmanship have experienced some impacts due to previous maintenance and rehabilitation, its integrity of location, design, setting, feeling, and association remain unaffected. Therefore, KEC-1075 retains sufficient historic integrity to convey its significance and remains eligible for the NRHP under Criteria A and C.

**Determination of Effect (when eligible sites have been identified):**

☐ No Historic Properties Affected

☒ No Adverse Effect (May result in Section 4(f) *De minimis* finding – Document appropriately)

☐ Adverse Effect

KYTC Item No: 6-10006

County: Kenton

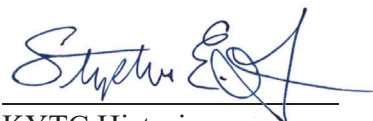
Route: US-25/US-42/US-127

**Discuss No Effect/No Adverse Effect Determination:**

The proposed project consists of repairing and replacing damaged elements of the Clay Wade Bailey Bridge (KEC-1075) in-kind and will not result in significant alterations to the bridge. In addition, all repairs will be restricted to the existing ROW of the KEC-1075. Efforts will be made to ensure the Chesapeake & Ohio Railroad Bridge (KEC-107) is not disturbed or otherwise incidentally impacted by the proposed KEC-1075 repair activities. No work will be conducted on KEC-107, or the half of the piers on which KEC-107 sits. Therefore, the proposed project will have No Adverse Effect.

- ☐ No Historic Properties Affected  
☒ No Adverse Effect to Historic Properties

**As Determined By:**

  
\_\_\_\_\_  
KYTC Historian

8/01/2023

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
SHPO Representative

8/7/2023

\_\_\_\_\_  
Date

**Attachments:**

- ☒ Map Showing APE and Identified Historic Resources  
☒ Individual Site Maps  
☒ Photographs  
☒ Project Plans  
☐ KHC Site Survey Forms  
☐ Other (Describe): \_\_\_\_\_  
☒ Copy EPM  
☒ Copy DEC  
☒ Copy DEA Project File  
☒ Copy FHWA (w/De minimis Memo if appropriate)  
☒ Copy SHPO

KYTC Item No: 6-10006

County: Kenton

Route: US-25/US-42/US-127

Project description continued:

Maintenance activities will consist of:

- Clean and Grease Bearings
- Expansion Joint Elimination
- Expansion Joint Replacement
- Expansion Joint Seal Replacement
- Floorbeam Crack Retrofit
- Floorbeam Repair
- Girder Repair
- Kentucky Approach Drainage Repair
- Pier 9 Cap repairs
- Sidewalk Sliding Plate Retrofit
- Span 10 Drainage Repair
- Stringer Repair

Discuss eligibility determinations continued:

The Chesapeake & Ohio Railroad Bridge (KEC-107) was previously determined eligible for the NRHP under Criteria A and C. Under Criterion A, KEC-107 is significant for its association with the development of transportation infrastructure in the Cincinnati-Northern Kentucky area in the area of significance of transportation. Under Criterion C, KEC-107 is eligible for its design and associated technological advances in the area of significance of engineering. Although its materials and workmanship have experienced some impacts due to previous maintenance and rehabilitation, its integrity of location, design, setting, feeling, and association remain unaffected. Therefore, KEC-107 retains sufficient historic integrity to convey its significance and remains eligible for the NRHP under Criteria A and C.



Figure 1. Project location map.





Figure 2. Site location map.



Figure 3. Overview of the Clay Wade Bailey Bridge (KEC-1075), taken from the Roebling Bridge, facing west.



Figure 4. Kentucky end of Clay Wade Bailey Bridge (KEC-1075) on right side of photograph, with Chesapeake & Ohio Railroad Bridge (KEC-107) on left side of photograph, facing north.





Figure 5. Ohio end of Clay Wade Bailey Bridge (KEC-1075) on left side of photograph, with Chesapeake & Ohio Railroad Bridge (KEC-107) on right side of photograph, facing south.



Figure 6. Looking toward Kentucky state line on Clay Wade Bailey Bridge (KEC-1075), with Chesapeake & Ohio Railroad Bridge (KEC-107) on right side of photograph, facing south.

KYTC Item No: 6-10006.00

County: Kenton

Route: US 25

KYTC Archaeological Investigation Form

Project Description: Preventative maintenance and joint repairs on the Clay Wade Bailey Bridge. Work involves: drainpipe repairs and retrofits; structural repairs (bolts, nuts, washers, expansion joints, girders, beams, and stringers); concrete crack repair; Bridge Pier 9 rehab and repair. All work is within existing ROW, and there will be no new ground disturbance.

USGS Quad Name: Covington

USGS Date: 1987

Coordinates (Project center point) -84.519206 39.090764 Decimal Degrees

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 \_\_\_\_\_

Are all new or existing ROW areas previously disturbed?

- ☒ Yes (Describe disturbance or basis for conclusion. Attach photos or maps):  
All work is structural. All work will be within existing ROW. There will be no new ground disturbance associated with this work.



KYTC Item No: 6-10006.00

County: Kenton

Route: US 25

**No Historic Properties Affected**

**As Determined By:**

Carl R. Shields

6/1/2023

**KYTC Representative**

**Date**

*Stephanie Dooley*

June 5, 2023

**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.

**There are multiple recorded historic sites and archaeological surveys within Covington that are close to the project, but none are within or immediately adjacent to the proposed work. Most surveys were for infrastructure projects. The historical sites documented reflect the development of neighborhoods within Covington. Because this project does not involve any new ground disturbance, no listing of sites is being provided.**

KYTC Item No: 6-10006.00

County: Kenton

Route: US 25





Map showing location of Clay Wade Bailey Bridge rehabilitation project.

KYTC Item No: 6-10006.00

County: Kenton

Route: US 25

	<b>Kentucky Transportation Cabinet Federal Highway Administration NO EFFECT FINDING</b>		
<b>KYTC Item No:</b>	<b>6-10006</b>	<b>Route(s):</b>	<b>US25</b>
<b>County(ies):</b>	<b>Kenton</b>		
<b>Project Description:</b> (Type of improvement, areas to be impacted, crossroad improvements, easements, etc.)			
JOINT REPLACEMENT AND PREVENTIVE MAINTENANCE ON CLAY WADE BAILEY BRIDGE OVER THE OHIO RIVER. JOINT PROJECT WITH OHIO			
<b>USFWS IPaC LISTED SPP FOR PROJECT SITE:</b>			
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>			
Clubshell <i>Pleurobema clava</i>			
Fanshell <i>Cyprogenia stegaria</i>			
Northern Riffleshell <i>Epioblasma rangiana</i>			
Orangefoot Pimpleback <i>Plethobasus cooperianus</i>			
Pink Mucket <i>Lampsilis abrupta</i>			
Rabbitsfoot <i>Theliderma cylindrica</i>			
Ring Pink <i>Obovaria retusa</i>			
Rough Pigtoe <i>Pleurobema plenum</i>			
Sheepnose <i>Plethobasus cyphyus</i>			
Snuffbox <i>Epioblasma triquetra</i>			
<b>Methodologies:</b> (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.			
<b>Results:</b> (Compare habitat used by listed species with available habitat)			
<p>Mammals: The gray bat utilizes caves year-round as roosts but may occasionally roost on bridges. They also forage over water features providing good riparian cover and abundant supply of aquatic insects. Indian and northern long-eared bat habitat is characterized by any tree ≥ 5” dbh that possess exfoliating bark, dead or dying trunk/branches, cavities or fissures. Tricolored bat will also roost in trees during the active season and sometimes use bridges. All listed bat species utilize caves for winter roosting habitat. No karst habitat exists within the project footprint. No tree take will take place for this project. The Baily brodge is a steel beam structure that experiences high amounts of traffic and human disturbance. No evidence of bats was found in prior bridge assessments. All impacts to the bridge will be minimal that will not affect any potential roosting bats. Due to these factors the project will have No Effect on all listed species.</p> <p>Mussels: Despite the proximity to the Ohio River, work for the project will cause no indirect or direct effects to the river due to its minimal impacts to the bridge.</p>			
<b>Determinations:</b>			
<b>Mammals: No habitat, no effect all species</b>			
<b>Mussels: No habitat, no effect all species</b>			

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.



\_\_\_\_\_

KYTC Signature

7/17/23

\_\_\_\_\_

Date

**Cassandra Cruikshank**

\_\_\_\_\_

Print Name

E.A.T.S. Milestones updated

**Cassandra  
Cruikshank**

\_\_\_\_\_

Name

7/17/23

\_\_\_\_\_

Date



ATTACHED: Agency Species List(s)

IPaC

Information for Planning and Consultation

MY PROJECTS

U.S. Fish & Wildlife Service

CASSONDRA CRUIKSHANK

Explore location

LOCAL OFFICES 2 OFFICES

PROJECT HOME

REGULATORY REVIEW

Project home / Resources

Resources

ENDANGERED SPECIES15

BALD & GOLDEN EAGLES1

MIGRATORY BIRDS13

FACILITIES

WETLANDS!

PRINT RESOURCE LIST

Endangered species

Listed species and their critical habitats are managed by the Ecological Services Program of the U.S. Fish and Wildlife Service (USFWS) and the fisheries division of the National Oceanic and Atmospheric Administration (NOAA Fisheries).

Species and critical habitats under the sole responsibility of NOAA Fisheries are not shown on this list. Please contact NOAA Fisheries for species under their jurisdiction.

Additional information on endangered species data is provided below.

The following species are potentially affected by activities in this location:


THUMBNAILS

LIST

SPECIES GUIDELINES


Mammals

Endangered




Gray Bat  
Myotis grisescens  
Wherever found

Endangered




Indiana Bat  
Myotis sodalis  
Wherever found

Endangered



Northern Long-eared Bat  
Myotis septentrionalis  
Wherever found

Proposed Endangered



Tricolored Bat  
Perimyotis subflavus

Page 3 of 5

Clams

Endangered



Clubshell  
*Pleurobema clava*  
Wherever found

Endangered



Fanshell  
*Cyprogenia stegaria*  
Wherever found

Endangered



Northern Riffleshell  
*Epioblasma rangiana*  
Wherever found

Endangered



No photo available

Orangefoot Pimpleback (pearlymussel)  
*Plethobasus cooperianus*  
Wherever found

Endangered



Pink Mucket (pearlymussel)  
*Lampsilis abrupta*  
Wherever found

Threatened



Rabbitsfoot  
*Quadrula cylindrica cylindrica*  
Wherever found

Endangered



Ring Pink (mussel)  
*Obovaria retusa*  
Wherever found

Endangered



Rough Pigtoe  
*Pleurobema plenum*  
Wherever found

Endangered



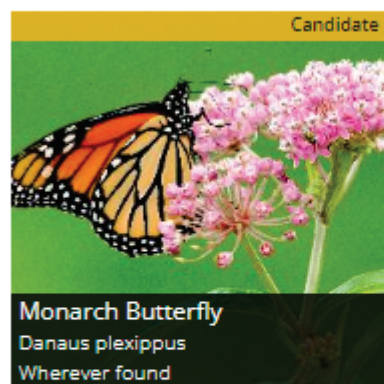
Sheepnose Mussel  
*Plethobasus cyphus*  
Wherever found

Endangered



Snuffbox Mussel  
*Epioblasma triquetra*  
Wherever found

## Insects



## Critical habitats

Potential effects to critical habitat(s) in this location must be analyzed along with the endangered species themselves.

There are no critical habitats at this location.

You are still required to determine if your project(s) may have effects on all above listed species.

- > What does IPaC use to generate the list of endangered species potentially occurring in my specified location?
- > Do these lists represent all species to be considered at this location?
- > If this resource list is empty, do I still need to coordinate with the USFWS?
- > What is an 'official species list' and why would I need one?

ABOUT  
[About the US FWS](#)  
[USA.gov](#)  
[FOIA](#)





***SPECIAL NOTE***  
**For Bridge Inspection/Repair and Bat Removal**  
  
**Kenton County**  
**JOINT REPLACEMENT AND PREVENTIVE**  
**MAINTENANCE ON CLAY WADE BAILEY BRIDGE**  
**OVER THE OHIO RIVER. JOINT PROJECT WITH OHIO.**  
**Item No. 06-10006.00**

If at any time during inspection or repairs, bats are observed using the existing bridge, **activities shall cease** until the KYTC Biologist is contacted to identify and relocate the bats.

**Bridge repairs cannot occur** until the KYTC Biologist has determined that federally threatened or endangered bat species are not using the existing bridge.

Contact information is as follows:

Cassandra Cruikshank  
KYTC Division of Environmental Analysis Biologist  
Phone: 502-782-5019  
Cell: 720-314-0316  
Email: [Cassandra.Cruikshank@ky.gov](mailto:Cassandra.Cruikshank@ky.gov)  
200 Mero Street  
Frankfort, KY 40622

Sharon James  
KYTC District 6 Environmental Coordinator  
Phone: 502-564-4256  
Email: [Shron.James@ky.gov](mailto:Shron.James@ky.gov)  
421 Buttermilk Pike  
Ft. Mitchell KY 41017

**If there are any questions regarding this note, please contact Danny Peake, Director, Division of Environmental Analysis, 200 Mero Street, Frankfort, KY 40622, Phone: (502) 564-7250.**

## **COAST GUARD REQUIRMENTS**

The Contractor shall submit their work plan for approval with the Cost Guard for approval 14 days prior to the pre-construction meeting along with completed following form.

PROMPTLY COMPLETE AND PROVIDE COPY TO:

Commander (dwb)  
Eighth Coast Guard District  
1222 Spruce Street  
St. Louis, MO 63103-2832

(314) 269-2381  
FAX (314) 269-2737

PROJECT INFORMATION RECORD

NAME OF BRIDGE: RIVER/MILE:

PROJECT:

PERMITTEE:

RESIDENT ENGINEER OR INSPECTOR: (NAME)

ADDRESS:

PHONE: (OFFICE) (HOME)

SUBCONTRACTOR:

SUBCONTRACTOR’S MAN IN CHARGE:

ALTERNATES:

START DATE: EXPECTED COMPLETION DATE:

NAME OR WORK BOAT ON JOB:

RADIO CALL SIGN AND FREQUENCIES:

HOURS/DAYS OF OPERATION:

(SIGNATURE)

KENTUCKY TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS  
BRIDGE REHABILITATION PLANS

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
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4	REPAIR 2: EXPANSION JOINT REPLACEMENT PIER 3 (KY APPROACH)
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7	REPAIR 3: EXPANSION JOINT REPLACEMENT LO, L17, & L0'
7	REPAIR 4: JOINT SEAL REPLACEMENT
8	REPAIR 5: GIRDER 8 AT PIER 7
9	REPAIR 6: FLOORBEAM STEEL CRACK REPAIR
10	REPAIR 7: SIDEWALK TRANSITION AT LO
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15	REPAIR 12: SPAN 10 DRAINAGE REPAIR
16	REPAIR 13: UTILITY PLATFORM REPAIR

SPECIAL NOTES

- GENERAL NOTES
- SPECIAL NOTE FOR TRAFFIC CONTROL ON BRIDGE REPAIR CONTRACTS

SPECIAL NOTE FOR MODULAR EXPANSION JOINT REPLACEMENT

SPECIAL NOTE FOR STRIP SEAL EXPANSION JOINTS

SPECIAL NOTE FOR JOINT SEAL REPLACEMENT

SPECIAL NOTE FOR STEEL REPAIRS

SPECIAL NOTE FOR ARRESTING STEEL CRACKS

SPECIAL NOTE FOR BRIDGE CLEANING AND PREVENTATIVE MAINTENANCE

SPECIAL NOTE FOR ELIMINATING TRANSVERSE JOINTS ON BRIDGES

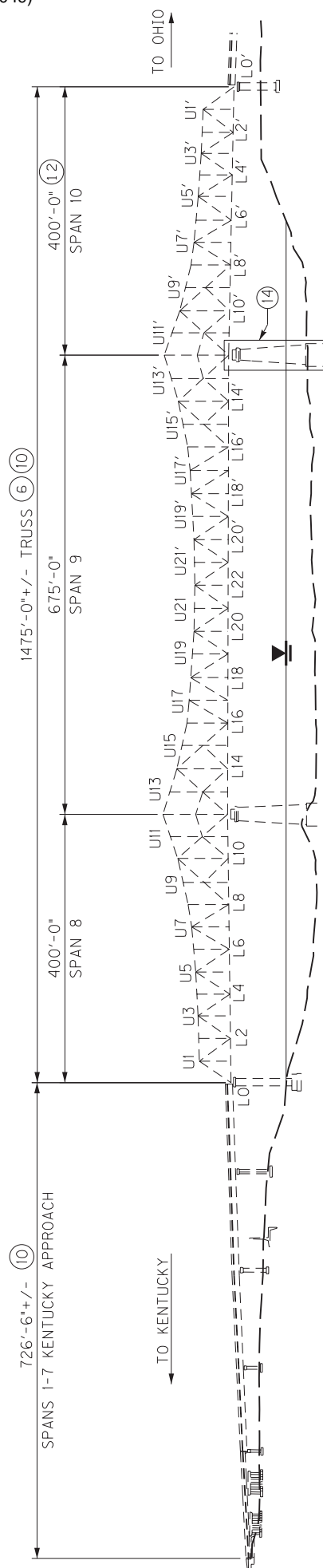
SPECIAL NOTE FOR KENTUCKY APPROACH DRAINAGE REPAIR

SPECIAL NOTE FOR TRUSS DRAINAGE REPAIR

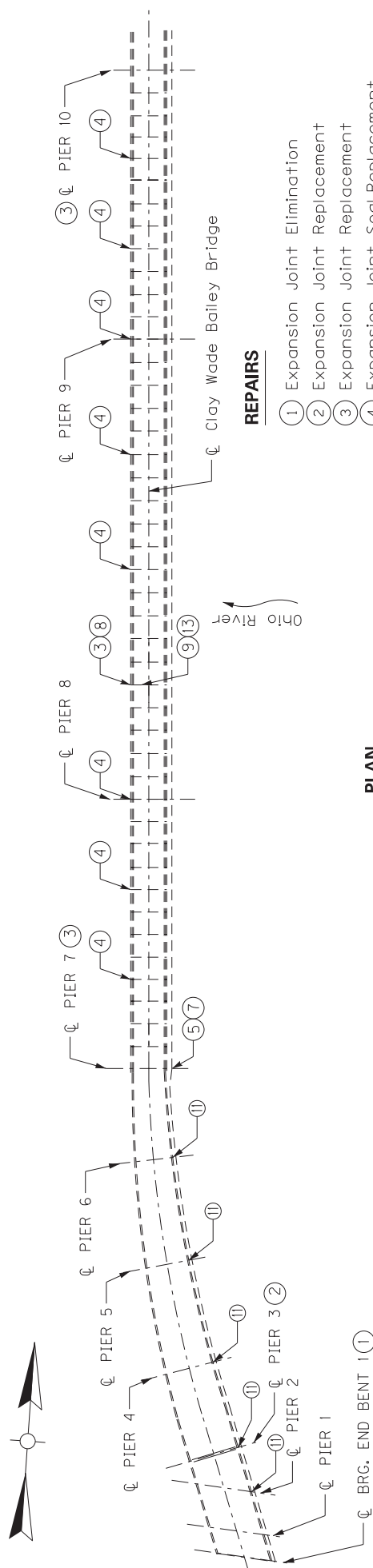
059B00049N  
CLAY WADE BAILEY BRIDGE  
US-42 OVER THE OHIO RIVER  
39.09138, -84.519444



LOCATION MAP



### ELEVATION

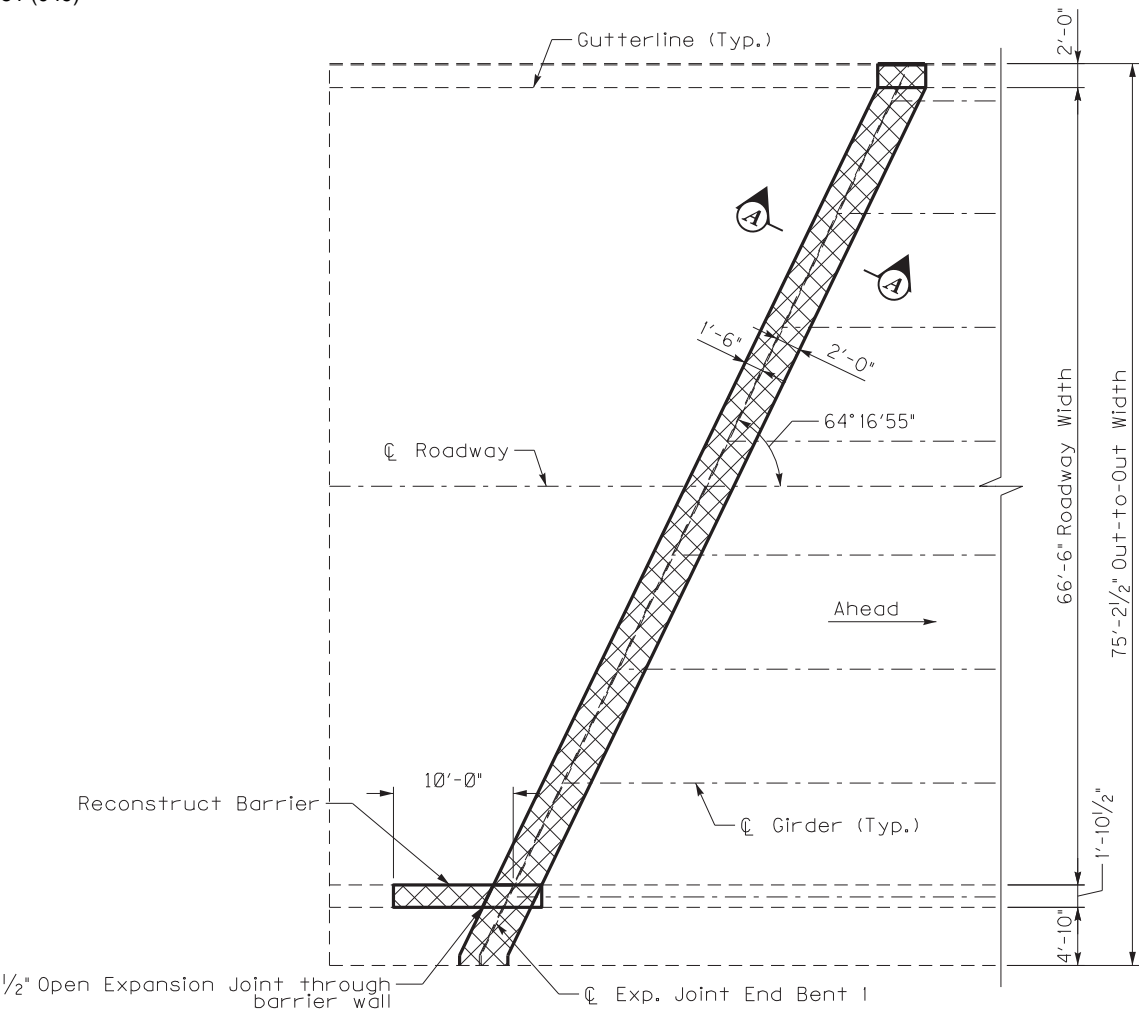


## REPAIRS


- ① Expansion Joint Elimination
- ② Expansion Joint Replacement
- ③ Expansion Joint Replacement
- ④ Expansion Joint Seal Replacement
- ⑤ Girder Repair
- ⑥ Floorbeam Crack Retrofit
- ⑦ Sidewalk Sliding Plate Retrofit
- ⑧ Stringer Repair
- ⑨ Floorbeam Repair
- ⑩ Clean and Grease Bearings
- ⑪ Kentucky Approach Drainage Repair
- ⑫ Span 10 Drainage Repair
- ⑬ Utility Platform Repair
- ⑭ See Pier 9 Repair Plans by Michael

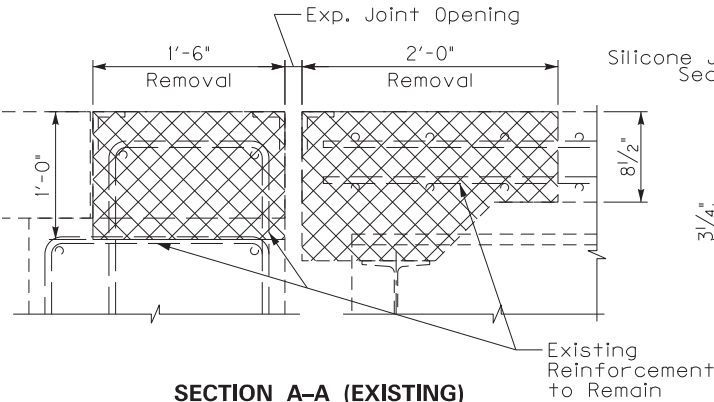
**Note :** Repair 10 includes cleaning and greasing of 8 truss and 70 Kentucky approach girder bearings. See Special Note for Bridge Cleaning and Preventative Maintenance.

ROUTE US-25 / US-42		COUNTY KENTON	LAYOUT	PREPARED BY <b>AECOM</b>	JULY 28, 2023
CROSSING OHIO RIVER		STRUCTURE NAME CLAY WADE BAILEY			



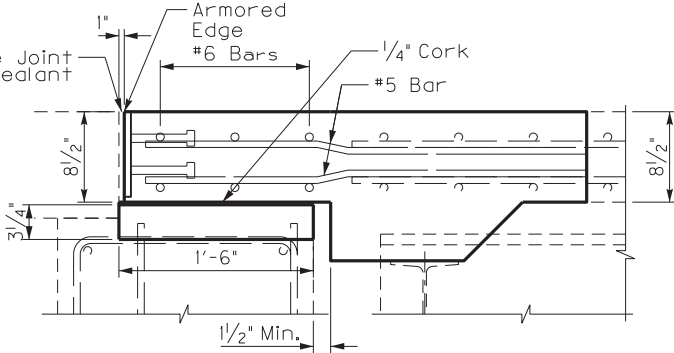
EXPANSION JOINT ELIMINATION PLAN

 Removal Limits - Remove all concrete and expansion joint material. Existing reinforcement to remain.

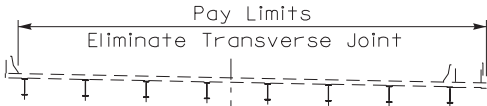


SECTION A-A (EXISTING)

(Studs not shown for clarity)



SECTION A-A (PROPOSED)

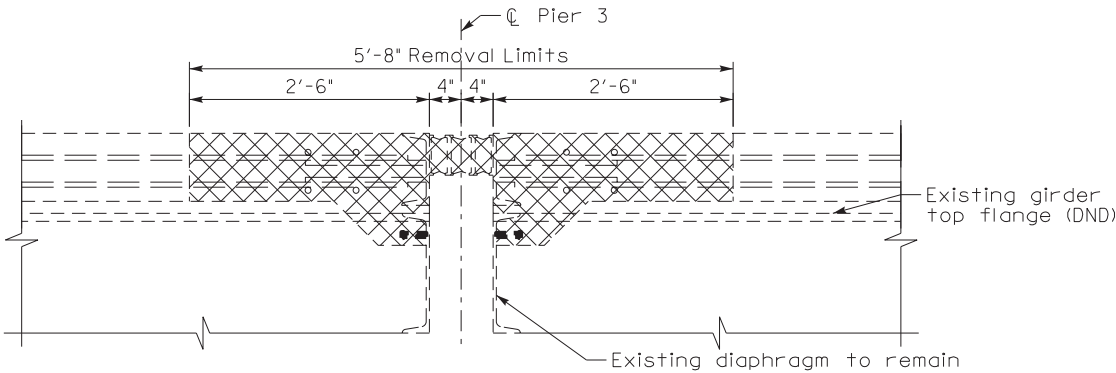


TYPICAL SECTION

END BENT 1 (KY APPROACH)

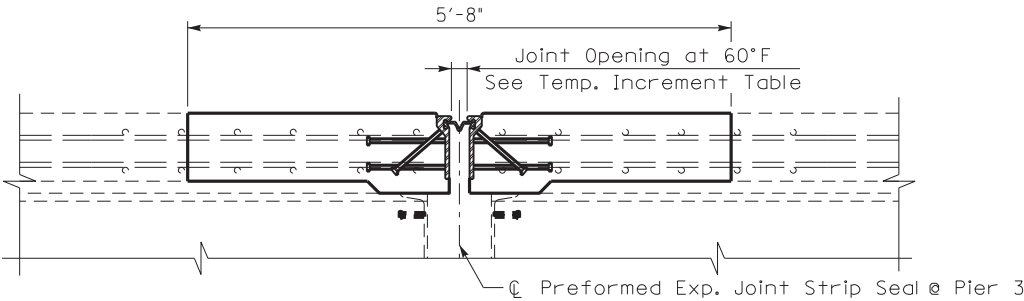
NOTES:

1. See Special Note for Eliminating Transverse Joints on Bridges.
2. Match existing roadway grade and profile.
3. See Standard Drawing BJE-001-I4 for Armored Edges.
4. Barrier wall reconstruction, including steel reinforcement, is considered incidental to Eliminate Transverse Joint.
5. See Existing Barrier Detail S07

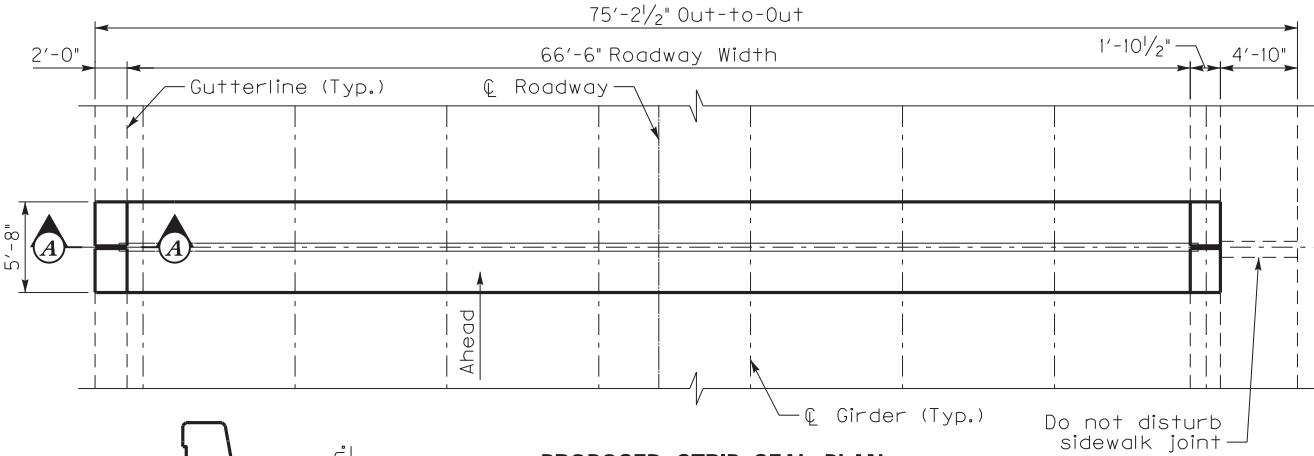


EXISTING MODULAR JOINT SECTION

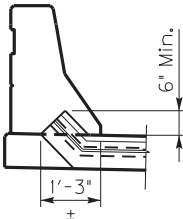
 Removal Limits - Remove all slab and barrier concrete and expansion joint material. Existing reinforcement to remain.



PROPOSED STRIP SEAL SECTION



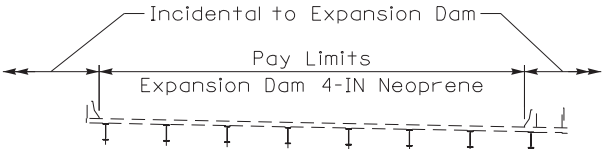
PROPOSED STRIP SEAL PLAN



SECTION A-A

See Sheet 7 for existing barrier details

Temperature Increment Table							
Construction Temp. °F	30	40	50	60	70	80	90
Joint Opening (in.)	2 <sup>5</sup> / <sub>8</sub>	2 <sup>7</sup> / <sub>16</sub>	2 <sup>3</sup> / <sub>16</sub>	2	1 <sup>13</sup> / <sub>16</sub>	1 <sup>1</sup> / <sub>16</sub>	1 <sup>3</sup> / <sub>8</sub>



TYPICAL SECTION  
PIER 3 (KY APPROACH)

- NOTES:
- See Special Note for Strip Seal Expansion Joint.
  - Match existing roadway grade and profile.

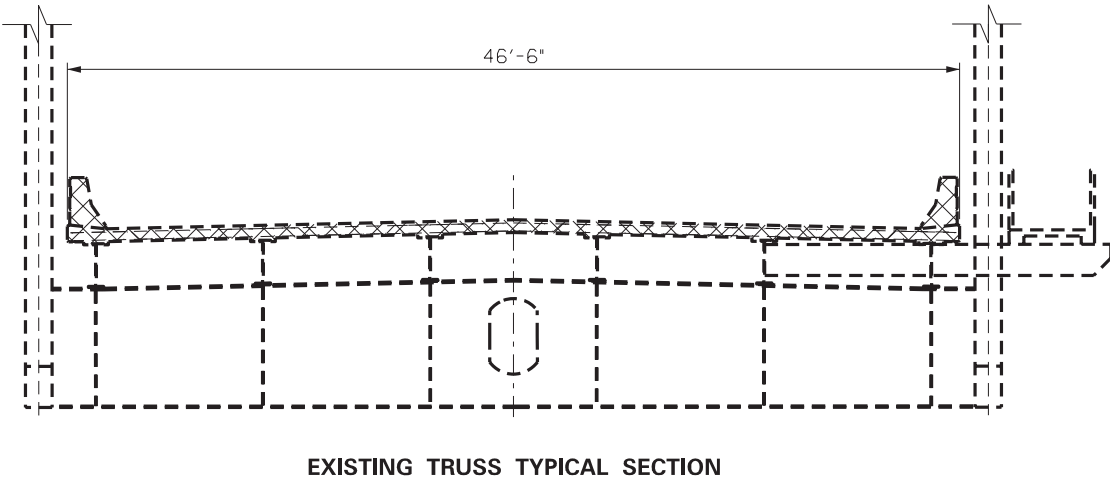
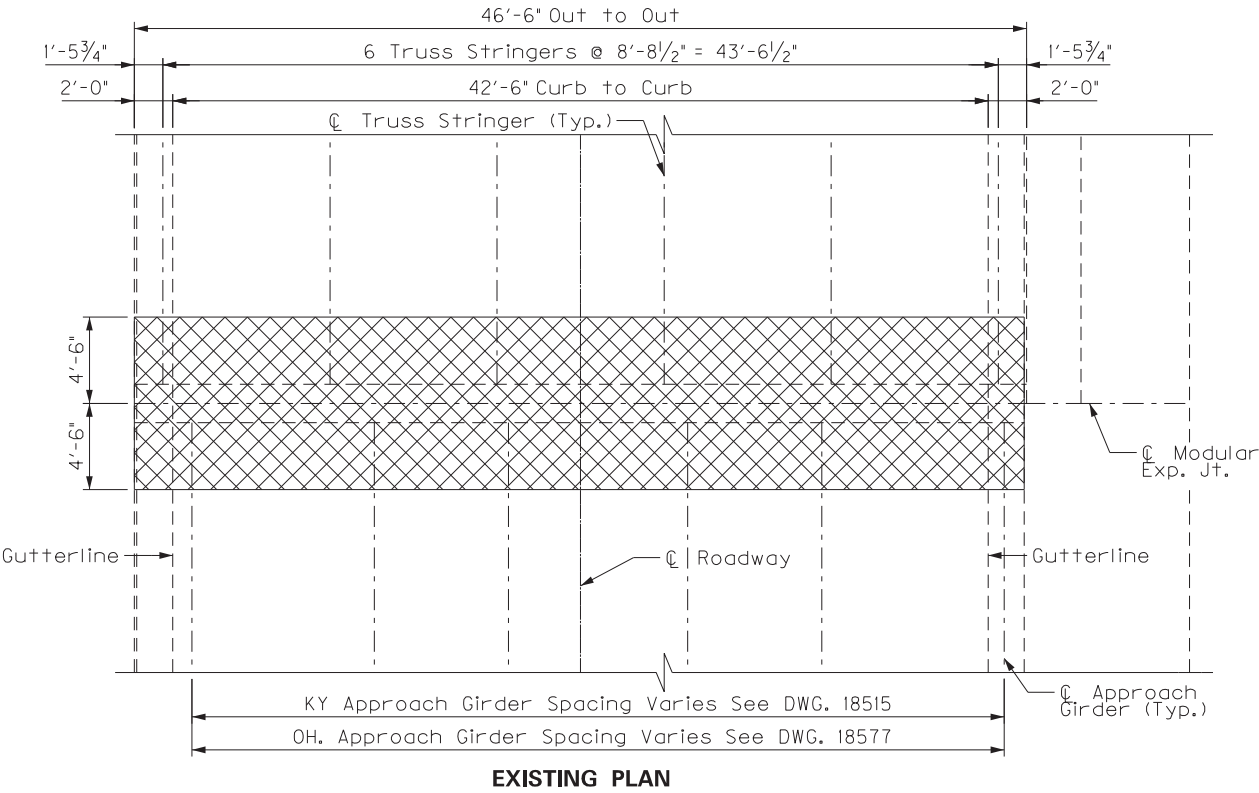
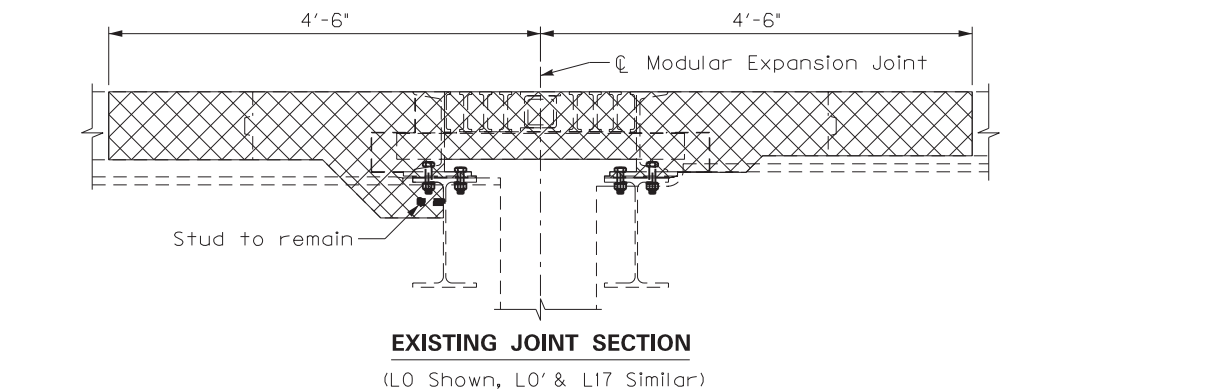
JULY 28, 2023  
SHEET NO.  
4 OF 16

PREPARED BY  
**AECOM**

REPAIR 2: EXPANSION JOINT  
REPLACEMENT PIER 3 (KY APPROACH)

COUNTY  
KENTON  
STRUCTURE NAME  
CLAY WADE BAILEY

ROUTE  
US-25 / US-42  
CROSSING  
OHIO RIVER



Removal Limits - Remove all concrete and expansion joint material. Existing reinforcement to remain.

- NOTES:**
- See Special Note for Modular Expansion Joint Replacement.



JULY 28, 2023

SHEET NO.  
6 OF 16

PREPARED BY

AECOM

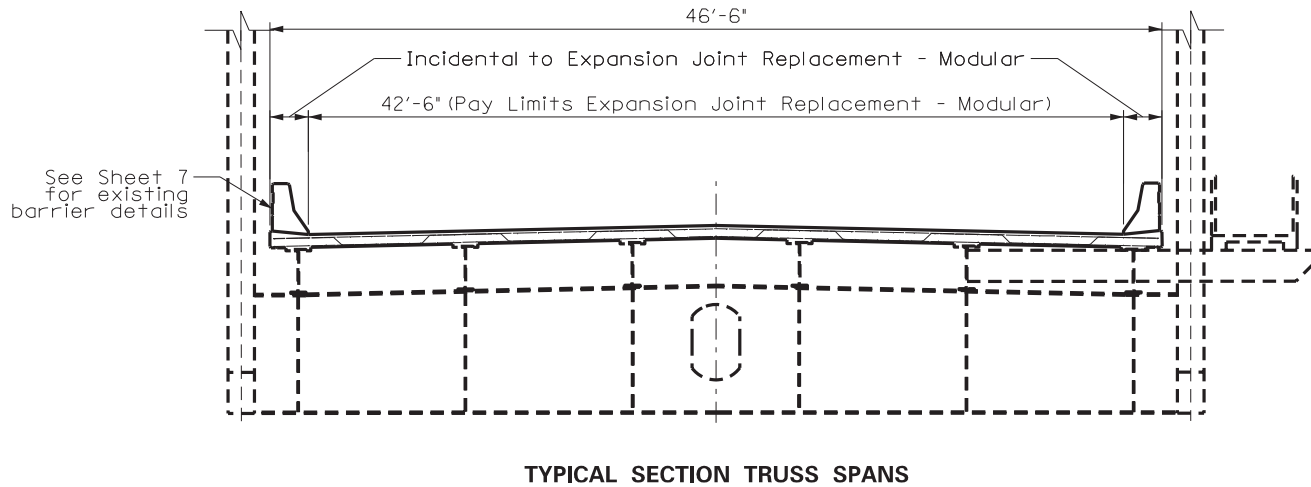
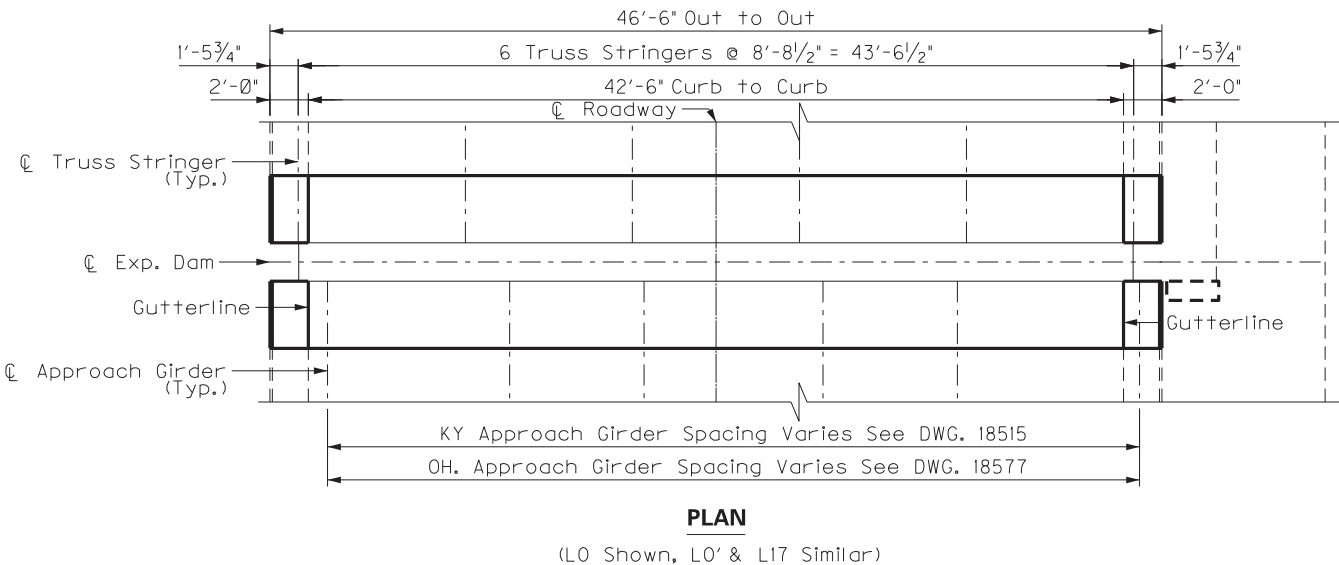
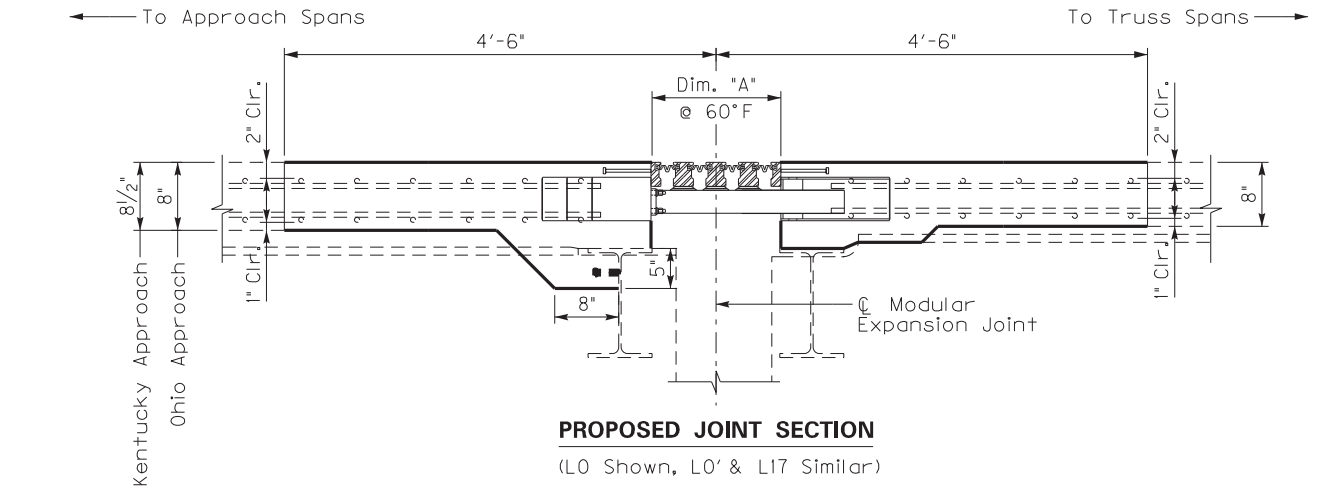
REPAIR 3: EXPANSION JOINT  
REPLACEMENT L0, L0' & L17

COUNTY  
KENTON

STRUCTURE NAME  
CLAY WADE BAILEY

ROUTE  
US-25 / US-42

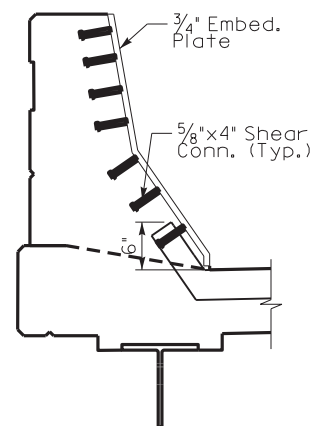
CROSSING  
OHIO RIVER



NOTES:

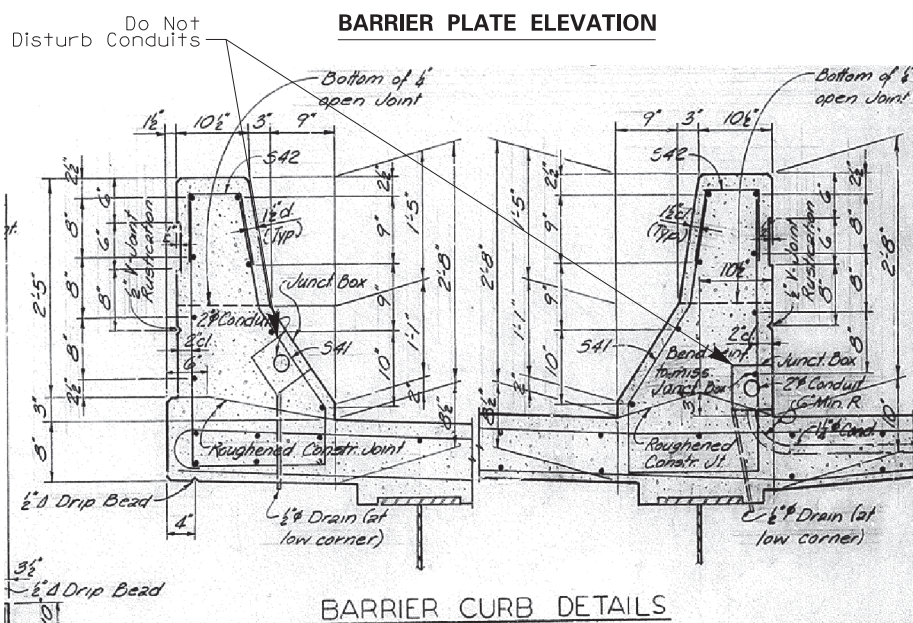
- See Special Note for Modular Expansion Joint Replacement
- Match existing roadway grade and profile

TEMPERATURE INCREMENT TABLE			
CONSTRUCTION TEMPERATURE (°F)	Dim. "A" (In.)		
	L0	L17	L0'
60°F	16"	16"	16"
Temp. Adjust (In./10°F)	3/4"	9/16"	5/8"



**SECTION A-A**

Min. Lap Lengths  
#5 - 3'-6"  
#6 - 4'-10"



## BARRIER CURB DETAILS

### BARRIER DETAIL

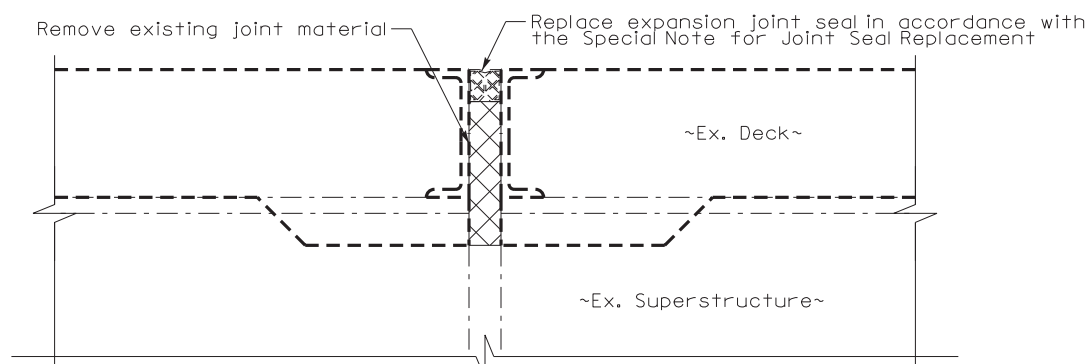
Existing detail provided. Contractor to salvage longitudinal reinforcing steel and place new transverse steel as shown here.

## Barrier Plate Notes:

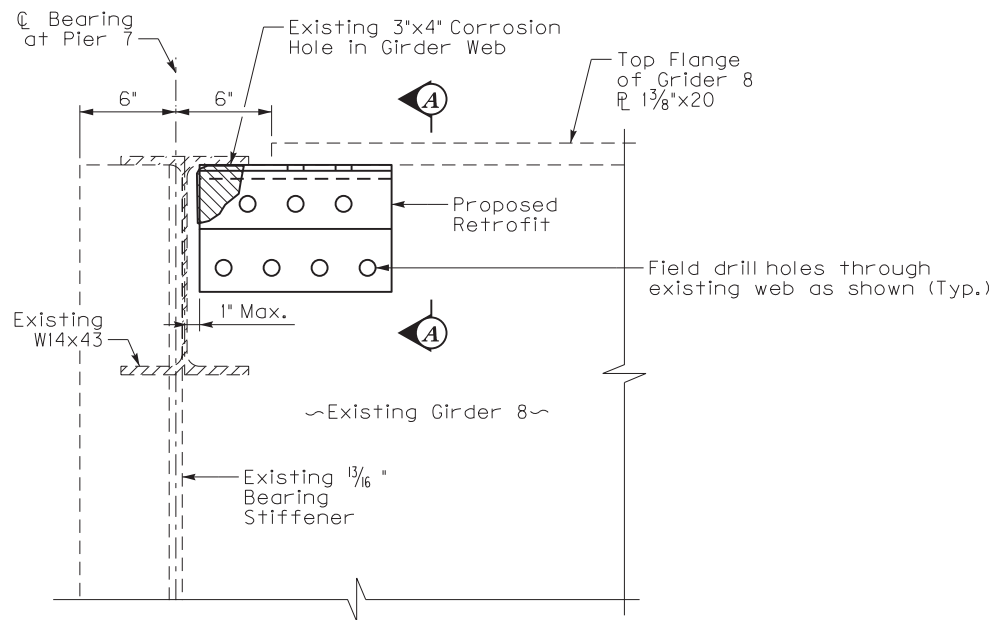
- 1) Barrier Plate Width = 2'-1" + Dim. "A".
- 2) Barrier Plate Width = 2'-1" + Dim. "A".
- 3) Barrier plate steel material shall be new, M270 GR50 steel suitable for welding. Shop drawings will be required for the assembly. Anchor stud connectors shall conform to ASTM A108, Grade 1015. Acceptance will be based on visual inspection by the Engineer. All structural steel shall be galvanized in accordance with ASTM A123.
- 4) Ensure techniques and welding procedure comply with current joint specification ANSI/AASHTO/AWS D1.5 Bridge Welding Code.
- 5) The cost of furnishing and placing the barrier plate, hardware, and materials shown in these details shall be considered incidental to Expansion Joint Replacement - Modular.

**NOTES:**

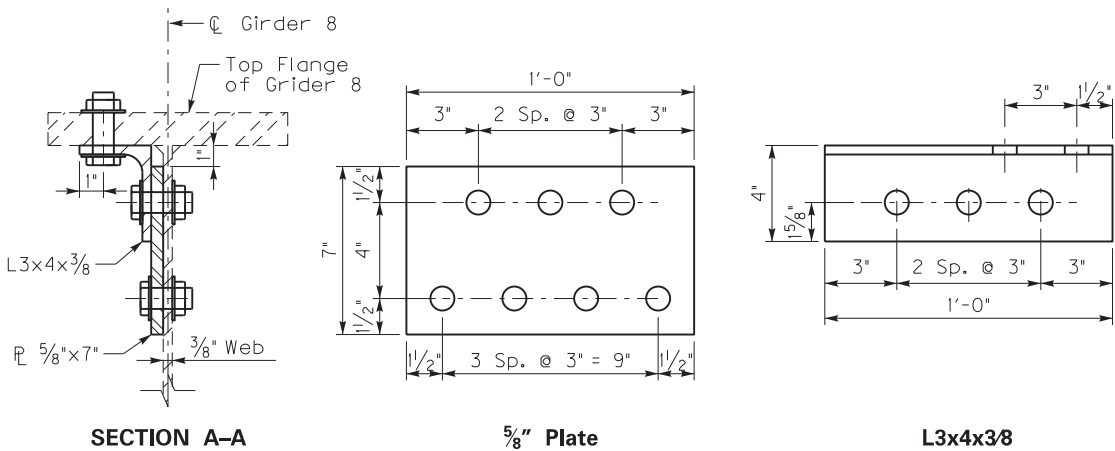
- 1) Work this sheet with Sheet 6.



## REPAIR 4

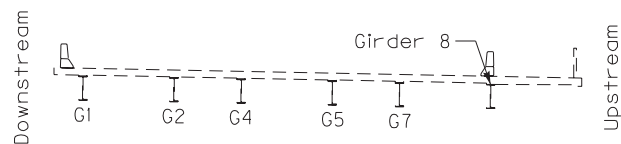


ELEVATION  
GIRDER 8 at PIER 7  
Looking east



NOTES:

- See Special Note for Steel Repairs.
- All bolts shall be  $\frac{3}{4}$ " diameter.



TYPICAL SECTION  
KY APPROACH - SPAN 7 AT PIER 7  
(Looking North)

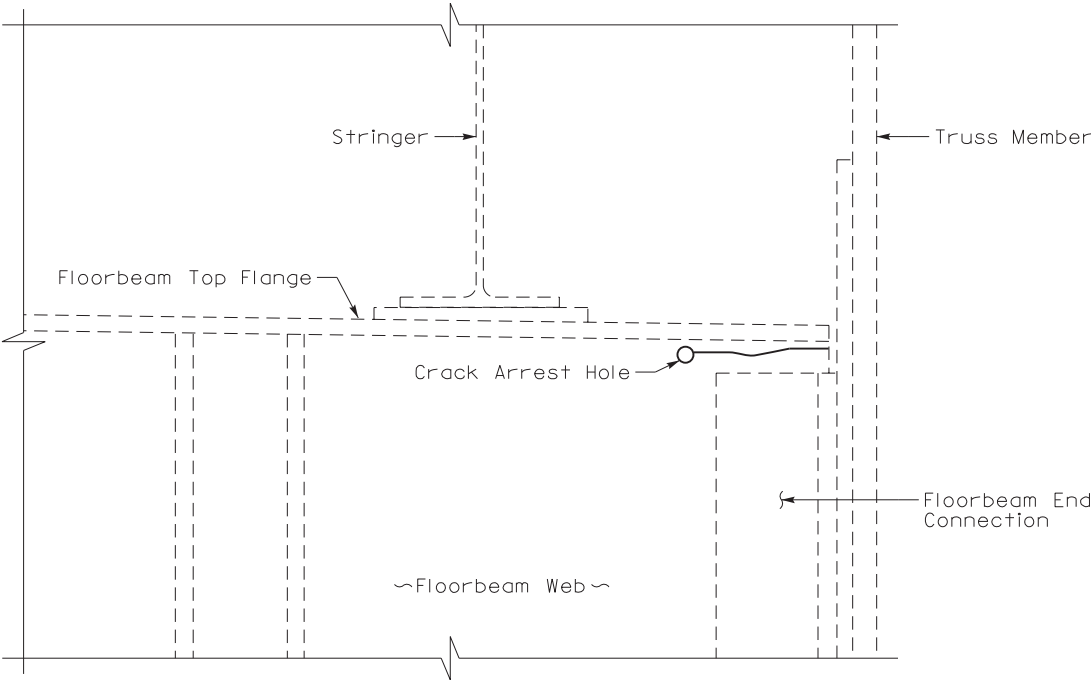
JULY 28, 2023  
SHEET NO.  
8 OF 16

PREPARED BY  
**AECOM**

REPAIR 5: GIRDER 8 AT PIER 7

COUNTY  
KENTON  
STRUCTURE NAME  
CLAY WADE BAILEY

ROUTE  
US-25 / US-42  
CROSSING  
OHIO RIVER



FLOORBEAM ELEVATION

FLOORBEAM STEEL CRACK REPAIR LOCATIONS			
SPAN	FLOORBEAM	LOCATION	DESCRIPTION
8	FB0	DOWNSTREAM	TOP FLANGE WELD
8	FB0	DOWNSTREAM	WEB
8	FB0	UPSTREAM	TOP FLANGE WELD
9	FB17	UPSTREAM	TOP FLANGE WELD
9	FB17	UPSTREAM	WEB
9	FB16'	UPSTREAM	TOP FLANGE WELD
10	FB2'	UPSTREAM	TOP FLANGE WELD
10	FB2'	UPSTREAM	FLOORBEAM WEB
10	FB1'	UPSTREAM	TOP FLANGE WELD
10	FB0'	UPSTREAM	TOP FLANGE WELD
10	FB0'	DOWNSTREAM	TOP FLANGE WELD

NOTES:

- 1. See Special Note for Arresting Steel Cracks.
- 2. An additional five locations may be arrested at the direction of the Engineer and have been included in the quantities.

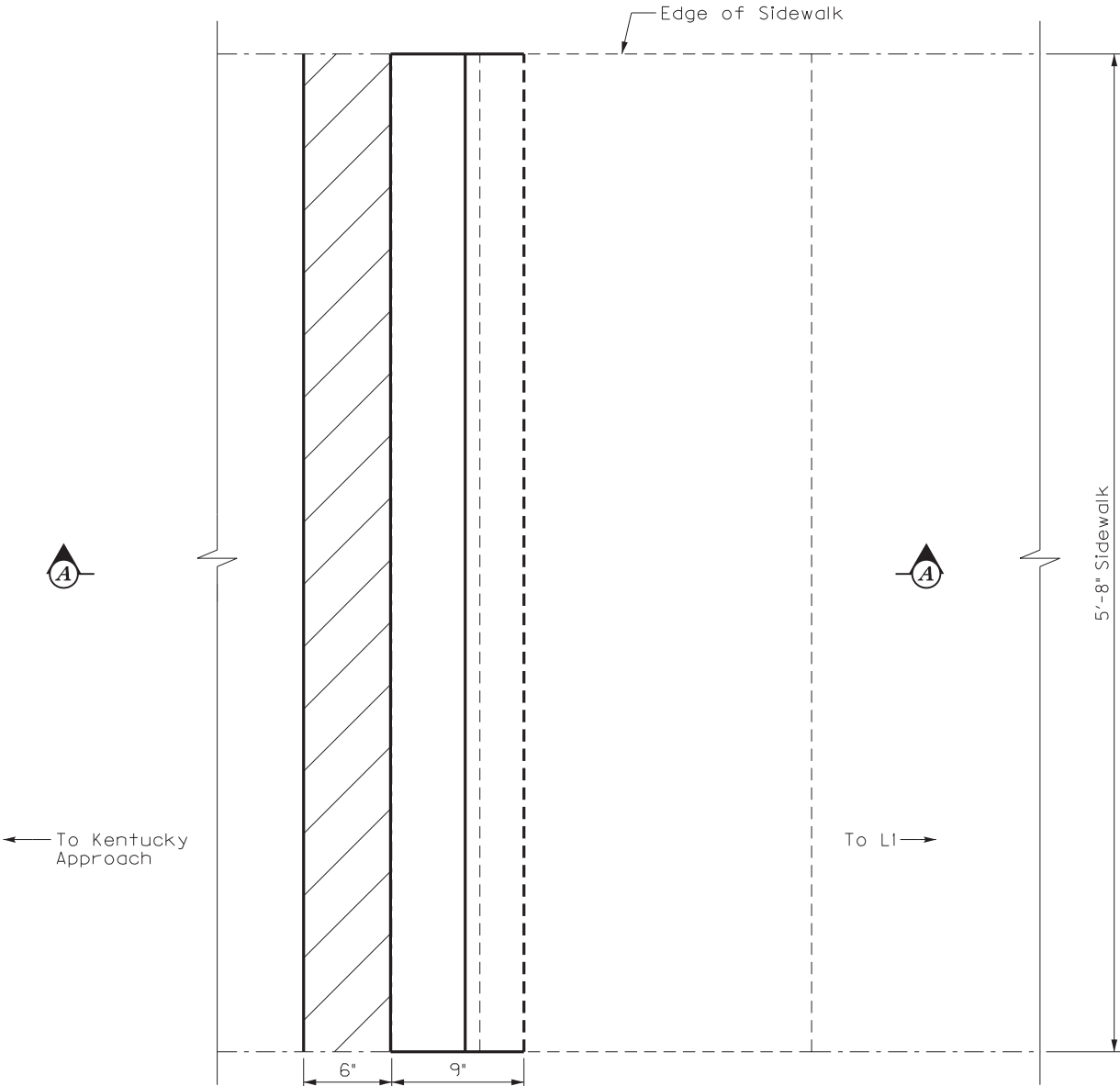
JULY 28, 2023  
SHEET NO.  
9 OF 16

PREPARED BY  
**AECOM**

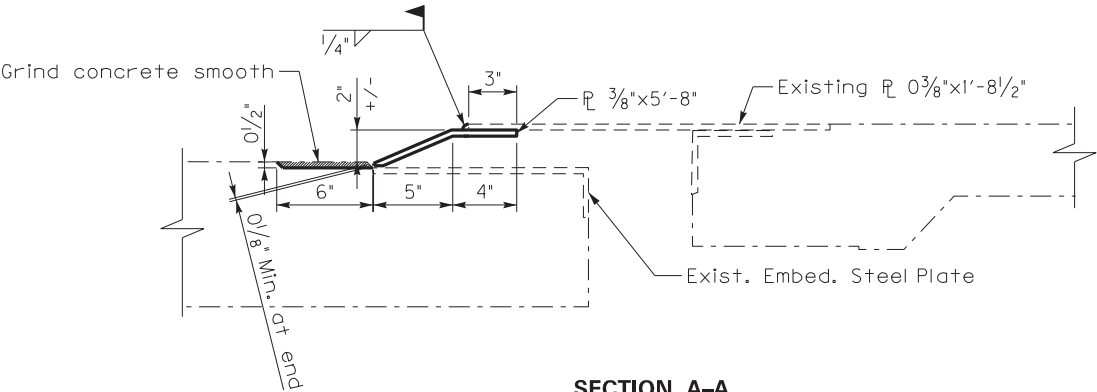
REPAIR 6: FLOORBEAM STEEL  
CRACK ARRESTING

COUNTY  
KENTON  
STRUCTURE NAME  
CLAY WADE BAILEY

ROUTE  
US-25 / US-42  
CROSSING  
OHIO RIVER



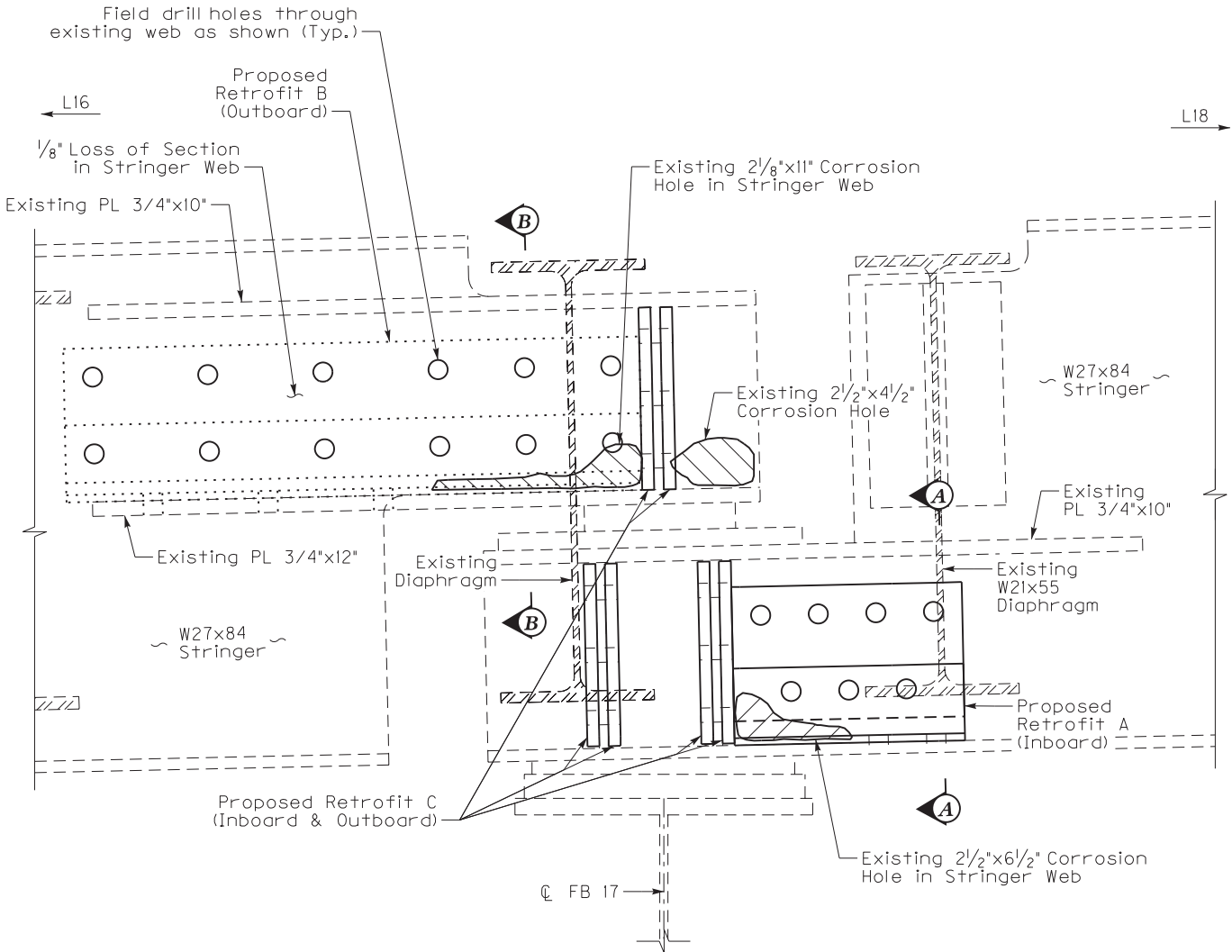
PLAN



SECTION A-A

NOTES:

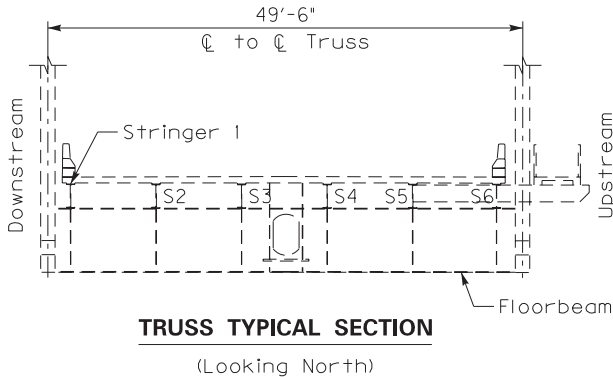
1. See Special Note for Steel Repair.



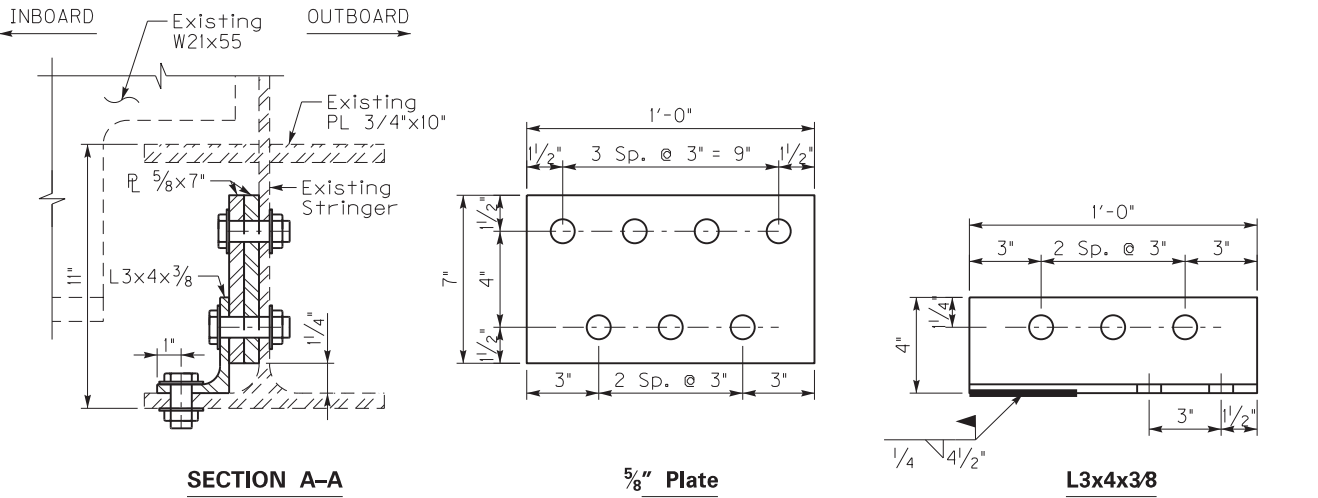
ELEVATION  
STRINGER 1 @ FB17  
(Looking west)

NOTES:

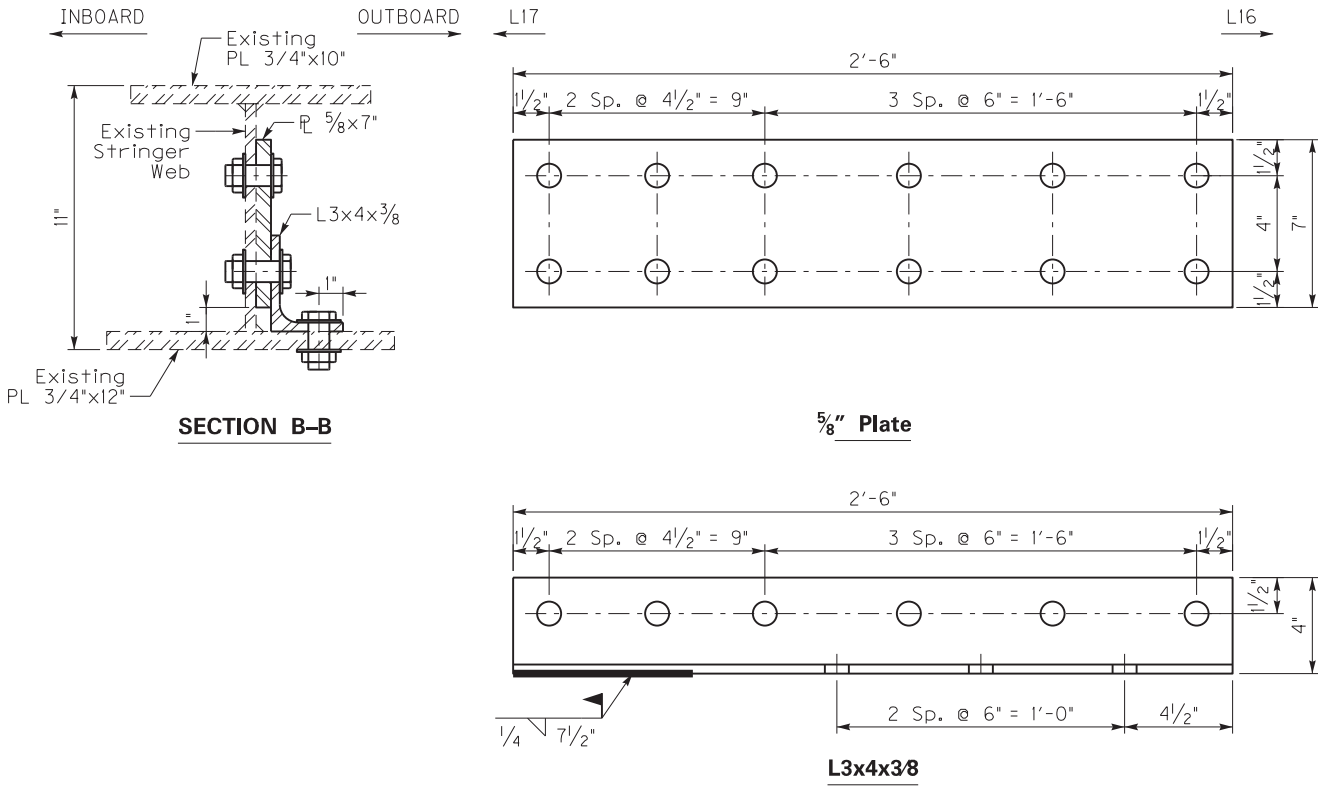
- 1) See Special Note for Steel Repairs
- 2) All bolts shall be 3/4" diameter.
- 3) Work this sheet with Sheet 12.
- 4) Contractor to verify all dimensions/details before ordering or fabricating any materials.



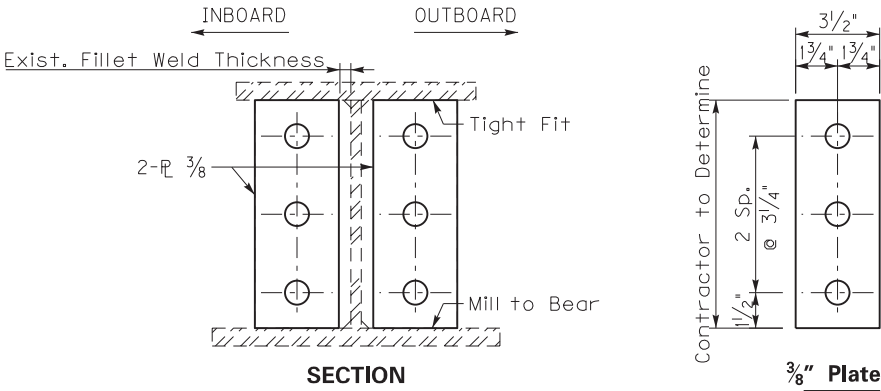
TRUSS TYPICAL SECTION  
(Looking North)



RETROFIT A



RETROFIT B



RETROFIT C

JULY 28, 2023  
SHEET NO.  
12 OF 16

PREPARED BY  
**AECOM**

REPAIR 8: STRINGER 1 AT FB17

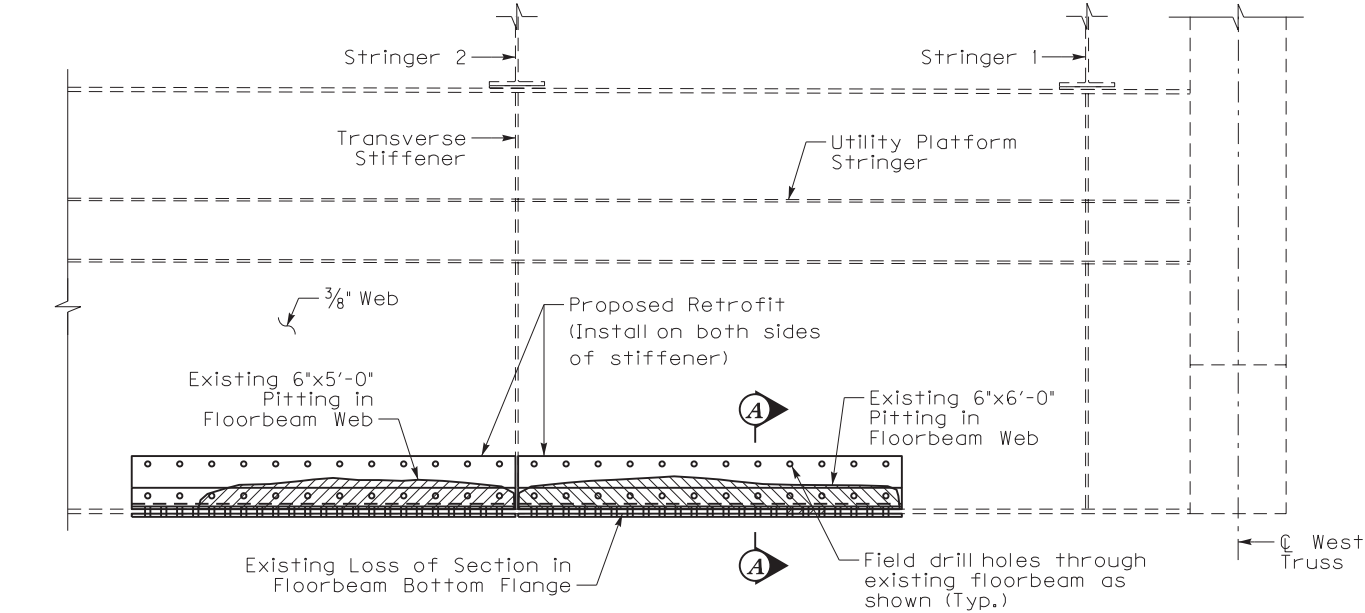
COUNTY  
KENTON

ROUTE  
US-25 / US-42

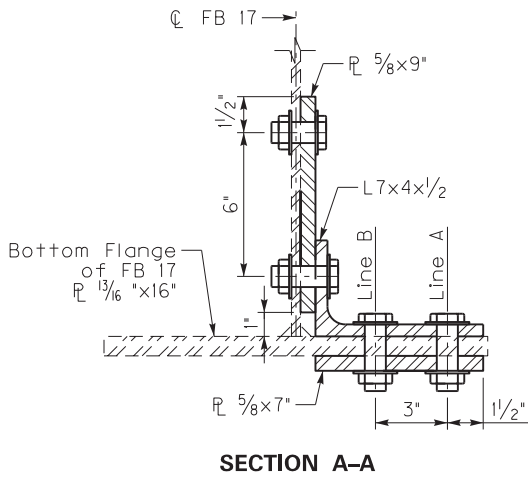
STRUCTURE NAME  
CLAY WADE BAILEY

CROSSING  
OHIO RIVER

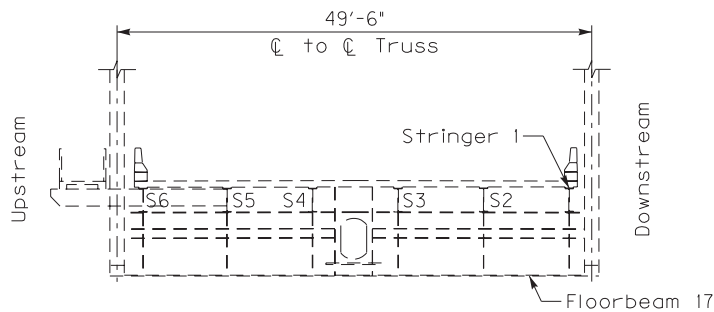
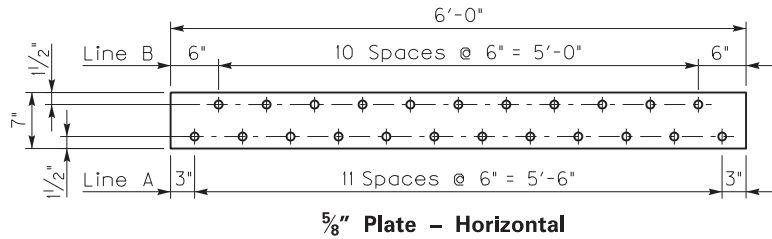
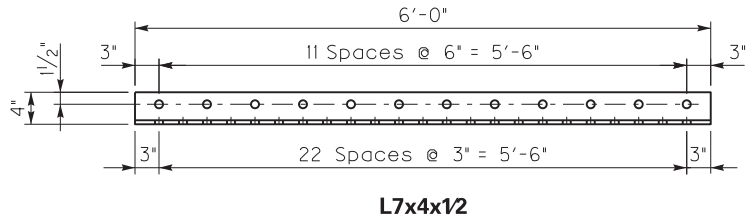
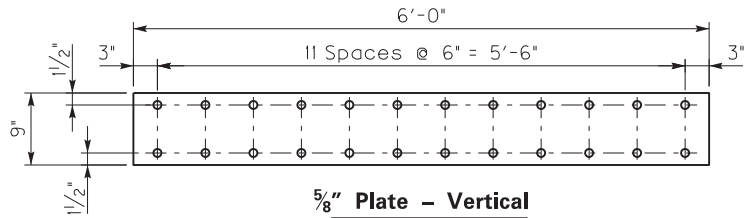




**FB 17 ELEVATION**  
(Looking South)



**SECTION A-A**



**TRUSS TYPICAL SECTION AT L17**  
(Looking South)

- NOTES:**
- 1) See Special Note for Steel Repairs
  - 2) All bolts shall be 3/4" diameter.
  - 3) Contractor to verify all dimensions/details before ordering or fabricating any materials.

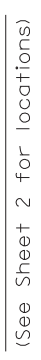
PREPARED BY  
**AECOM**

**REPAIR 9: FB17**

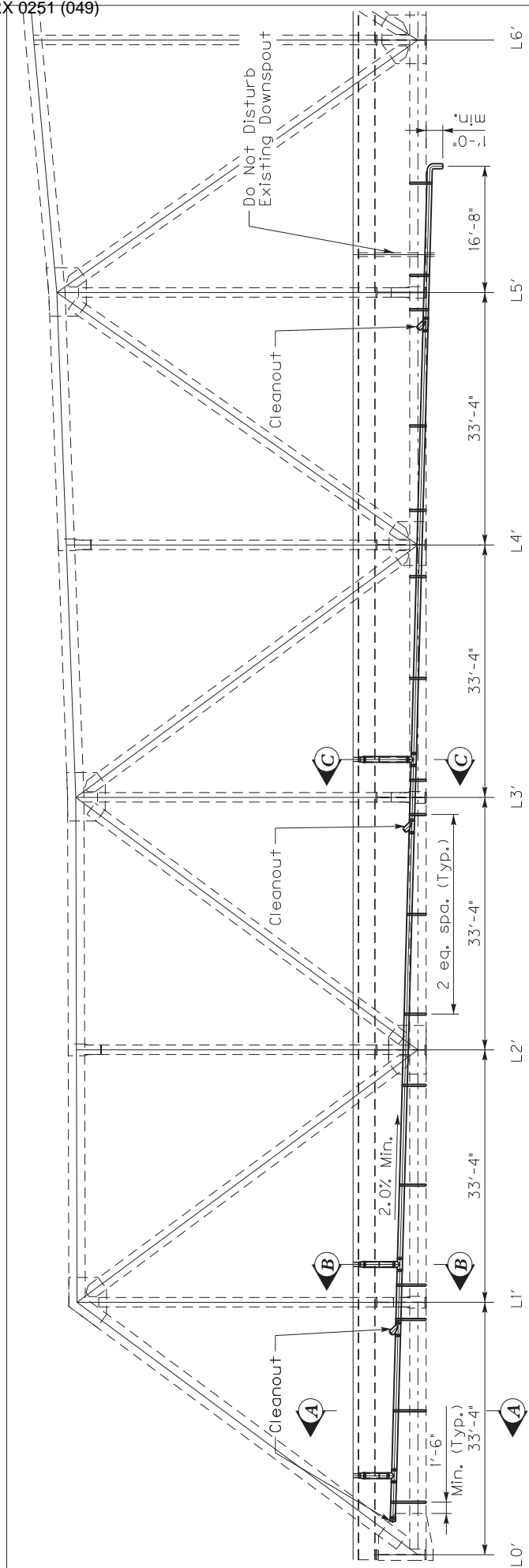
COUNTY  
**KENTON**  
STRUCTURE NAME  
**CLAY WADE BAILEY**

ROUTE  
**US-25 / US-42**  
CROSSING  
**OHIO RIVER**

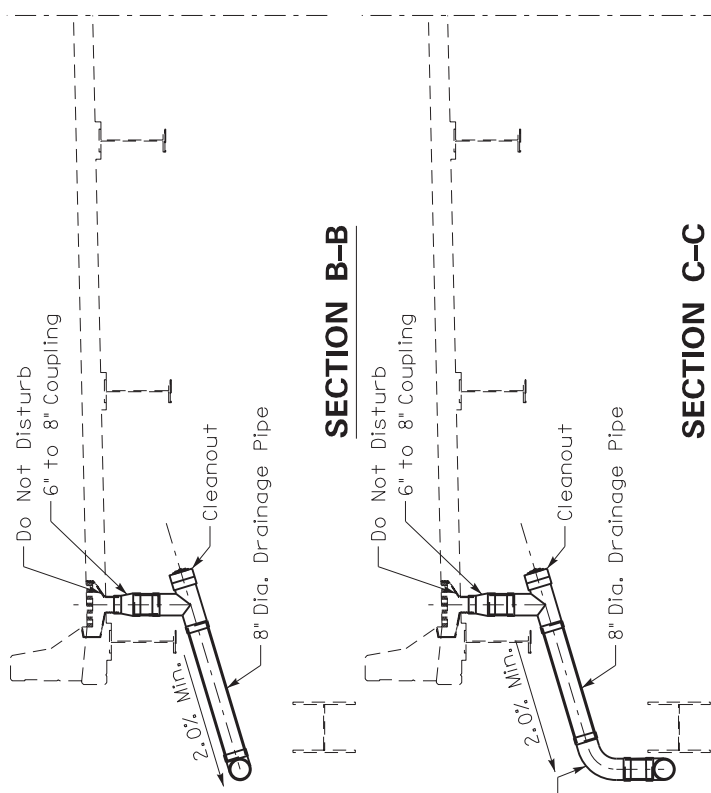
**JULY 28, 2023**  
SHEET NO.  
**13 OF 16**



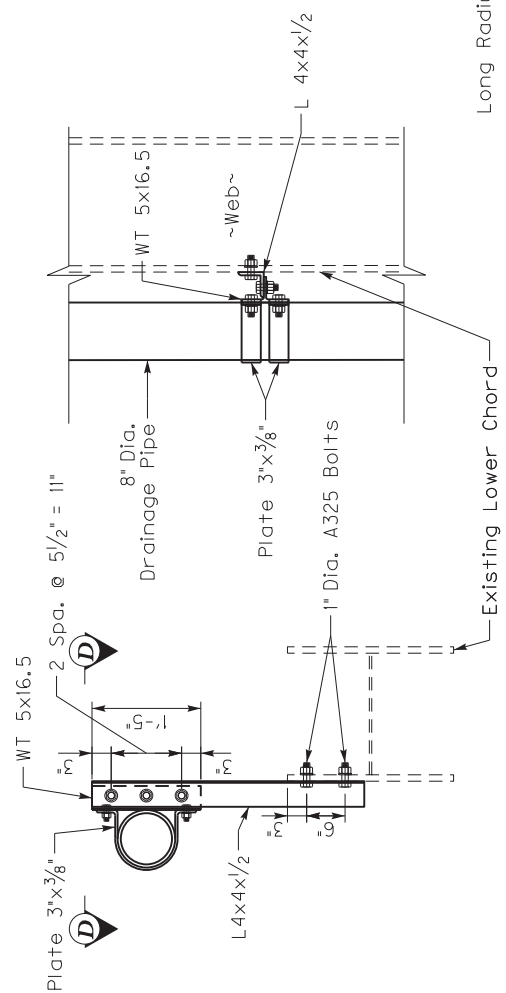
All work to be in accordance with the Special Note for Kentucky Approach Drainage Repairs.



**DOWNSTREAM TRUSS ELEVATION**  
(Looking East)




## SECTION C-C



## SECTION D-D

All work to be in accordance with the Special Note for Truss Drainage Repairs  
All bolts shall be 3/4" diameter unless noted otherwise.

ROUTE <b>US-25 / US-42</b>	COUNTY <b>KENTON</b>	<b>REPAIR 12: SPAN 10 DRAINAGE REPAIR</b>	PREPARED BY 	<b>JULY 28, 2023</b>
CROSSING <b>OHIO RIVER</b>	STRUCTURE NAME <b>CLAY WADE BAILEY</b>			SHEET NO. <b>15 OF 16</b>

JULY 28, 2023

SHEET NO.  
16 OF 16

PREPARED BY  
**AECOM**

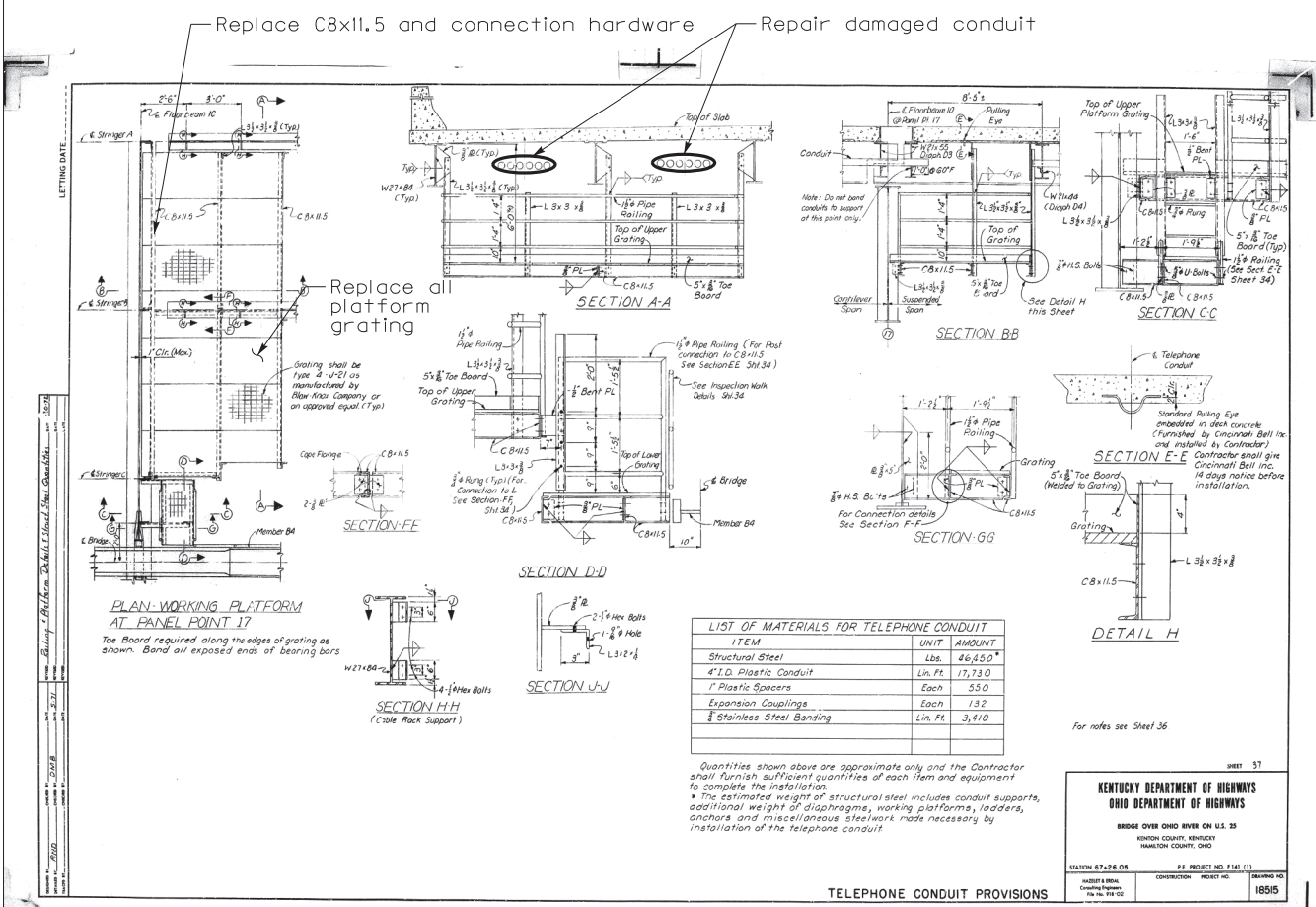
REPAIR 13: UTILITY  
PLATFORM REPAIR

COUNTY  
KENTON

STRUCTURE NAME  
CLAY WADE BAILEY

ROUTE  
US-25 / US-42



CROSSING  
OHIO RIVER



UTILITY PLATFORM REPAIR DETAILS

- Note:
- 1) Conduit repair shall consists of installation of 4" diameter Type C Split Duct Conduit as directed by the Engineer.
  - 2) See Special Note for Steel Repairs.
  - 3) Contractor shall verify all dimensions/details before ordering or fabricating any materials.
  - 4) Clean and paint all utility platform structural steel in accordance with Section 614. This work shall be considered incidental to Steel Repair - Utility Platform.
  - 5) Grating shall be McNichols GW-225 Galvanized Rectangular Bar Grating or approved equal. Secure grating to supports in accordance with Manufacturer's recommendations.

# PIER 9 REPAIRS

 <p>             JASON STRICKLAND              LICENSED PROFESSIONAL ENGINEER              STATE OF KENTUCKY              28365           </p>	 <p>             MICHAEL S. BON              LICENSED PROFESSIONAL ENGINEER              STATE OF KENTUCKY              20841           </p>
<p>             B71 JCS              DATE: MAY 1, 2023           </p>	<p>             B71 MJB              DATE: MAY 1, 2023           </p>

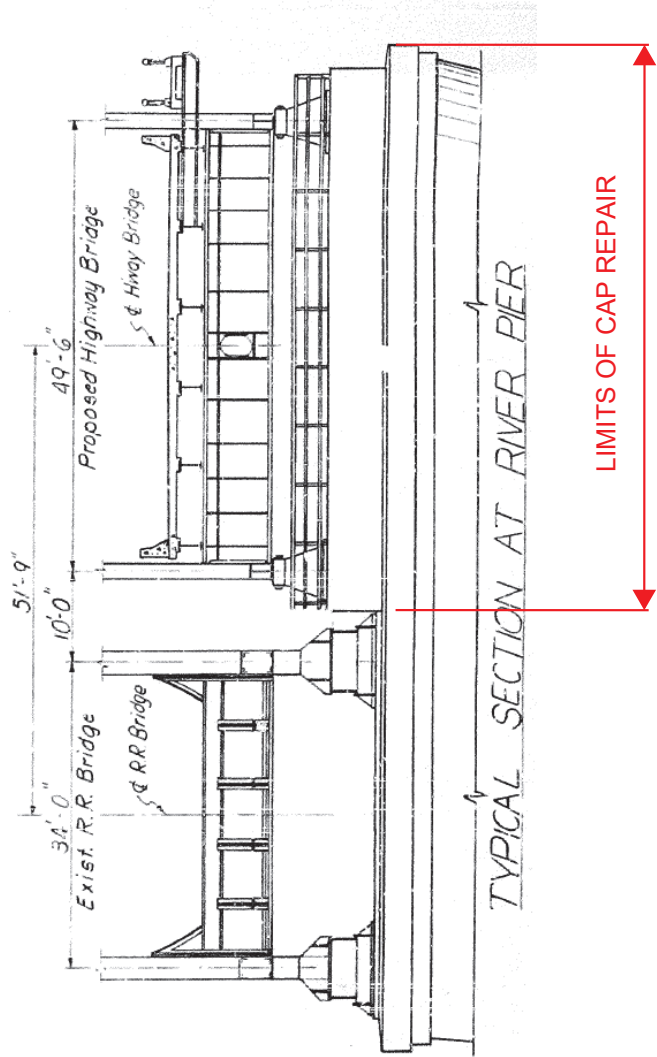
benRads Designer v16.2.267	DATE PLOTTED:	2-MAY-2023	USER:	GustinClary	FILE NAME:	pwr:\mbr-usps\benRads\combinus\pwr\docs\mbr\Louisville, KY\01_Projects\Clay Made Bailey (Her. Retrictio)\Plans\1 Title Sheet	PRINTED BY:	GustinClary	FILE NUMBER:	01
INTERNATIONAL										







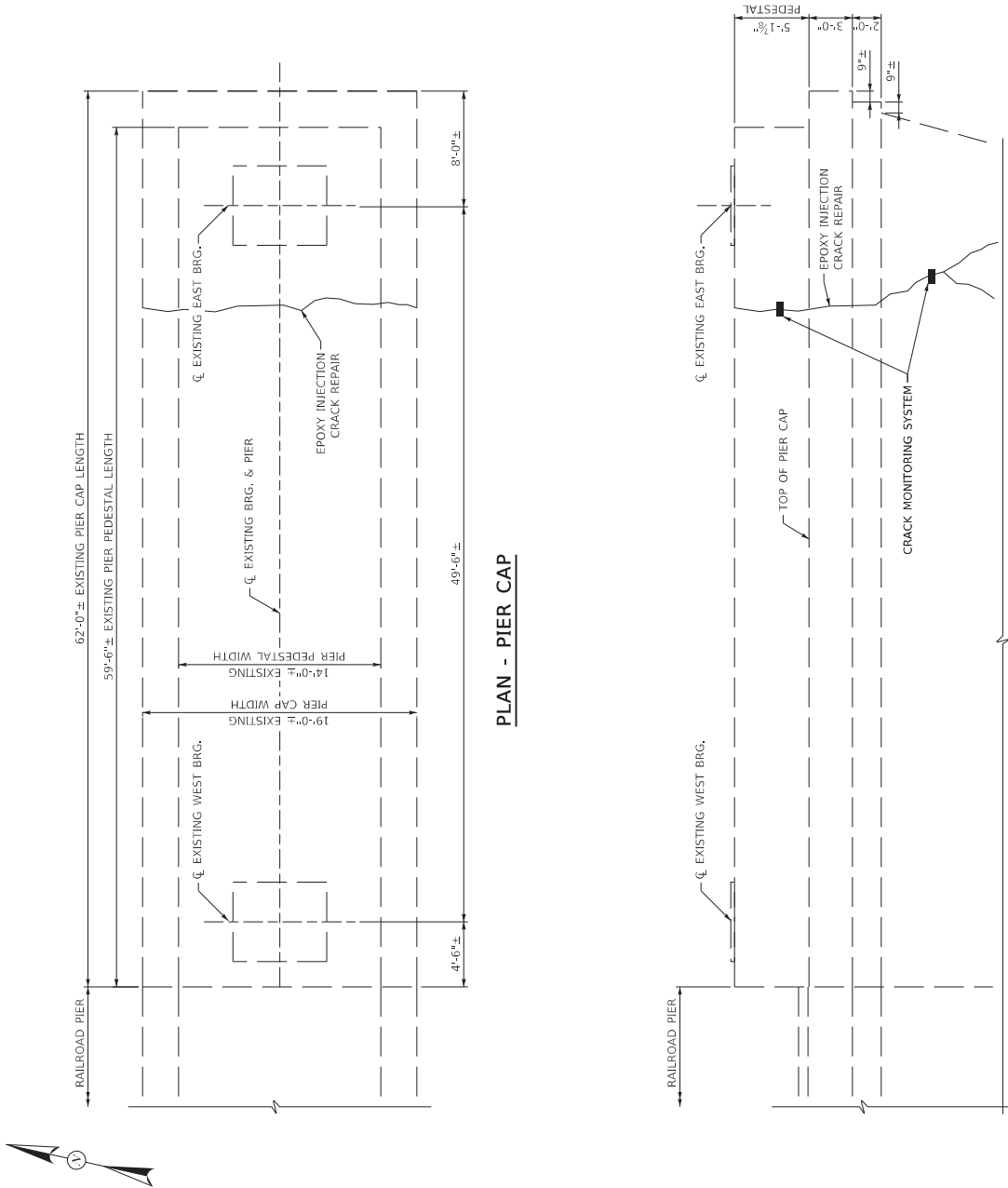




CLAY WADE BAILEY BRIDGE - PIER 9 REPAIRS

FOR INFORMATION ONLY





NOTES:  
1. SEE CRACK MONITORING ON SHEET S2.

 COMMONWEALTH OF KENTUCKY DEPARTMENT OF HIGHWAYS		REVISION	DATE	PREPARED BY <b>Michael Baker INTERNATIONAL</b> 1650 Lyndon Farm Court Louisville, KY 40258 MBK@MBAINTERNL.COM	DATE: 04/18/2023 DESIGNED BY: M. Kulesha CHECKED BY: D. Whitaker DETAILS BY: S. Wilson	CRACK REPAIR	PROJECT NO.	SHEET NO.	SHEET OF
							US 25		
							US 43		
DATE PLOTTED: 2-MAY-2023							FILE NAME: p:\m\m-b\sp\kent\kent\m-b\sp\03\documental\0418\0418_0101_PierCap.dwg		

RAILROAD PIER

9'-5" CONCRETE EXTENSION (TYP.)

43'-11" ±

8 SETS 2-P1 LAP WITH 8-P5 (EACH SIDE)

8'-8" CONCRETE EXTENSION (TYP.)

3'-6" (TYP.)

5'-2" (TYP.)

7'-P3

5'-P5 (TYP.)

P4 (TYP.)

3'-10" (TYP.)

3'-10" (TYP.)

2'-6" CONC. EXTENS., (TYP.)

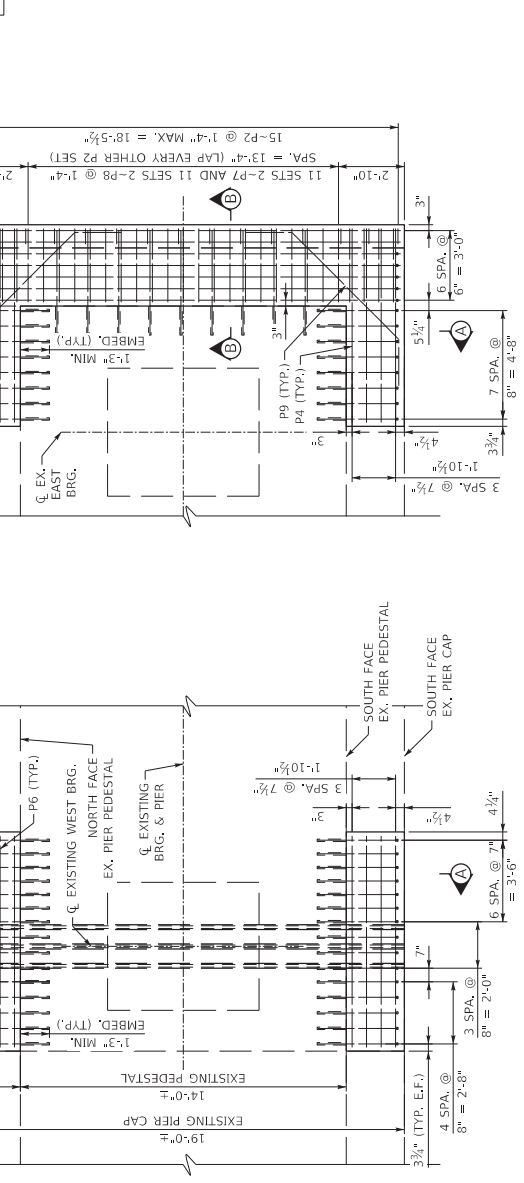
15 SETS 2-P1 LAP WITH 15-P5 (EACH SIDE)

NORTH FACE EX. PIER CAP

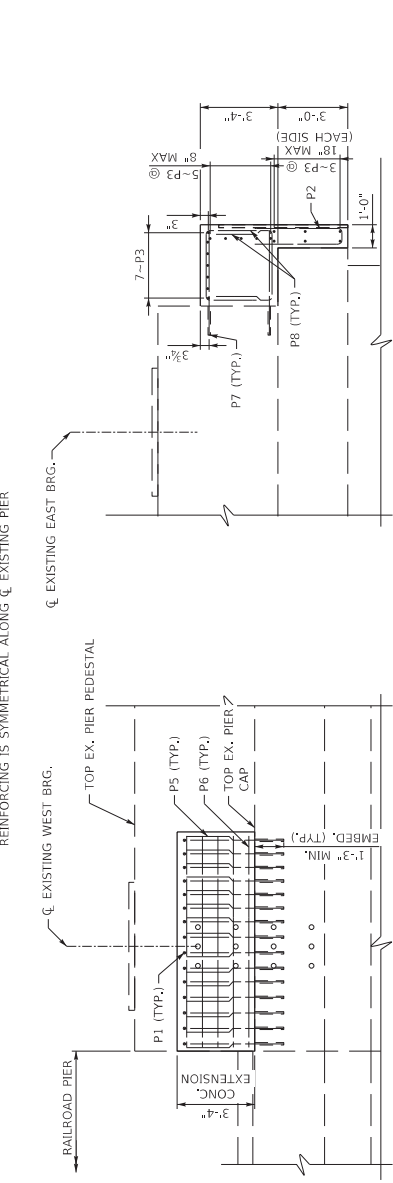
P5 (TYP.)

P6 (TYP.)

P7 (TYP.)



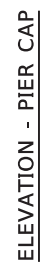
## PLAN - PIER CAP



- NOTES:
1. EXISTING DIMENSIONS SHOWN ARE PER THE EXISTING STRUCTURE PLANS OR AS OBSERVED IN THE FIELD, AND SHALL BE CONSIDERED APPROXIMATE.
  2. INSTALL REINFORCEMENT IN ACCORDANCE WITH SECTION 602.03.04 USING AN APPROVED TYPE IV EPOXY RESIN SYSTEM OR APPROVED EQUAL. HOLE MAY BE REPOSITIONED 1" AS REQUIRED TO CLEAR EXISTING REINFORCEMENT.
  3. DO NOT USE EPOXY BOND COAT ON THE CONCRETE PATCHING AREAS THAT ARE FORMED AND POURED. THE EXISTING CONCRETE SURFACE ACCEPTING A POURED CONCRETE EXTENSION SHALL BE PREPARED BY WASHING WITH WATER UNDER HIGH PRESSURE. THE EXISTING CONCRETE SHALL BE SMOOTHED, REFINISHED, AND ROUGHENED TO  $\frac{1}{8}$ " AMPLITUDE. THE PREPARED SURFACE OF THE EXISTING CONCRETE SHALL BE WETTED A MINIMUM OF ONE HOUR BEFORE APPLICATION OF THE NEW CONCRETE.
  4. ADJUST CONCRETE PEDISTAL EXTENSION REINFORCEMENT AS NECESSARY TO MISS EXISTING HOLES.

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 DATE PLOTTED: 2-WAY-2023  
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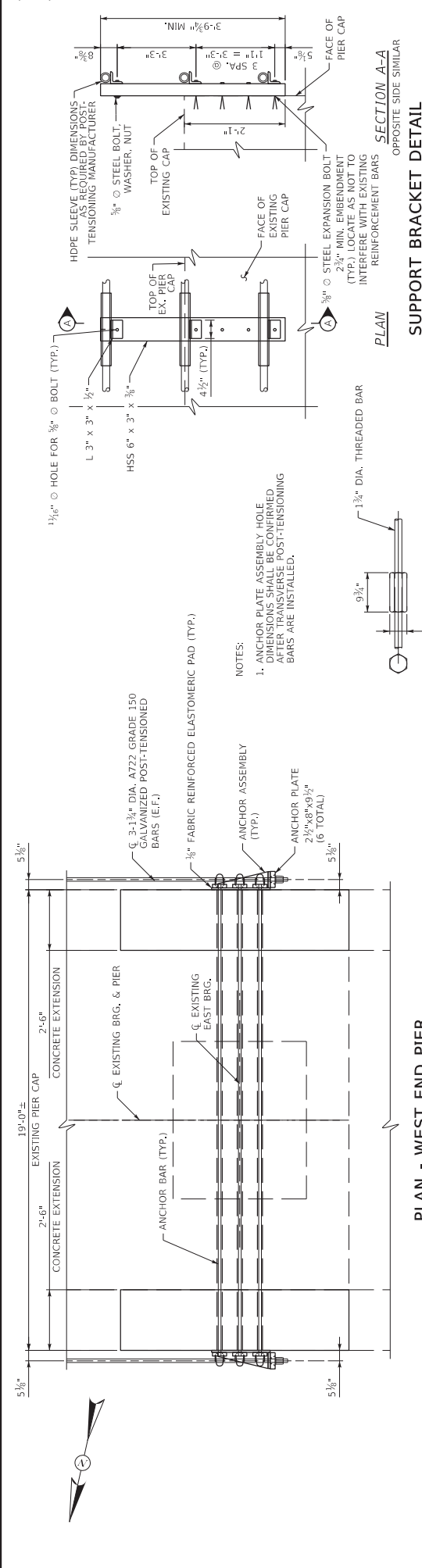
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REQUIRED TO OBTAIN SPECIFIED JACKING LOAD

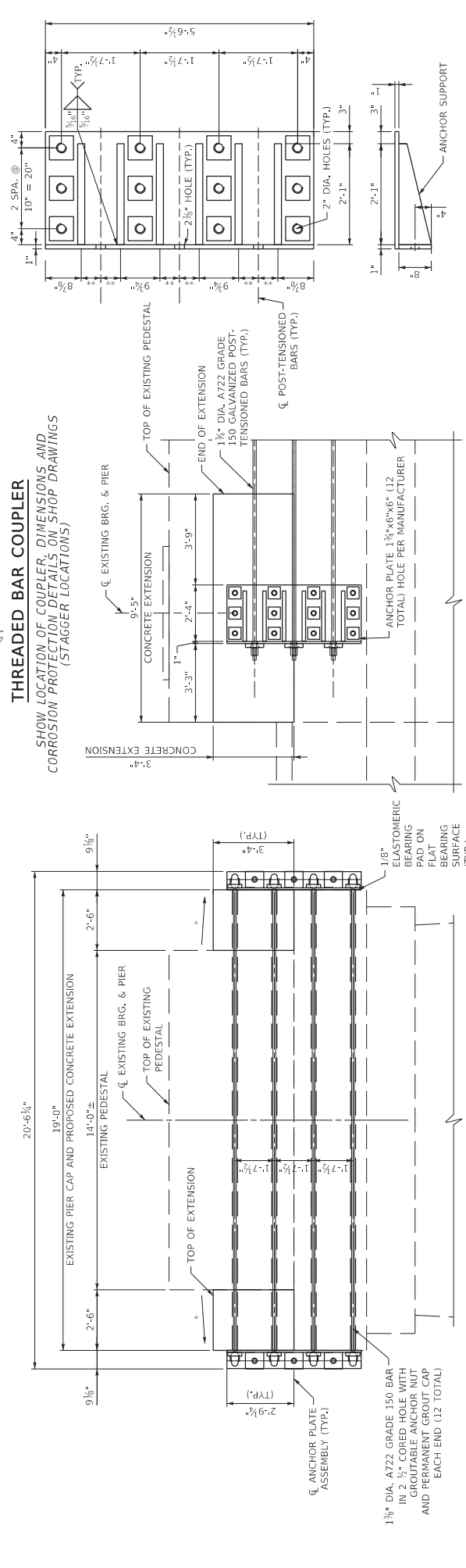
## TYPICAL SECTION - EAST END EXTENSION AND WALER

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PLAN - WEST END PIER



**END SECTION - PLATE ASSEMBLY**

ELEVATION - WEST END EXTENSION

## ANCHOR PLATE ASSEMBLY

[illegible]

**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**

REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **6. Training and Promotion:**

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

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

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

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

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

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

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

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

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

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

#### **8. Reasonable Accommodation for Applicants /**

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

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

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

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

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

#### **10. Assurances Required:**

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

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

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

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

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

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



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

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

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

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

### III. NONSEGREGATED FACILITIES

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

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

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

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

#### 1. Minimum wages (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2. Withholding (29 CFR 5.5)

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

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

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

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

3. Records and certified payrolls (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

3. Withholding for unpaid wages and liquidated damages

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

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

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

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

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

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

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

**VII. SAFETY: ACCIDENT PREVENTION**

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

- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

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

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

**VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

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

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

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

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

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

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

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



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

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

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

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

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

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

**1. Instructions for Certification – First Tier Participants:**

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

- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

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

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

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

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

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

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

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

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

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

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## **3. Instructions for Certification - Lower Tier Participants:**

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

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

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

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

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

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

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

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

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

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

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

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

\*\*\*\*\*

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

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

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

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

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

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

\*\*\*\*\*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

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

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

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

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

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

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

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

**XII. USE OF UNITED STATES-FLAG VESSELS:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**KENTUCKY TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS**

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

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

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

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

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

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

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

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

Revised: January 25, 2017

### Standard Title VI/Non-Discrimination Assurances

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

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



### **Standard Title VI/Non-Discrimination Statutes and Authorities**

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

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



## EXECUTIVE BRANCH CODE OF ETHICS

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

KRS 11A.040 (7) provides:

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

KRS 11A.040 (9) states:

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

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

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

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

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

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

Revised: May 23, 2022

"General Decision Number: KY20230039 09/08/2023

Superseded General Decision Number: KY20220039

State: Kentucky

Construction Type: Highway

Counties: Boone, Campbell, Kenton and Pendleton Counties in Kentucky.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

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:	<ul style="list-style-type: none"><li>. Executive Order 14026 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</li></ul>
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:	<ul style="list-style-type: none"><li>. Executive Order 13658 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$12.15 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 2023.</li></ul>

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

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

Modification Number	Publication Date
0	01/06/2023
1	02/10/2023
2	02/24/2023
3	06/09/2023
4	08/18/2023
5	09/08/2023

\* BRKY0002-005 06/01/2023

	Rates	Fringes
BRICKLAYER.....	\$ 33.48	15.92
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\* BROH0001-005 06/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 29.57	14.75
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CARP0698-001 05/01/2023

BOONE, CAMPBELL, KENTON & PENDLETON COUNTIES:

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 33.28	12.12
Diver.....	\$ 49.92	12.12
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ELEC0212-007 06/06/2022

	Rates	Fringes
ELECTRICIAN.....	\$ 33.29	20.05
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ELEC0212-013 11/28/2022

	Rates	Fringes
Sound & Communication Technician.....	\$ 26.70	13.41
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ENGI0018-013 05/01/2019

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 37.39	14.95
GROUP 2.....	\$ 37.27	14.95
GROUP 3.....	\$ 36.23	14.95
GROUP 4.....	\$ 35.05	14.95
GROUP 5.....	\$ 29.59	14.95
GROUP 6.....	\$ 37.64	14.95
GROUP 7.....	\$ 37.89	14.95

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Air Compressor on Steel Erection; Barrier Moving Machine; Boiler Operator on Compressor or Generator when mounted on a Rig; Cableway; Combination Concrete Mixer & Tower; Concrete Plant (over 4 yd. Capacity); Concrete Pump; Crane (All Types, Including Boom Truck, Cherry Picker); Crane-Compact, Track or Rubber over 4,000 lbs. capacity;

Cranes-Self Erecting, Stationary, Track or Truck (All Configurations); Derrick; Dragline; Dredge (Dipper, Clam or Suction); Elevating Grader or Euclid Loader; Floating Equipment (All Types); Gradall; Helicopter Crew (Operator-Hoist or Winch); Hoe (all types); Hoisting Engine on Shaft or Tunnel Work; Hydraulic Gantry (Lifting System); Industrial-Type Tractor; Jet Engine Dryer (D8 or D9) Diesel Tractor; Locomotive (Standard Gauge); Maintenance Operator Class A; Mixer, Paving (Single or Double Drum); Mucking Machine; Multiple Scraper; Piledriving Machine (All Types); Power Shovel; Prentice Loader; Quad 9 (Double Pusher); Rail Tamper (with auto lifting & aligning device); Refrigerating Machine (Freezer Operation); Rotary Drill, on Caisson work; Rough Terrain Fork Lift with Winch/Hoist; Side-Boom; Slip-Form Paver; Tower Derrick; Tree Shredder; Trench Machine (Over 24" wide); Truck Mounted Concrete Pump; Tug Boat; Tunnel Machine and/or Mining Machine; & Wheel Excavator

GROUP 2 - Asphalt Paver; Automatic Subgrader Machine, Self-Propelled (CMI Type); Bobcat Type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Boring Machine More than 48"; Bulldozer; Endloader; Hydro Milling Machine; Horizontal Directional Drill (over 500,000 ft. lbs. thrust); Kolman-type Loader (production type-Dirt); Lead Greaseman; Lighting & Traffic Signal Installation Equipment (includes all groups or classifications); Material Transfer Equipment (Shuttle Buggy) Asphalt; Pettibone-Rail Equipment; Power Grader; Power Scraper; Push Cat; Rotomill (all), Grinders & Planers of All types; Trench Machine (24" wide & under); & Vermeer type Concrete Saw

GROUP 3 - A-Frame; Air Compressor on Tunnel Work (low pressure); Asphalt Plant Engineer; Bobcat-type and/or Skid Steer Loader with or without Attachments; Highway Drills (all types); Locomotive (narrow gauge); Material Hoist/Elevator; Mixer, Concrete (more than one bag capacity); Mixer, one bag capacity (Side Loader); Power Boiler (Over 15 lbs. Pressure) Pump Operator installing & operating Well Points; Pump (4" & over discharge); Roller, Asphalt; Rotovator (lime soil stabilizer); Switch & Tie Tampers (without lifting & aligning device); Utility Operator (Small equipment); & Welding Machines

GROUP 4 - Backfiller; Ballast Re-locator; Bars, Joint & Mesh Installing Machine; Batch Plant; Boring Machine Operator (48" or less); Bull Floats; Burlap & Curing Machine; Concrete Plant (capacity 4 yd. & under); Concrete Saw (Multiple); Conveyor (Highway); Crusher; Deckhand; Farm-type Tractor with attachments (highway) except Masonry); Finishing Machine; Fireperson, Floating Equipment (all types); Fork Lift (highway); Form Trencher; Hydro Hammer; Hydro Seeder; Pavement Breaker; Plant Mixer; Post Driver; Post Hole Digger (Power Auger); Power Brush Burner; Power Form Handling Equipment; Road Widening Trencher; Roller (Brick, Grade & Macadam); Self-Propelled Power Spreader; Self-Propelled Power Subgrader; Steam Fireperson; Tractor (Pulling Sheepfoot, Roller or Grader); & Vibratory Compactor with Integral Power

GROUP 5 - Compressor (Portable, Sewer, Heavy & Highway); Drum Fireperson (Asphalt); Generator; Masonry Fork Lift; Inboard-Outboard Motor Boat Launch; Masonry Fork Lift; Oil Heater (asphalt plant); Oiler; Power Driven Heater; Power

Sweeper & Scrubber; Pump (under 4" discharge);  
Signalperson; Tire Repairperson; & VAC/ALLS

GROUP 6 - Master Mechanic & Boom from 150 to 180

GROUP 7 - Boom from 180 and over

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IRON0044-008 06/01/2023

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 30.75	22.70
Structural.....	\$ 32.37	22.70

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IRON0044-018 06/01/2023

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 32.87	22.70

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LAB00189-004 07/01/2022

PENDLETON COUNTY:

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 23.76	17.12
GROUP 2.....	\$ 24.01	17.12
GROUP 3.....	\$ 24.06	17.12
GROUP 4.....	\$ 24.66	17.12

LABORERS CLASSIFICATIONS

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

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

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

Water Blaster

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

LAB00265-009 05/01/2022

BOONE, CAMPBELL & KENTON COUNTIES:

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 34.52	12.10
GROUP 2.....	\$ 34.69	12.10
GROUP 3.....	\$ 35.02	12.10
GROUP 4.....	\$ 35.47	12.10

LABORER CLASSIFICATIONS

GROUP 1 - Asphalt Laborer; Carpenter Tender; Concrete Curing  
Applicator; Dump Man (Batch Truck); Guardrail and Fence  
Installer; Joint Setter; Laborer (Construction); Landscape  
Laborer; Highway Lighting Worker; Signalization Worker;  
Mesh Handlers & Placer; Right-of-way Laborer; Riprap  
Laborer & Grouter; Scaffold Erector; Seal Coating; Surface  
Treatment or Road Mix Laborer; Sign Installer; Slurry Seal;  
Utility Man; Bridge Man; Handyman; Waterproofing Laborer;  
Flagperson; Hazardous Waste (level D); Diver Tender; Zone  
Person & Traffic Control

GROUP 2 - Skid Steer; Asphalt Raker; Concrete Puddler; Kettle  
Man (Pipeline); Machine Driven Tools (Gas, Electric, Air);  
Mason Tender; Brick Paver; Mortar Mixer; Power Buggy or  
Power Wheelbarrow; Sheeting & Shoring Man; Surface Grinder  
Man; Plastic Fusing Machine Operator; Pug Mill Operator; &  
Vacuum Devices (wet or dry); Rodding Machine Operator;  
Diver; Screwman or Paver; Screed Person; Water Blast, Hand  
Held Wand; Pumps 4" & Under (Gas, Air or Electric) &  
Hazardous Waste (level C); Air Track and Wagon Drill;  
Bottom Person; Cofferdam (below 25 ft. deep); Concrete Saw  
Person; Cutting with Burning Torch; Form Setter; Hand  
Spiker (Railroad); Pipelayer; Tunnel Laborer (without air)  
& Caisson; Underground Person (working in Sewer and  
Waterline, Cleaning, Repairing & Reconditioning);  
Sandblaster Nozzle Person; & Hazardous Waste (level B)

GROUP 3 - Blaster; Mucker; Powder Person; Top Lander;  
Wrencher (Mechanical Joints & Utility Pipeline); Yarnier;  
Hazardous Waste (level A); Concrete Specialist; Concrete  
Crew in Tunnels (With Air-pressurized - \$1.00 premium);  
Curb Setter & Cutter; Grade Checker; Utility Pipeline  
Tapper; Waterline; and Caulker

GROUP 4 - Miner; & Gunite Nozzle Person

TUNNEL LABORER WITH AIR-PRESSURIZED ADD \$1.00 TO BASE RATE

SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID  
THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS  
SIGNALING.



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PAIN0012-016 05/01/2015

	Rates	Fringes
PAINTER		
Bridge.....	\$ 24.39	9.06
Bridge Equipment Tender and Containment Builder.....	\$ 20.73	9.06
Brush & Roller.....	\$ 23.39	9.06
Sandblasting & Water Blasting.....	\$ 24.14	9.06
Spray.....	\$ 23.89	9.06

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PLUM0392-008 06/01/2023

	Rates	Fringes
PLUMBER.....	\$ 38.62	25.73

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\* SUKY2010-161 02/05/1996

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 15.85 **	4.60
GROUP 2.....	\$ 16.29	4.60

TRUCK DRIVER CLASSIFICATIONS

- GROUP 1 - Driver
- GROUP 2 - Euclid Wagon; End Dump; Lowboy; Heavy Duty  
Equipment; Tractor-Trailer Combination; & Drag

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

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\*\* Workers in this classification may be entitled to a higher  
minimum wage under Executive Order 14026 (\$16.20) or 13658  
(\$12.15). Please see the Note at the top of the wage  
determination for more information.

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) (ii)).

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the

classifications was union data. EXAMPLE: UAVG-OH-0010  
08/29/2014. UAVG indicates that the rate is a weighted union  
average rate. OH indicates the state. The next number, 0010 in  
the example, is an internal number used in producing the wage  
determination. 08/29/2014 indicates the survey completion date  
for the classifications and rates under that identifier.

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

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WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

Administrative Review Board  
U.S. Department of Labor

200 Constitution Avenue, N.W.  
Washington, DC 20210

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

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END OF GENERAL DECISIO"

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

**TRANSPORTATION CABINET  
PROJECT WAGE RATES**

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KENTON COUNTY, BRX 0251 (049)

US25/US42/US127 Clay Wade Bailey bridge over the Ohio River 059B00049N

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**NOTICE:**

There are three (3) sets of wage rates established for this project. The contractor shall use the appropriate federal wage rates as it applies to the work being performed.

- Decision Number KY20230039 - Kentucky roadway work
- Decision Number KY20230073 - Kentucky bridge work
- Decision Number OH20230001 - Ohio roadway and bridge work

"General Decision Number: KY20230073 09/29/2023

Superseded General Decision Number: KY20220073

State: Kentucky

Construction Type: Heavy

County: Kenton County in Kentucky.

HEAVY CONSTRUCTION PROJECTS (including sewer/water construction).

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)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<div><div>. Executive Order 14026 generally applies to the contract.</div><div>. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</div></div>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<div><div>. Executive Order 13658 generally applies to the contract.</div><div>. The contractor must pay all covered workers at least \$12.15 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 2023.</div></div>

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

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

Modification Number	Publication Date
0	01/06/2023
1	02/24/2023



2	05/05/2023
3	05/26/2023
4	06/09/2023
5	09/29/2023

ASBE0008-007 03/01/2023

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 33.08	20.69

ELEC0369-008 06/01/2022

	Rates	Fringes
ELECTRICIAN.....	\$ 34.60	19.57

ENGI0018-016 05/01/2019

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Backhoe/Excavator/Trackhoe).....	\$ 37.39	14.95

\* ENGI0181-016 07/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR GROUP 1.....	\$ 38.55	18.60

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Crane; Forklift

Operators on cranes with boom 150 feet and over, including jib, shall receive \$0.75 above Group 1. All cranes with piling leads will receive \$0.50 above Group 1 rate regardless of boom length. Combination rate shall mean \$0.50 per hour above the basic hourly rate of pay.

Employees assigned to work below ground level are to be paid 10% above basic wage rate. This does not apply to open cut work.

\* ENGI0181-019 07/01/2023

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

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Drill; Pumpcrete; Roller (Bituminous)

GROUP 2 - Bobcat/Skid Steer/Skid Loader; Concrete Pump; Roller (Rock)

GROUP 3 - Articulating Truck Operator

GROUP 4 - Pump; Roller (Earth)

Operators on cranes with booms 150 feet and over (including jib) shall receive \$1.00 above Group 1 rate; 250 feet and over including jib shall receive \$1.50 above Class 1 rate. Combination Rate: All crane operators operating cranes, where the length of the boom in combination with the length of the piling leads equal or exceeds 150 feet, shall receive \$1.00 above the Group 1 rate.

Employees assigned to work below ground level are to be paid 10% above basic wage rate. This does not apply to open cut work.

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IRON0044-005 06/01/2023		
	Rates	Fringes
IRONWORKER (STRUCTURAL AND REINFORCING).....	\$ 32.87	22.70
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IRON0070-011 06/01/2023		
	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 32.59	24.50
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LAB00189-016 07/01/2022		
	Rates	Fringes
LABORER		
Concrete Worker & Grade Checker.....	\$ 23.76	17.12
Tamper(Hand Held/Walk Behind).....	\$ 24.01	17.12
-----		
LAB00265-005 05/01/2022		
	Rates	Fringes
LABORER		
Concrete Saw (Hand Held/Walk Behind) & Pipelayer.....	\$ 34.69	17.35
Flagger & Landscape.....	\$ 34.52	17.35
-----		
SUKY2011-029 06/25/2014		
	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 24.80	8.76
LABORER: Common or General.....	\$ 25.27	8.34
LABORER: Concrete Finishing.....	\$ 25.75	8.60
OPERATOR: Bulldozer.....	\$ 28.04	13.00
OPERATOR: Loader.....	\$ 29.37	10.13
OPERATOR: Mechanic.....	\$ 28.60	11.83

OPERATOR: Oiler.....	\$ 24.34	13.00
OPERATOR: Trencher.....	\$ 26.27	12.37
TRUCK DRIVER: Dump Truck.....	\$ 19.00	4.78
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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) (ii)).

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

Union Rate Identifiers

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

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

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

#### Union Average Rate Identifiers

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

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the

Branch of Construction Wage Determinations. Write to:

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

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

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

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

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

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

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

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END OF GENERAL DECISIO"

"General Decision Number: OH20230001 09/01/2023

Superseded General Decision Number: OH20220001

State: Ohio

Construction Types: Heavy and Highway

Counties: Ohio Statewide.

Heavy and 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)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<div>. Executive Order 14026 generally applies to the contract.</div> <div>. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</div>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<div>. Executive Order 13658 generally applies to the contract.</div> <div>. The contractor must pay all covered workers at least \$12.15 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 2023.</div>

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

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

Modification Number	Publication Date
0	01/06/2023
1	02/03/2023
2	03/03/2023

3	04/14/2023
4	06/30/2023
5	07/14/2023
6	08/04/2023
7	09/01/2023

BROH0001-001 06/01/2022

DEFIANCE, FULTON (Excluding Fulton, Amboy & Swan Creek Townships), HENRY (Excluding Monroe, Bartlow, Liberty, Washington, Richfield, Marion, Damascus & Townships & that part of Harrison Township outside corporate limits of city of Napoleon), PAULDING, PUTNAM and WILLIAMS COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0001-004 06/01/2022

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 31.40	18.55

BROH0003-002 06/01/2022

FULTON (Townships of Amboy, Swan Creek & Fulton), HENRY (Townships of Washington, Damascus, Richfield, Bartlow, Liberty, Harrison, Monroe, & Marion), LUCAS and WOOD (Townships of Perrysburg, Ross, Lake, Troy, Freedom, Montgomery, Webster, Center, Portage, Middleton, Plain, Liberty, Henry, Washington, Weston, Milton, Jackson & Grand Rapids) COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

BROH0005-003 06/01/2020

CUYAHOGA, LORAIN & MEDINA (Hinckley, Granger, Brunswick, Liverpool, Montville, York, Homer, Harrisville, Chatham, Litchfield & Spencer Townships and the city of Medina)

	Rates	Fringes
BRICKLAYER		
BRICKLAYERS; CAULKERS;		
CLEANERS; POINTERS; &		
STONEMASONS.....	\$ 36.64	17.13
SANDBLASTERS.....	\$ 36.39	17.13
SEWER BRICKLAYERS & STACK		
BUILDERS.....	\$ 36.64	17.13
SWING SCAFFOLDS.....	\$ 37.14	17.13

BROH0006-005 06/01/2022

CARROLL, COLUMBIANA (Knox, Butler, West & Hanover Townships), STARK & TUSCARAWAS

Rates	Fringes
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Bricklayer, Stonemason.....	\$ 31.40	18.55
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BROH0007-002 06/01/2022		

LAWRENCE

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55
-----		
BROH0007-005 06/01/2022		

PORTAGE & SUMMIT

	Rates	Fringes
BRICKLAYER.....	\$ 31.40	18.55
-----		
BROH0007-010 06/01/2017		

PORTAGE & SUMMIT

	Rates	Fringes
MASON - STONE.....	\$ 28.65	14.55
-----		
BROH0008-001 06/01/2022		

COLUMBIANA (Salem, Perry, Fairfield, Center, Elk Run,  
Middleton, & Unity Townships and the city of New Waterford),  
MAHONING & TRUMBULL

	Rates	Fringes
BRICKLAYER.....	\$ 31.40	18.55
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BROH0009-002 06/01/2022		

BELMONT & MONROE COUNTIES and the Townships of Warren & Mt.  
Pleasant and the Village of Dillonvale in JEFFERSON COUNTY

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55
Refractory.....	\$ 31.45	19.01
-----		
BROH0010-002 06/01/2022		

COLUMBIANA (St. Clair, Madison, Wayne, Franklin, Washington,  
Yellow Creek & Liverpool Townships) & JEFFERSON (Brush Creek &  
Saline Townships)

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55
-----		
BROH0014-002 06/01/2022		

HARRISON & JEFFERSON (Except Mt. Pleasant, Warren, Brush Creek,  
Saline & Salineville Townships & the Village of Dillonvale)

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55
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BROH0016-002 06/01/2022		

ASHTABULA, GEAUGA, and LAKE COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55
-----		
BROH0018-002 06/01/2022		

BROWN, BUTLER, CLERMONT, HAMILTON, PREBLE (Gasper, Dixon, Israel, Lanier, Somers & Gratis Townships) & WARREN COUNTIES:

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55
-----		
BROH0022-004 06/01/2022		

CHAMPAIGN, CLARK, CLINTON, DARKE, GREENE, HIGHLAND, LOGAN, MIAMI, MONTGOMERY, PREBLE (Jackson, Monroe, Harrison, Twin, Jefferson & Washington Townships) and SHELBY COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55
-----		
BROH0032-001 06/01/2022		

GALLIA & MEIGS

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55
-----		
BROH0035-002 06/01/2022		

ALLEN, AUGLAIZE, MERCER and VAN WERT COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55
-----		
BROH0039-002 06/01/2022		

ADAMS & SCIOTO

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55
-----		
BROH0040-003 06/01/2022		

ASHLAND, CRAWFORD, HARDIN, HOLMES, MARION, MORROW, RICHLAND, WAYNE and WYANDOT (Except Crawford, Ridge, Richland & Tymochtee Townships) COUNTIES

Rates	Fringes
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Bricklayer, Stonemason.....\$ 32.49                    23.43

FOOTNOTE: Layout Man and Sawman rate: \$1.00 per hour above journeyman rate.  
Free standing stack work ground level to top of stack;  
Sandblasting and laying of carbon masonry material in swing stage and/or scaffold; Ramming and spading of plastics and gunniting: \$1.50 per hour above journeyman rate.  
""Hot"" work: \$2.50 above journeyman rate.

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BROH0044-002 06/01/2022

	Rates	Fringes
Bricklayer, Stonemason COSHOCOTON, FAIRFIELD, GUERNSEY, HOCKING, KNOX, KICKING, MORGAN, MUSKINGUM, NOBLE (Beaver, Buffalo, Seneca & Wayne Townships) & PERRY COUNTIES:.....	\$ 31.40	18.55

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BROH0045-002 06/01/2021

FAYETTE, JACKSON, PIKE, ROSS and VINTON COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.66

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BROH0046-002 06/01/2022

ERIE, HANCOCK, HURON, OTTAWA, SANDUSKY, SENECA, WOOD (Perry & Bloom Townships) and WYANDOT (Tymochtee, Crawford, Ridge & Richland Townships) COUNTIES & the Islands of Lake Erie north of Sandusky

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

FOOTNOTE: Layout Man and Sawman rate: \$1.00 per hour above journeyman rate.  
Free standing stack work ground level to top of stack;  
Sandblasting and laying of carbon masonry material in swing stage and/or scaffold; Ramming and spading of plastics and gunniting: \$1.50 per hour above journeyman rate.  
""Hot"" work: \$2.50 above journeyman rate.

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BROH0052-001 06/01/2022

ATHENS COUNTY

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

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BROH0052-003 06/01/2022

NOBLE (Brookfield, Noble, Center, Sharon, Olive, Enoch, Stock,

Jackson, Jefferson & Elk Townships) and WASHINGTON COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55
-----		
BROH0055-003 06/01/2022		

DELAWARE, FRANKLIN, MADISON, PICKAWAY and UNION COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55
-----		
CARP0003-004 05/01/2017		

MAHONING & TRUMBULL

	Rates	Fringes
CARPENTER.....	\$ 26.20	17.42
-----		
CARP0069-003 05/01/2017		

CARROLL, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
CARPENTER.....	\$ 25.98	15.98
-----		
CARP0069-006 05/01/2017		

COSHOCTON, HOLMES, KNOX & MORROW

	Rates	Fringes
CARPENTER.....	\$ 24.04	15.29
-----		
CARP0171-002 05/01/2019		

BELMONT, COLUMBIANA, HARRISON, JEFFERSON & MONROE

	Rates	Fringes
CARPENTER.....	\$ 27.37	20.02
-----		
CARP0200-002 05/01/2021		

ADAMS, ATHENS, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA,  
GUERNSEY, HIGHLAND, HOCKING, JACKSON, LAWRENCE, LICKING,  
MADISON, MARION, MEIGS, MORGAN, MUSKINGUM, NOBLE, PERRY,  
PICKAWAY, PIKE, ROSS, SCIOTO, UNION, VINTON and WASHINGTON  
COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 30.28	20.08
Diver.....	\$ 39.41	10.40
PILEDRIVERMAN.....	\$ 30.28	20.08
-----		
CARP0248-005 07/01/2008		

LUCAS & WOOD

	Rates	Fringes
CARPENTER.....	\$ 27.27	14.58
-----		
CARP0248-008 07/01/2008		

	Rates	Fringes
CARPENTER DEFIANCE, FULTON, HANCOCK, HENRY, PAULDING & WILLIAMS COUNTIES.....	\$ 23.71	13.28
-----		
CARP0254-002 05/01/2017		

ASHTABULA, CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
CARPENTER.....	\$ 32.40	16.97
-----		
CARP0372-002 05/01/2016		

ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM & VAN WERT

	Rates	Fringes
CARPENTER.....	\$ 24.54	18.21
-----		
CARP0639-003 05/01/2017		

MEDINA, PORTAGE & SUMMIT

	Rates	Fringes
CARPENTER.....	\$ 30.42	16.99
-----		
CARP0735-002 05/01/2019		

ASHLAND, ERIE, HURON, LORAIN & RICHLAND

	Rates	Fringes
CARPENTER.....	\$ 26.30	17.91
-----		
CARP1311-001 05/01/2017		

BROWN, BUTLER, CHAMPAIGN, CLARK, CLERMONT, CLINTON, DARKE,  
GREENE, HAMILTON, LOGAN, MIAMI, MONTGOMERY, PREBLE, SHELBY &  
WARREN

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 29.34	15.95
Diver.....	\$ 40.58	9.69
-----		
CARP1393-002 07/01/2008		

CRAWFORD, DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA,  
PAULDING, SANDUSKY, SENECA, WILLIAMS & WOOD

Rates	Fringes
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Piledrivermen & Diver's Tender...\$ 27.30 16.05

DIVERS - \$250.00 per day

CARP1393-003 07/01/2008

ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM, VAN WERT & WYANDOT

	Rates	Fringes
Piledrivermen & Diver's Tender...	\$ 25.15	15.92

DIVERS - \$250.00 per day

CARP1871-006 05/01/2017

BELMONT, HARRISON, & MONROE

	Rates	Fringes
Diver, Wet.....	\$ 48.11	17.33
Piledrivermen; Diver, Dry.....	\$ 32.07	17.33

CARP1871-008 05/01/2017

ASHLAND, ASHTABULA, CUYAHOGA, ERIE, GEAUGA, HURON, LAKE, LORAIN, MEDINA, PORTAGE, RICHLAND & SUMMIT

	Rates	Fringes
Diver, Wet.....	\$ 45.80	18.84
Piledrivermen; Diver, Dry.....	\$ 30.53	18.84

CARP1871-014 05/01/2017

CARROLL, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
Diver, Wet.....	\$ 38.34	16.95
Piledrivermen; Diver, Dry.....	\$ 25.56	16.95

CARP1871-015 05/01/2017

COSHOCTON, HOLMES, KNOX & MORROW

	Rates	Fringes
Diver, Wet.....	\$ 37.34	16.07
Piledrivermen; Diver, Dry.....	\$ 24.89	16.07

CARP1871-017 05/01/2017

MAHONING & TRUMBULL

	Rates	Fringes
Diver, Wet.....	\$ 40.65	17.62
Piledrivermen; Diver, Dry.....	\$ 27.10	17.62

CARP2235-012 01/01/2014

COLUMBIANA & JEFFERSON

	Rates	Fringes
PILEDRIVERMAN.....	\$ 31.74	16.41
-----		
CARP2239-001 07/01/2008		

CRAWFORD, OTTAWA, SANDUSKY, SENECA & WYANDOT

	Rates	Fringes
CARPENTER.....	\$ 23.71	13.28
-----		
ELEC0008-002 05/23/2022		

DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING,  
PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD

	Rates	Fringes
CABLE SPLICER.....	\$ 38.98	18.96
ELECTRICIAN.....	\$ 44.79	4.5%+21.61
-----		
ELEC0032-003 12/05/2022		

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, SHELBY, VAN WERT &  
WYANDOT (Crawford, Jackson, Marseilles, Mifflin, Ridgeland,  
Ridge & Salem Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 34.67	21.48
-----		
* ELEC0038-002 04/24/2023		

CUYAHOGA, GEAUGA (Bainbridge, Chester & Russell Townships) &  
LORAIN (Columbia Township)

	Rates	Fringes
ELECTRICIAN Excluding Sound & Communications Work.....	\$ 43.13	23.31

FOOTNOTES;  
a. 6 Paid Holidays: New Year's Day; Memorial Day; July 4th;  
Labor Day; Thanksgiving Day; & Christmas Day  
b. 1 week's paid vacation for 1 year's service; 2 weeks' paid  
vacation for 2 or more years' service

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\* ELEC0038-008 04/24/2023

CUYAHOGA, GEAUGA (Bainbridge, Chester & Russell Townships) &  
LORAIN (Columbia Township)

	Rates	Fringes
Sound & Communication Technician Communications Technician...	\$ 29.80	13.80



Installer Technician.....\$ 28.55

13.76

- FOOTNOTES;
- a. 6 Paid Holidays: New Year's Day; Memorial Day; July 4th; Labor Day; Thanksgiving Day; & Christmas Day
  - b. 1 week's paid vacation for 1 year's service; 2 weeks' paid vacation for 2 or more years' service

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ELEC0064-003 11/28/2022

COLUMBIANA (Butler, Fairfield, Perry, Salem & Unity Townships)  
MAHONING (Austintown, Beaver, Berlin, Boardman, Canfield, Ellsworth, Coitsville, Goshen, Green, Jackson, Poland, Springfield & Youngstown Townships), & TRUMBULL (Hubbard & Liberty Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 36.10	18.91

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ELEC0071-001 01/01/2019

ASHLAND, CHAMPAIGN, CLARK, COSHOCTON, CRAWFORD, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GUERNSEY, HIGHLAND, HOCKING, JACKSON (Coal, Jackson, Liberty, Milton, Washington & Wellston Townships), KNOX, LICKING, MADISON, MARION, MONROE, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE (Beaver, Benton, Jackson, Mifflin, Pebble, Peepee, Perry & Seal Townships), RICHLAND, ROSS, TUSCARAWAS (Auburn, Bucks, Clay, Jefferson, Oxford, Perry, Salem, Rush, Washington & York Townships), UNION, VINTON (Clinton, Eagle, Elk, Harrison, Jackson, Richland & Swan Townships), and WASHINGTON COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operators.....	\$ 33.62	13.40
Groundmen.....	\$ 24.17	11.32
Linemen & Cable Splicers....	\$ 38.27	14.42

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ELEC0071-004 01/01/2019

AUGLAIZE, CLINTON, DARKE, GREENE, LOGAN, MERCER, MIAMI, MONTGOMERY, PREBLE, and SHELBY COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 33.62	13.40
Groundman.....	\$ 24.17	11.32
Lineman & Cable Splicers....	\$ 38.27	14.42

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ELEC0071-005 12/31/2018

ASHTABULA, CUYAHOGA, GEAUGA, LAKE & LORAIN

	Rates	Fringes
LINE CONSTRUCTION: Equipment Operator		
DOT/Traffic Signal &		

Highway Lighting Projects...	\$ 32.44	14.10
Municipal Power/Transit Projects.....	\$ 40.10	16.42
LINE CONSTRUCTION: Groundman DOT/Traffic Signal & Highway Lighting Projects...	\$ 25.06	12.26
Municipal Power/Transit Projects.....	\$ 31.19	14.11
LINE CONSTRUCTION: Linemen/Cable Splicer DOT/Traffic Signal & Highway Lighting Projects...	\$ 36.13	15.03
Municipal Power/Transit Projects.....	\$ 44.56	17.58
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ELEC0071-008 01/01/2019		

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 33.62	13.40
Groundman.....	\$ 24.17	11.32
Lineman & Cable Splicers....	\$ 38.27	14.42
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ELEC0071-010 01/01/2019		

BELMONT, CARROLL, HARRISON, HOLMES, JEFFERSON, MEDINA, PORTAGE, STARK, SUMMIT, and WAYNE COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 33.62	13.40
Groundman.....	\$ 24.17	11.32
Lineman & Cable Splicers....	\$ 38.27	14.42
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ELEC0071-013 01/01/2019		

BROWN, BUTLER, CLERMONT, HAMILTON, and WARREN COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 33.62	13.40
Groundman.....	\$ 24.17	11.32
Lineman & Cable Splicers....	\$ 38.27	14.42
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ELEC0071-014 01/01/2019		

ADAMS, ATHENS, GALLIA, JACKSON (Bloomfield, Franklin, Hamilton, Lick, Jefferson, Scioto & Madison Townships), LAWRENCE, MEIGS, PIKE (Camp Creek, Marion, Newton, Scioto, Sunfish & Union Townships), SCIOTO & VINTON (Brown, Knox, Madison, Vinton & Wilkesville Townships)

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 33.62	13.40
Groundman.....	\$ 24.17	11.32
Lineman & Cable Splicers....	\$ 38.27	14.42

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ELEC0082-002 12/05/2022

CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN  
(Wayne, Clear Creek & Franklin Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 34.25	21.26

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\* ELEC0082-006 11/28/2022

CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN  
(Wayne, Clear Creek & Franklin Townships)

	Rates	Fringes
Sound & Communication Technician		
Cable Puller.....	\$ 13.10 **	4.76
Installer/Technician.....	\$ 26.20	13.89

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ELEC0129-003 02/27/2023

LORAIN (Except Columbia Township) & MEDINA (Litchfield & Liverpool Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 39.30	18.30

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ELEC0129-004 02/27/2023

ERIE & HURON (Lyme, Ridgefield, Norwalk, Townsend, Wakeman, Sherman, Peru, Bronson, Hartland, Clarksfield, Norwich, Greenfield, Fairfield, Fitchville & New London Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 39.30	18.30

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ELEC0141-003 09/01/2019

BELMONT COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 30.63	25.87
ELECTRICIAN.....	\$ 30.38	25.87

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ELEC0212-003 11/26/2018

BROWN, CLERMONT & HAMILTON

	Rates	Fringes
Sound & Communication Technician.....	\$ 24.35	10.99

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ELEC0212-005 06/06/2022

BROWN, CLERMONT, and HAMILTON COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 33.29	21.15
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ELEC0245-001 08/29/2022		

ALLEN, HARDIN, VAN WERT & WYANDOT (Crawford, Jackson, Marseilles, Mifflin, Richland, Ridge & Salem Townships)

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 32.37	26.5%+7.25
Groundman Truck Driver.....	\$ 19.35	7.00+27.25%
Lineman.....	\$ 44.22	7.00+27.25%

FOOTNOTE: a. Half day's Paid Holiday: The last 4 hours of the workday prior to Christmas or New Year's Day

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ELEC0245-003 08/29/2022		

DEFIANCE, FULTON, HANCOCK, HENRY, HURON, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS, and WOOD COUNTIES

	Rates	Fringes
Line Construction		
Cable Splicer.....	\$ 50.85	7.00+27.25%
Groundman/Truck Driver.....	\$ 19.35	7.00+27.25%
Heli-arc Welding.....	\$ 40.76	7.00+27.25%
Lineman.....	\$ 44.22	7.00+27.25%
Operator - Class 1.....	\$ 35.38	7.00+27.25%
Operator - Class 2.....	\$ 28.32	7.00+27.25%
Traffic Signal & Lighting Technician.....	\$ 39.80	7.00+27.25%

FOOTNOTE: a. 6 Observed Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; & Christmas Day. Employees who work on a holiday shall be paid at a rate of double their applicable classified straight-time rates for the work performed on such holiday.

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ELEC0245-004 08/29/2022		

ERIE COUNTY

	Rates	Fringes
Line Construction		
Cable Splicer.....	\$ 49.14	26.75%+6.75
Cablesplicer.....	\$ 50.85	7.00+27.25%
Groundman/Truck Driver.....	\$ 19.35	7.00+27.25%
Lineman.....	\$ 44.22	7.00+27.25%
Operator - Class 1.....	\$ 35.38	7.00+27.25%
Operator - Class 2.....	\$ 28.32	7.00+27.25%

FOOTNOTE: a. 6 Observed Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; & Christmas Day. Employees who work on a holiday shall be

paid at a rate of double their applicable classified  
straight-time rates for the work performed on such holiday.

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ELEC0246-001 10/31/2022

	Rates	Fringes
ELECTRICIAN.....	\$ 40.50	84%+36.47

FOOTNOTE: a. 1 1/2 Paid Holidays: The last scheduled workday  
prior to Christmas & 4 hours on Good Friday.

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ELEC0306-005 05/28/2018

MEDINA (Brunswick, Chatham, Granger, Guilford, Harrisville,  
Hinckley, Homer, Lafayette, Medina, Montville, Sharon, Spencer,  
Wadsworth, Westfield & York Townships), PORTAGE (Atwater,  
Aurora, Brimfield, Deerfield, Franklin, Mantua, Randolph,  
Ravenna, Rootstown, Shalersville, Streetsboro & Suffield  
Townships), SUMMIT & WAYNE (Baughman, Canaan, Chester,  
Chippewa, Congress, Green, Milton, & Wayne Townships)

	Rates	Fringes
CABLE SPLICER.....	\$ 36.87	16.56
ELECTRICIAN.....	\$ 34.54	5%+18.06

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ELEC0317-002 05/30/2022

GALLIA & LAWRENCE

	Rates	Fringes
CABLE SPLICER.....	\$ 32.68	18.13
ELECTRICIAN.....	\$ 35.85	28.25

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ELEC0540-005 12/26/2022

CARROLL (Northern half, including Fox, Harrison, Rose &  
Washington Townships), COLUMBIANA (Knox Township), HOLMES,  
MAHONING (Smith Township), STARK, TUSCARAWAS (North of Auburn,  
Clay, Rush & York Townships), and WAYNE (South of Baughman,  
Chester, Green & Wayne Townships) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 36.28	27.04

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ELEC0573-003 11/28/2022

ASHTABULA (Colebrook, Wayne, Williamsfield, Orwell & Windsor  
Townships), GEAUGA (Auburn, Middlefield, Parkman & Troy  
Townships), MAHONING (Milton Township), PORTAGE (Charlestown,  
Edinburg, Freedom, Hiram, Nelson, Palmyra, Paris & Windham  
Townships), and TRUMBULL (Except Liberty & Hubbard Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 38.70	20.94

ELEC0575-001 11/21/2022

ADAMS, FAYETTE, HIGHLAND, HOCKING, JACKSON (Bloomfield, Franklin, Hamilton, Jefferson, Lick, Madison, Scioto, Coal, Jackson, Liberty, Milton & Washington Townships), PICKAWAY (Deer Creek, Perry, Pickaway, Salt Creek & Wayne Townships), PIKE (Beaver, Benton, Jackson, Mifflin, Pebble, PeePee, Perry, Seal, Camp Creek, Newton, Scioto, Sunfish, Union & Marion Townships), ROSS, SCIOTO & VINTON (Clinton, Eagle, Elk, Harrison, Jackson, Richland & Swan Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 36.00	21.14
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ELEC0648-001 08/29/2022

BUTLER and WARREN COUNTIES (Deerfield, Hamilton, Harlan, Massie, Salem, Turtle Creek, Union & Washington Townships)

	Rates	Fringes
CABLE SPLICER.....	\$ 30.50	18.23
ELECTRICIAN.....	\$ 33.00	21.44
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ELEC0673-004 01/01/2023

ASHTABULA (Excluding Orwell, Colebrook, Williamsfield, Wayne & Windsor Townships), GEAUGA (Burton, Chardon, Claridon, Hambden, Huntsburg, Montville, Munson, Newbury & Thompson Townships) and LAKE COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 33.81	21.47
ELECTRICIAN.....	\$ 35.15	23.41
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ELEC0683-002 05/30/2022

CHAMPAIGN, CLARK, DELAWARE, FAIRFIELD, FRANKLIN, MADISON, PICKAWAY (Circleville, Darby, Harrison, Jackson, Madison, Monroe, Muhlenberg, Scioto, Walnut & Washington Townships), and UNION COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 37.50	23.15
ELECTRICIAN.....	\$ 36.50	23.15
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ELEC0688-003 05/30/2022

ASHLAND, CRAWFORD, HURON (Richmond, New Haven, Ripley & Greenwich Townships), KNOX (Liberty, Clinton, Union, Howard, Monroe, Middleberry, Morris, Wayne, Berlin, Pike, Brown & Jefferson Townships), MARION, MORROW, RICHLAND and WYANDOT (Sycamore, Crane, Eden, Pitt, Antrim & Tymochtee Townships) COUNTIES

Rates	Fringes
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ELECTRICIAN.....	\$ 32.30	21.83
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ELEC0972-002 06/01/2021		

ATHENS, MEIGS, MONROE, MORGAN, NOBLE, VINTON (Brown, Knox, Madison, Vinton & Wilkesville Townships), and WASHINGTON COUNITES

	Rates	Fringes
CABLE SPLICER.....	\$ 37.35	27.81
ELECTRICIAN.....	\$ 34.30	27.62
-----		
ELEC1105-001 05/29/2023		

COSHOCTON, GUERNSEY, KNOX (Jackson, Clay, Morgan, Miller, Milford, Hilliar, Butler, Harrison, Pleasant & College Townships), LICKING, MUSKINGUM, PERRY, and TUSCARAWAS (Auburn, York, Clay, Jefferson, Rush, Oxford, Washington, Salem, Perry & Bucks Townships) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 36.45	24.22
-----		
ENGI0018-003 05/01/2019		

ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN, MEDINA, PORTAGE, and SUMMIT COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 38.63	15.20
GROUP 2.....	\$ 38.53	15.20
GROUP 3.....	\$ 37.49	15.20
GROUP 4.....	\$ 36.27	15.20
GROUP 5.....	\$ 30.98	15.20
GROUP 6.....	\$ 38.88	15.20
GROUP 7.....	\$ 39.13	15.20

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Air Compressor on Steel Erection; Barrier Moving Machine; Boiler Operator on Compressor or Generator when mounted on a Rig; Cableway; Combination Concrete Mixer & Tower; Concrete Plant (over 4 yd. Capacity); Concrete Pump; Crane (All Types, Including Boom Truck, Cherry Picker); Crane-Compact, Track or Rubber over 4,000 lbs. capacity; Cranes-Self Erecting, Stationary, Track or Truck (All Configurations); Derrick; Dragline; Dredge (Dipper, Clam or Suction); Elevating Grader or Euclid Loader; Floating Equipment (All Types); Gradall; Helicopter Crew (Operator-Hoist or Winch); Hoe (all types); Hoisting Engine on Shaft or Tunnel Work; Hydraulic Gantry (Lifting System); Industrial-Type Tractor; Jet Engine Dryer (D8 or D9) Diesel Tractor; Locomotive (Standard Gauge); Maintenance Operator Class A; Mixer, Paving (Single or Double Drum); Mucking Machine; Multiple Scraper; Piledriving Machine (All Types); Power Shovel; Prentice Loader; Quad 9 (Double Pusher); Rail Tamper (with auto lifting & aligning device); Refrigerating Machine (Freezer Operation); Rotary Drill, on Caisson work;



Rough Terrain Fork Lift with Winch/Hoist; Side-Boom; Slip-Form Paver; Tower Derrick; Tree Shredder; Trench Machine (Over 24" wide); Truck Mounted Concrete Pump; Tug Boat; Tunnel Machine and/or Mining Machine; Wheel Excavator; and Asphalt Plant Engineer (Cleveland District Only).

GROUP 2 - Asphalt Paver; Automatic Subgrader Machine, Self-Propelled (CMI Type); Bobcat Type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Boring Machine More than 48"; Bulldozer; Endloader; Horizontal Directional Drill (Over 50,000 ft lbs thrust); Hydro Milling Machine; Kolman-type Loader (production type-Dirt); Lead Greaseman; Lighting & Traffic Signal Installation Equipment (includes all groups or classifications); Material Transfer Equipment (Shuttle Buggy) Asphalt; Pettibone-Rail Equipment; Power Grader; Power Scraper; Push Cat; Rotomill (all), Grinders & Planers of All types; Trench Machine (24" wide & under); Vermeer type Concrete Saw; and Maintenance Operators (Portage and Summit Counties Only).

GROUP 3 - A-Frame; Air Compressor on Tunnel Work (low pressure); Asphalt Plant Engineer (Portage and Summit Counties Only); Bobcat-type and/or Skid Steer Loader with or without Attachments; Highway Drills (all types); Locomotive (narrow gauge); Material Hoist/Elevator; Mixer, Concrete (more than one bag capacity); Mixer, one bag capacity (Side Loader); Power Boiler (Over 15 lbs. Pressure) Pump Operator installing & operating Well Points; Pump (4" & over discharge); Roller, Asphalt; Rotovator (lime soil stabilizer); Switch & Tie Tampers (without lifting & aligning device); Utility Operator (Small equipment); Welding Machines; and Railroad Tie Insertor/Remover; Articulating/straight bed end dumps if assigned (minus \$4.00 per hour).

GROUP 4 - Backfiller; Ballast Re-locator; Bars, Joint & Mesh Installing Machine; Batch Plant; Boring Machine Operator (48" or less); Bull Floats; Burlap & Curing Machine; Concrete Plant (capacity 4 yd. & under); Concrete Saw (Multiple); Conveyor (Highway); Crusher; Deckhand; Farm-type Tractor with attachments (highway); Finishing Machine; Fireperson, Floating Equipment (all types); Forklift; Form Trencher; Hydro Hammer expect masonry; Hydro Seeder; Pavement Breaker; Plant Mixer; Post Driver; Post Hole Digger (Power Auger); Power Brush Burner; Power Form Handling Equipment; Road Widening Trencher; Roller (Brick, Grade & Macadam); Self-Propelled Power Spreader; Self-Propelled Power Subgrader; Steam Fireperson; Tractor (Pulling Sheepfoot, Roller or Grader); and Vibratory Compactor with Integral Power.

GROUP 5 - Compressor (Portable, Sewer, Heavy & Highway); Drum Fireperson (Asphalt Plant); Generator; Masonry Fork Lift; Inboard-Outboard Motor Boat Launch; Oil Heater (asphalt plant); Oiler/Helper; Power Driven Heater; Power Sweeper & Scrubber; Pump (under 4" discharge); Signaller; Tire Repairperson; VAC/ALLS; Cranes - Compact, track or rubber under 4,000 pound capacity; fueling and greasing; and Chainmen.

GROUP 6 - Master Mechanic & Boom from 150 to 180.

GROUP 7 - Boom from 180 and over.

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ENGI0018-004 05/01/2019

ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN,  
BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON,  
COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD,  
FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON,  
HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES,  
HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN,  
LUCAS, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE,  
MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING,  
PERRY, PICKAWAY, PIKE, PREBLE, PUTNAM, RICHLAND, ROSS,  
SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, TUSCARAWAS, UNION, VAN  
WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD, and  
YANDOT COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 37.14	15.20
GROUP 2.....	\$ 37.02	15.20
GROUP 3.....	\$ 35.98	15.20
GROUP 4.....	\$ 34.80	15.20
GROUP 5.....	\$ 29.34	15.20
GROUP 6.....	\$ 37.39	15.20
GROUP 7.....	\$ 37.64	15.20

OPERATING ENGINEER CLASSIFICATIONS

- GROUP 1 - Air Compressor on Steel Erection; Barrier Moving Machine; Boiler Operator on Compressor or Generator when mounted on a Rig; Cableway; Combination Concrete Mixer & Tower; Concrete Plant (over 4 yd. Capacity); Concrete Pump; Crane (All Types, Including Boom Truck, Cherry Picker); Crane-Compact, Track or Rubber over 4,000 lbs. capacity; Cranes-Self Erecting, Stationary, Track or Truck (All Configurations); Derrick; Dragline; Dredge (Dipper, Clam or Suction); Elevating Grader or Euclid Loader; Floating Equipment (All Types); Gradall; Helicopter Crew (Operator-Hoist or Winch); Hoe (all types); Hoisting Engine on Shaft or Tunnel Work; Hydraulic Gantry (Lifting System); Industrial-Type Tractor; Jet Engine Dryer (D8 or D9) Diesel Tractor; Locomotive (Standard Gauge); Maintenance Operator Class A; Mixer, Paving (Single or Double Drum); Mucking Machine; Multiple Scraper; Piledriving Machine (All Types); Power Shovel; Prentice Loader; Quad 9 (Double Pusher); Rail Tamper (with auto lifting & aligning device); Refrigerating Machine (Freezer Operation); Rotary Drill, on Caisson work; Rough Terrain Fork Lift with Winch/Hoist; Side-Boom; Slip-Form Paver; Tower Derrick; Tree Shredder; Trench Machine (Over 24" wide); Truck Mounted Concrete Pump; Tug Boat; Tunnel Machine and/or Mining Machine; and Wheel Excavator.
- GROUP 2 - Asphalt Paver; Automatic Subgrader Machine, Self-Propelled (CMI Type); Bobcat Type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Boring Machine More than 48"; Bulldozer; Endloader; Hydro Milling Machine; Horizontal Directional Drill (over 50,000 ft. lbs. thrust);Kolman-type Loader (production type-Dirt); Lead Greaseman; Lighting & Traffic Signal Installation Equipment (includes all groups or classifications); Material Transfer Equipment (Shuttle Buggy) Asphalt; Pettibone-Rail

Equipment; Power Grader; Power Scraper; Push Cat; Rotomill (all), Grinders & Planers of All types; Trench Machine (24" wide & under); and Vermeer type Concrete Saw.

GROUP 3 - A-Frame; Air Compressor on Tunnel Work (low pressure); Asphalt Plant Engineer; Bobcat-type and/or Skid Steer Loader with or without Attachments; Highway Drills (all types); Locomotive (narrow gauge); Material Hoist/Elevator; Mixer, Concrete (more than one bag capacity); Mixer, one bag capacity (Side Loader); Power Boiler (Over 15 lbs. Pressure) Pump Operator installing & operating Well Points; Pump (4" & over discharge); Railroad Tie Inserter/Remover; Roller, Asphalt; Rotovator (lime soil stabilizer); Switch & Tie Tampers (without lifting & aligning device); Utility Operator (Small equipment); and Welding Machines; Articulating/straight bed end dumps if assigned (minus \$4.00 per hour).

GROUP 4 - Backfiller; Ballast Re-locator; Bars, Joint & Mesh Installing Machine; Batch Plant; Boring Machine Operator (48" or less); Bull Floats; Burlap & Curing Machine; Concrete Plant (capacity 4 yd. & under); Concrete Saw (Multiple); Conveyor (Highway); Crusher; Deckhand; Farm-type Tractor with attachments (highway); Finishing Machine; Fireperson, Floating Equipment (all types); Fork Lift; Form Trencher; Hydro Hammer expect masonry; Hydro Seeder; Pavement Breaker; Plant Mixer; Post Driver; Post Hole Digger (Power Auger); Power Brush Burner; Power Form Handling Equipment; Road Widening Trencher; Roller (Brick, Grade & Macadam); Self-Propelled Power Spreader; Self-Propelled Power Subgrader; Steam Fireperson; Tractor (Pulling Sheepfoot, Roller or Grader); and Vibratory Compactor with Integral Power.

GROUP 5 - Compressor (Portable, Sewer, Heavy & Highway); Drum Fireperson (Asphalt Plant); Generator; Masonary Forklift; Inboard-Outboard Motor Boat Launch; Oil Heater (asphalt plant); Oiler/Helper; Power Driven Heater; Power Sweeper & Scrubber; Pump (under 4" discharge); Signaller; Tire Repairperson; VAC/ALLS; Cranes - Compact, track or rubber under 4,000 pound capacity; fueling and greasing; and Chainmen.

GROUP 6 - Master Mechanic & Boom from 150 to 180.

GROUP 7 - Boom from 180 and over.

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ENG10066-023 06/01/2017

COLUMBIANA, MAHONING & TRUMBULL COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
ASBESTOS; HAZARDOUS/TOXIC		
WASTE PROJECTS		
GROUP 1 - A & B.....	\$ 39.23	19.66
ASBESTOS; HAZARDOUS/TOXIC		
WASTE PROJECTS		
GROUP 2 - A & B.....	\$ 38.90	19.66
ASBESTOS; HAZARDOUS/TOXIC		
WASTE PROJECTS		
GROUP 3 - A & B.....	\$ 34.64	19.66
ASBESTOS; HAZARDOUS/TOXIC		

WASTE PROJECTS		
GROUP 4 - A & B.....	\$ 30.70	19.66
ASBESTOS; HAZARDOUS/TOXIC		
WASTE PROJECTS		
GROUP 5 - A & B.....	\$ 27.30	19.66
HAZARDOUS/TOXIC WASTE		
PROJECTS		
GROUP 1 - C & D.....	\$ 35.96	19.66
HAZARDOUS/TOXIC WASTE		
PROJECTS		
GROUP 2 - C & D.....	\$ 35.66	19.66
HAZARDOUS/TOXIC WASTE		
PROJECTS		
GROUP 3 - C & D.....	\$ 31.76	19.66
HAZARDOUS/TOXIC WASTE		
PROJECTS		
GROUP 4 - C & D.....	\$ 28.14	19.66
HAZARDOUS/TOXIC WASTE		
PROJECTS		
GROUP 5 - C & D.....	\$ 25.03	19.66
ALL OTHER WORK		
GROUP 1.....	\$ 32.69	19.66
ALL OTHER WORK		
GROUP 2.....	\$ 32.42	19.66
ALL OTHER WORK		
GROUP 3.....	\$ 28.87	19.66
ALL OTHER WORK		
GROUP 4.....	\$ 25.58	19.66
ALL OTHER WORK		
GROUP 5.....	\$ 22.75	19.66

GROUP 1 - Rig, Pile Driver or Caisson Type; & Rig, Pile Hydraulic Unit Attached

GROUP 2 - Asphalt Heater Planer; Backfiller with Drag Attachment; Backhoe; Backhoe with Shear attached; Backhoe-Rear Pivotal Swing; Batch Plant-Central Mix Concrete; Batch Plant, Portable concrete; Berm Builder-Automatic; Boat Derrick; Boat-Tug; Boring Machine Attached to Tractor; Bullclam; Bulldozer; C.M.I. Road Builder & Similar Type; Cable Placer & Layer; Carrier-Straddle; Carryall-Scraper or Scoop; Chicago Boom; Compactor with Blade Attached; Concrete Saw (Vermeer or similar type); Concrete Spreader Finisher; Combination, Bidwell Machine; Crane; Crane-Electric Overhead; Crane-Rough Terrain; Crane-Side Boom; Crane-Truck; Crane-Tower; Derrick-Boom; Derrick-Car; Digger-Wheel (Not trencher or road widener); Double Nine; Drag Line; Dredge; Drill-Kenny or Similar Type; Easy Pour Median Barrier Machine (or similar type); Electromatic; Frankie Pile; Gradall; Grader; Gurry; Self-Propelled; Heavy Equipment Robotics Operator/Mechanic; Hoist-Monorail; Hoist-Stationary & Mobile Tractor; Hoist, 2 or 3 drum; Horizontal Directional Drill Operator; Jackall; Jumbo Machine; Kocal & Kuhlman; Land-Seagoing Vehicle; Loader, Elevating; Loader, Front End; Loader, Skid Steer; Locomotive; Mechanic/Welder; Metro Chip Harvester with Boom; Mucking Machine; Paver-Asphalt Finishing Machine; Paver-Road Concrete; Paver-Slip Form (C.M.I. or similar); Place Crete Machine with Boom; Post Driver (Carrier mounted); Power Driven Hydraulic Pump & Jack (When used in Slip Form or Lift Slab Construction); Pump Crete Machine; Regulator-Ballast; Hydraulic Power Unit not attached to Rig for Pile Drillings; Rigs-Drilling; Roto Mill or similar Full Lane (8' Wide & Over); Roto Mill or similar type

(Under 8'); Shovel; Slip Form Curb Machine; Speedwing; Spikemaster; Stonecrusher; Tie Puller & Loader; Tie Tamper; Tractor-Double Boom; Tractor with Attachments; Truck-Boom; Truck-Tire; Trench Machine; Tunnel Machine (Mark 21 Java or similar); & Whirley (or similar type)

GROUP 3 - Asphalt Plant; Bending Machine (Pipeline or similar type); Boring machine, Motor Driven; Chip Harvester without Boom; Cleaning Machine, Pipeline Type; Coating Machine, Pipeline Type; Compactor; Concrete Belt Placer; Concrete Finisher; Concrete Planer or Asphalt; Concrete Spreader; Elevator; Fork Lift (Home building only); Fork lift & Lulls; Fork Lift Walk Behind (Hoisting over 1 buck high); Form Line Machine; Grease Truck operator; Grout Pump; Gunnite Machine; Horizontal Directional Drill Locator; Single Drum Hoist with or without Tower; Huck Bolting Machine; Hydraulic Scaffold (Hoisting building materials); Paving Breaker (Self-propelled or Ridden); Pipe Dream; Pot Fireperson (Power Agitated); Refrigeration Plant; Road Widener; Roller; Sasgen Derrick; Seeding Machine; Soil Stabilizer (Pump type); Spray Cure Machine, Self-Propelled; Straw Blower Machine; Sub-Grader; Tube Finisher or Broom C.M.I. or similar type; & Tugger Hoist

GROUP 4 - Air Curtain Destructor & Similar Type; Batch Plant-Job Related; Boiler Operator; Compressor; Conveyor; Curb Builder, self-propelled; Drill Wagon; Generator Set; Generator-Steam; Heater-Portable Power; Hydraulic Manipulator Crane; Jack-Hydraulic Power driven; Jack-Hydraulic (Railroad); Ladavator; Minor Machine Operator; Mixer-Concrete; Mulching Machine; Pin Puller; Power Broom; Pulverizer; Pump; Road Finishing Machine (Pull Type); Saw-Concrete-Self-Propelled (Highway Work); Signal Person; Spray Cure Machine-Motor Powered; Stump Cutter; Tractor; Trencher Form; Water Blaster; Steam Jenny; Syphon; Vibrator-Gasoline; & Welding Machine

GROUP 5 - Brakeperson; Fireperson; & Oiler

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IRON0017-002 05/01/2023

ASHTABULA (North of Route 6, starting at the Geauga County Line, proceeding east to State Route 45), CUYAHOGA, ERIE (Eastern 2/3), GEAUGA, HURON (East of a line drawn from the north border through Monroeville & Willard), LAKE, LORAIN, MEDINA (North of Old Rte. #224), PORTAGE (West of a line from Middlefield to Shalersville to Deerfield), and SUMMIT (North of Old Rte. #224, including city limits of Barberton) COUNTIES

	Rates	Fringes
IRONWORKER		
Ornamental, Reinforcing, & Structural.....	\$ 35.83	28.01

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IRON0017-010 05/01/2023

ASHTABULA (Eastern part from Lake Erie on the north to route #322 on the south to include Conneaut, Kingsville, Sheffield, Denmark, Dorset, Cherry Valley, Wayne, Monroe, Pierpont, Richmond, Andover & Williamsfield Townships)

	Rates	Fringes
IRONWORKER		
Structural, including metal building erection & Reinforcing.....	\$ 35.83	28.01
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IRON0044-001 06/01/2022		

ADAMS (Western Part), BROWN, BUTLER (Southern Part), CLERMONT, CLINTON (South of a line drawn from Blanchester to Lynchburg), HAMILTON, HIGHLAND (Excluding eastern one-fifth & portion of county inside lines drawn from Marshall to Lynchburg from the northern county line through E. Monroe to Marshall) and WARREN (South of a line drawn from Blanchester through Morrow to the west county line) COUNTIES

	Rates	Fringes
IRONWORKER, REINFORCING.....		
Beyond 30-mile radius of Hamilton County Courthouse..	\$ 32.37	22.30
Up to & including 30-mile radius of Hamilton County Courthouse.....	\$ 28.67	21.20
	\$ 27.60	20.70
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IRON0044-002 06/01/2023		

CLINTON (South of a line drawn from Blanchester to Lynchburg), HAMILTON, HIGHLAND (Excluding eastern one-fifth & portion of county inside lines drawn from Marshall to Lynchburg from the northern county line through E. Monroe to Marshall) & WARREN (South of a line drawn from Blanchester through Morrow to the west county line)

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 30.75	23.30
Ornamental; Structural.....	\$ 32.37	23.30
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IRON0055-003 07/01/2023		

CRAWFORD (Area Between lines drawn from where Hwy #598 & #30 meet through N. Liberty to the northern border & from said Hwy junction point due west to the border), DEFIANCE (S. of a line drawn from where Rte. #66 meets the northern line through Independence to the eastern county border), ERIE (Western 1/3), FULTON, HANCOCK, HARDIN (North of a line drawn from Maysville to a point 4 miles south of the northern line on the eastern line), HENRY, HURON (West of a line drawn from the northern border through Monroeville & Willard), LUCAS, OTTAWA, PUTNAM (East of a line drawn from the northern border down through Miller City to where #696 meets the southern border), SANDUSKY, SENECA, WILLIAMS (East of a line drawn from Pioneer through Stryker to the southern border), WOOD & WYANDOT (North of Rte. #30)

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 25.40	23.87

Flat Road Mesh.....	\$ 29.77	21.30
Tunnels & Caissons Under		
Pressure.....	\$ 29.77	21.30
All Other Work.....	\$ 34.25	28.20
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IRON0147-002 06/01/2023		

ALLEN (Northern half), DEFIANCE (Northern part, excluding south of a line drawn from where Rte. #66 meets the northern line through Independence to the eastern county border), MERCER (Northern half), PAULDING, PUTNAM (Western part, excluding east of a line drawn from the northern border down through Miller City to where #696 meets the southern border), VAN WERT, and WILLIAMS (Western part, excluding east of a line drawn from Pioneer through Stryker to the southern border) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 33.00	25.59
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IRON0172-002 06/01/2023		

CHAMPAIGN (Eastern one-third), CLARK (Eastern one-fourth), COSHOCTON (West of a line beginning at the northwestern county line going through Walhonding & Tunnel Hill to the southern county line), CRAWFORD (South of Rte. #30), DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, HARDIN (Excluding a line drawn from Roundhead to Maysville), HIGHLAND (Eastern one-fifth), HOCKING, JACKSON (Northern half), KNOX, LICKING, LOGAN (Eastern one-third), MADISON, MARION, MORROW, MUSKINGUM (West of a line starting at Adams Mill going to Adamsville & going from Adamsville through Blue Rock to the southern border), PERRY, PICKAWAY, PIKE (Northern half), ROSS, UNION, VINTON and WYANDOT (South of Rte. #30) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 34.07	22.55
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IRON0207-004 06/01/2023		

ASHTABULA (Southern part starting at the Geauga County line), COLUMBIANA (E. of a line from Damascus to Highlandtown), MAHONING (N. of Old Route #224), PORTAGE (E. of a line from Middlefield to Shalersville to Deerfield) & TRUMBULL

	Rates	Fringes
IRONWORKER		
Layout; Sheeter.....	\$ 34.00	27.16
Ornamental; Reinforcing;		
Structural.....	\$ 33.00	27.16
Ornamental; Reinforcing.....	\$ 28.92	25.61
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IRON0290-002 06/01/2023		

ALLEN (Southern half), AUGLAIZE, BUTLER (North of a line drawn from east to the west county line going through Oxford, Darrrtown & Woodsdale), CHAMPAIGN (Excluding east of a line drawn from Catawla to the point where #68 intersects the northern county line), CLARK (Western two-thirds), CLINTON (Excluding south of a line drawn from Blanchester to

Lynchburg), DARKE, GREENE, HIGHLAND (Inside lines drawn from Marshall to Lynchburg & from the northern county line through East Monroe to Marshall), LOGAN (West of a line drawn from West Liberty to where the northern county line meets the western county line of Hardin), MERCER (Southern half), MIAMI, MONTGOMERY, PREBLE, SHELBY & WARREN (Excluding south of a line drawn from Blanchester through Morrow to the western county line) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 32.69	24.05
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IRON0549-003 12/01/2022		

BELMONT, GUERNSEY, HARRISON, JEFFERSON, MONROE & MUSKINGUM (Excluding portion west of a line starting at Adams Mill going to Adamsville and going from Adamsville through Blue Rock to the south border)

	Rates	Fringes
IRONWORKER.....	\$ 35.19	25.66
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IRON0550-004 05/01/2023		

ASHLAND, CARROLL, COLUMBIANA (W. of a line from Damascus to Highlandtown), COSHOCTON (E. of a line beginning at NW Co. line going through Walhonding & Tunnel Hill to the South Co. line), HOLMES, HURON (S. of Old Rte. #224), MAHONING (S. of Old Rte. #224), MEDINA (S. of Old Rte. #224), PORTAGE (S. of Old Rte. #224), RICHLAND, STARK, SUMMIT (S. of Old Rte. #224, Excluding city limits of Barberton), TUSCARAWAS, & WAYNE

	Rates	Fringes
Ironworkers:Structural, Ornamental and Reinforcing.....	\$ 33.00	22.27
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IRON0769-004 06/01/2023		

ADAMS (Eastern Half), GALLIA, JACKSON (Southern Half), LAWRENCE & SCIOTO

	Rates	Fringes
IRONWORKER.....	\$ 36.16	28.34
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IRON0787-003 06/01/2023		

ATHENS, MEIGS, MORGAN, NOBLE, and WASHINGTON COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 32.30	23.95
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LAB00265-008 05/01/2023		

	Rates	Fringes
LABORER		



ASHTABULA, ERIE, HURON, LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PORTAGE, SANDUSKY, STARK, SUMMIT, TRUMBULL & WOOD COUNTIES		
GROUP 1.....	\$ 35.05	13.70
GROUP 2.....	\$ 35.22	13.70
GROUP 3.....	\$ 35.55	13.70
GROUP 4.....	\$ 36.00	13.70
CUYAHOGA AND GEAUGA COUNTIES ONLY: SEWAGE PLANTS, WASTE PLANTS, WATER TREATMENT FACILITIES, PUMPING STATIONS, & ETHANOL PLANTS		
CONSTRUCTION.....	\$ 37.66	13.70
CUYAHOGA, GEAUGA & LAKE COUNTIES		
GROUP 1.....	\$ 36.28	13.70
GROUP 2.....	\$ 36.45	13.70
GROUP 3.....	\$ 36.78	13.70
GROUP 4.....	\$ 37.23	13.70
REMAINING COUNTIES OF OHIO		
GROUP 1.....	\$ 34.62	13.70
GROUP 2.....	\$ 34.79	13.70
GROUP 3.....	\$ 35.12	13.70
GROUP 4.....	\$ 35.57	13.70

LABORER CLASSIFICATIONS

- GROUP 1 - Asphalt Laborer; Carpenter Tender; Concrete Curing Applicator; Dump Man (Batch Truck); Guardrail and Fence Installer; Joint Setter; Laborer (Construction); Landscape Laborer; Mesh Handlers & Placer; Right-of-way Laborer; Riprap Laborer & Grouter; Scaffold Erector; Seal Coating; Surface Treatment or Road Mix Laborer; Sign Installer; Slurry Seal; Utility Man; Bridge Man; Handyman; Waterproofing Laborer; Flagperson; Hazardous Waste (level D); Diver Tender; Zone Person & Traffic Control
- GROUP 2 - Asphalt Raker; Concrete Puddler; Kettle Man Pipeline); Machine Driven Tools (Gas, Electric, Air); Mason Tender; Brick Paver; Mortar Mixer; Power Buggy or Power Wheelbarrow; Paint Striper; Sheeting & Shoring Man; Surface Grinder Man; Plastic Fusing Machine Operator; Pug Mill Operator; & Vacuum Devices (wet or dry); Rodding Machine Operator; Diver; Screwman or Paver; Screed Person; Water Blast, Hand Held Wand; Pumps 4" & Under (Gas, Air or Electric) & Hazardous Waste (level C); Air Track and Wagon Drill; Bottom Person; Cofferdam (below 25 ft. deep); Concrete Saw Person; Cutting with Burning Torch; Form Setter; Hand Spiker (Railroad); Pipelayer; Tunnel Laborer (without air) & Caisson; Underground Person (working in Sewer and Waterline, Cleaning, Repairing & Reconditioning); Sandblaster Nozzle Person; & Hazardous Waste (level B)
- GROUP 3 - Blaster; Mucker; Powder Person; Top Lander; Wrencher (Mechanical Joints & Utility Pipeline); Yarnier; Hazardous Waste (level A); Concrete Specialist; Concrete Crew in Tunnels (With Air-pressurized - \$1.00 premium); Curb Setter & Cutter; Grade Checker; Utility Pipeline Tapper; Waterline; and Caulker
- GROUP 4 - Miner (With Air-pressurized - \$1.00 premium); & Gunite Nozzle Person

TUNNEL LABORER WITH AIR-PRESSURIZED ADD \$1.00 TO BASE RATE

SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID  
THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING.

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PAIN0006-002 05/01/2023

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, PORTAGE (N. of the  
East-West Turnpike) & SUMMIT (N. of the East-West Turnpike)

	Rates	Fringes
PAINTER		
COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS		
GROUP 1.....	\$ 30.75	18.95
GROUP 2.....	\$ 31.15	18.95
GROUP 3.....	\$ 31.45	18.95
GROUP 4.....	\$ 37.01	18.95
COMMERCIAL REPAINT		
GROUP 1.....	\$ 29.25	18.95
GROUP 2.....	\$ 29.65	18.95
GROUP 3.....	\$ 29.95	18.95

PAINTER CLASSIFICATIONS - COMMERCIAL NEW WORK; REMODELING; &  
RENOVATIONS

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

GROUP 3 - Spray Painting; Closed Steel Above 55 feet; Bridges  
& Open Structural Steel; Tanks - Water Towers; Bridge  
Painters; Bridge Riggers; Containment Builders

GROUP 4 - Bridge Blaster

PAINTER CLASSIFICATIONS - COMMERCIAL REPAINT

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

GROUP 3 - Spray Painting

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PAIN0007-002 07/01/2021

FULTON, HENRY, LUCAS, OTTAWA (Excluding Allen, Bay, Bono,  
Catawba Island, Clay Center, Curtice, Danbury, Eagle Beach,  
Elliston, Elmore, Erie, Fishback, Gem Beach & Genova) & WOOD

	Rates	Fringes
PAINTER		
NEW COMMERCIAL WORK		
GROUP 1.....	\$ 28.74	18.77
GROUP 2.....	\$ 28.74	18.77
GROUP 3.....	\$ 28.74	18.77
GROUP 4.....	\$ 28.74	18.77
GROUP 5.....	\$ 28.74	18.77

GROUP 6.....	\$ 28.74	18.77
GROUP 7.....	\$ 28.74	18.77
GROUP 8.....	\$ 28.74	18.77
GROUP 9.....	\$ 28.74	18.77

REPAINT IS 90% OF JR

PAINTER CLASSIFICATIONS

GROUP 1 - Brush; Spray & Sandblasting Pot Tender

GROUP 2 - Refineries & Refinery Tanks; Surfaces 30 ft. or over where material is applied to or labor performed on above ground level (exterior), floor level (interior)

GROUP 3 - Swing Stage & Chair

GROUP 4 - Lead Abatement

GROUP 5 - All Methods of Spray

GROUP 6 - Solvent-Based Catalized Epoxy Materials of 2 or More Component Materials, to include Solvent-Based Conversion Varnish (excluding water based)

GROUP 7 - Spray Solvent Based Material; Sand & Abrasive Blasting

GROUP 8 - Towers; Tanks; Bridges; Stacks Over 30 Feet

GROUP 9 - Epoxy Spray (excluding water based)

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PAIN0012-008 05/01/2019

BUTLER COUNTY

	Rates	Fringes
PAINTER		
GROUP 1.....	\$ 21.95	10.20
GROUP 2.....	\$ 25.30	10.20
GROUP 3.....	\$ 25.80	10.20
GROUP 4.....	\$ 26.05	10.20
GROUP 5.....	\$ 26.30	10.20

PAINTER CLASSIFICATIONS

GROUP 1: Bridge Equipment Tender; Bridge/Containment Builder

GROUP 2: Brush & Roller

GROUP 3: Spray

GROUP 4: Sandblasting; & Waterblasting

GROUP 5: Elevated Tanks; Steeplejack Work; Bridge; & Lead Abatement

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PAIN0012-010 05/01/2019

BROWN, CLERMONT, CLINTON, HAMILTON & WARREN

	Rates	Fringes
PAINTER		
HEAVY & HIGHWAY BRIDGES- GUARDRAILS-LIGHTPOLES- STRIPING		
Bridge Equipment Tender and Containment Builder....	\$ 21.95	10.20
Bridges when highest point of clearance is 60 feet or more; & Lead		
Abatement Projects.....	\$ 26.30	10.20
Brush & Roller.....	\$ 25.30	10.20
Sandblasting & Hopper		
Tender; Water Blasting.....	\$ 26.05	10.20
Spray.....	\$ 25.80	10.20
-----		
PAIN0093-001 12/01/2022		

ATHENS, GUERNSEY, HOCKING, MONROE, MORGAN, NOBLE and  
WASHINGTON COUNTIES

	Rates	Fringes
PAINTER		
Bridges; Locks; Dams; Tension Towers; &		
Energized Substations.....	\$ 34.81	22.47
Power Generating Facilities..	\$ 31.66	22.47
-----		
PAIN0249-002 05/01/2023		

CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE

	Rates	Fringes
PAINTER		
GROUP 1 - Brush & Roller....	\$ 26.23	12.56
GROUP 2 - Swing, Scaffold Bridges; Structural Steel; Open Acid Tank; High Tension Electrical		
Equipment; & Hot Pipes.....	\$ 26.23	12.56
GROUP 3 - Spray; Sandblast; Steamclean;		
Lead Abatement.....	\$ 26.98	12.56
GROUP 4 - Steeplejack Work..	\$ 27.18	12.56
GROUP 5 - Coal Tar.....	\$ 27.73	12.56
GROUP 6 - Bridge Equipment Tender & or Containment Builder.....		
	\$ 34.94	12.56
GROUP 7 - Tanks, Stacks & Towers.....		
	\$ 29.87	12.56
GROUP 8 - Bridge Blaster, Rigger.....		
	\$ 37.94	12.56
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PAIN0356-002 09/01/2009		

KNOX, LICKING, MUSKINGUM, and PERRY

	Rates	Fringes
PAINTER		
Bridge Equipment Tenders		

and Containment Builders....	\$ 27.93	7.25
Bridges; Blasters;		
andRiggers.....	\$ 34.60	7.25
Brush and Roller.....	\$ 20.93	7.25
Sandblasting; Steam		
Cleaning; Waterblasting;		
and Hazardous Work.....	\$ 25.82	7.25
Spray.....	\$ 21.40	7.25
Structural Steel and Swing		
Stage.....	\$ 25.42	7.25
Tanks; Stacks; and Towers...	\$ 28.63	7.25
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PAIN0438-002 12/01/2021		

BELMONT, HARRISON and JEFFERSON COUNTIES

	Rates	Fringes
PAINTER		
Bridges, Locks, Dams,		
Tension Towers & Energized		
Substations.....	\$ 34.44	18.19
Power Generating Facilities.	\$ 32.29	18.19
-----		
PAIN0476-001 06/01/2023		

COLUMBIANA, MAHONING, and TRUMBULL COUNITIES

	Rates	Fringes
PAINTER		
GROUP 1.....	\$ 27.49	17.06
GROUP 2.....	\$ 34.12	17.06
GROUP 3.....	\$ 27.70	17.06
GROUP 4.....	\$ 27.99	17.06
GROUP 5.....	\$ 28.14	17.06
GROUP 6.....	\$ 28.39	17.06
GROUP 7.....	\$ 29.49	17.06

PAINTER CLASSIFICATIONS:

GROUP 1: Painters, Brush & Roller

GROUP 2: Bridges

GROUP 3: Structural Steel

GROUP 4: Spray, Except Bar Joist/Deck

GROUP 5: Epoxy/Mastic; Spray- Bar Joist/Deck; Working Above  
50 Feet; and Swingstages

GROUP 6: Tanks; Sandblasting

GROUP 7: Towers; Stacks

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PAIN0555-002 06/01/2021		

ADAMS, HIGHLAND, JACKSON, PIKE & SCIOTO

	Rates	Fringes
PAINTER		
GROUP 1.....	\$ 31.95	17.05

GROUP 2.....	\$ 33.47	17.05
GROUP 3.....	\$ 34.99	17.05
GROUP 4.....	\$ 37.97	17.05

PAINTER CLASSIFICATIONS

- GROUP 1 - Containment Builder
- GROUP 2 - Brush; Roller; Power Tools, Under 40 feet
- GROUP 3 - Sand Blasting; Spray; Steam Cleaning; Pressure Washing; Epoxy & Two Component Materials; Lead Abatement; Hazardous Waste; Toxic Materials; Bulk & Storage Tanks of 25,000 Gallon Capacity or More; Elevated Tanks
- GROUP 4 - Stacks; Bridges

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PAIN0639-001 05/01/2011

	Rates	Fringes
Sign Painter & Erector.....	\$ 20.61	3.50+a+b+c

FOOTNOTES: a. 7 Paid Holidays: New Year's Day; Memorial Day; July 4th; Labor Day; Thanksgiving Day; Christmas Day & 1 Floating Day  
b. Vacation Pay: After 1 year's service - 5 days' paid vacation; After 2, but less than 10 years' service - 10 days' paid vacation; After 10, but less than 20 years' service - 15 days' paid vacation; After 20 years' service - 20 days' paid vacation  
c. Funeral leave up to 3 days maximum paid leave for death of mother, father, brother, sister, spouse, child, mother-in-law, father-in-law, grandparent and inlaw provided employee attends funeral

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PAIN0788-002 06/01/2022

ASHLAND, CRAWFORD, ERIE, HANCOCK, HURON, MARION, MORROW, OTTAWA (Allen, Bay, Bono, Catawba Island, Clay Center, Curtice, Danbury, Eagle Beach, Elliston, Elmore, Erie, Fishback, Gem Beach & Genoa), RICHLAND, SANDUSKY, SENECA & WYANDOT

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 25.08	16.72
Structural Steel.....	\$ 26.68	16.72

WINTER REPAINT: Between December 1 to March 31 - 90%JR

\$ .50 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK:

While working swingstage, boatswain chair, needle beam and horizontal cable. While operating sprayguns, sandblasting, cobblasting and high pressure waterblasting (4000psi).

\$1.00 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK:

For the application of catalized epoxy, including latex epoxy

that is deemed hazardous, lead abatement, or for work or material where special precautions beyond normal work duties must be taken. For working on stacks, tanks, and towers over 40 feet in height.

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PAIN0813-005 12/01/2008

GALLIA, LAWRENCE, MEIGS & VINTON

	Rates	Fringes
PAINTER		
Base Rate.....	\$ 24.83	10.00
Bridges, Locks, Dams &		
Tension Towers.....	\$ 27.83	10.00

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\* PAIN0841-001 06/01/2023

MEDINA, PORTAGE (South of and including Ohio Turnpike), and  
SUMMIT (South of and including Ohio Turnpike) COUNTIES

	Rates	Fringes
Painters:		
GROUP 1.....	\$ 30.18	15.50
GROUP 2.....	\$ 30.83	15.50
GROUP 3.....	\$ 30.93	15.50
GROUP 4.....	\$ 31.03	15.50
GROUP 5.....	\$ 31.43	15.50
GROUP 6.....	\$ 39.20	11.75
GROUP 7.....	\$ 31.68	15.50

PAINTER CLASSIFICATIONS:

GROUP 1 - Brush, Roller & Paperhanger

GROUP 2 - Epoxy Application

GROUP 3 - Swing Scaffold, Bosum Chair, & Window Jack

GROUP 4 - Spray Gun Operator of Any & All Coatings

GROUP 5 - Sandblast, Painting of Standpipes, etc. from  
Scaffolds, Bridge Work and/or Open Structural Steel,  
Standpipes and/or Water Towers

GROUP 6 - Public & Commerce Transportation, Steel or  
Galvanized, Bridges, Tunnels & Related Support Items  
(concrete)

GROUP 7 - Synthetic Exterior, Drywall Finisher and/or Taper,  
Drywall Finisher and Follow-up Man Using Automatic Tools

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PAIN0841-002 06/01/2022

CARROLL, COSHOCTON, HOLMES, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
PAINTER		
Bridges; Towers, Poles &		
Stacks; Sandblasting		

Steel; Structural Steel & Metalizing.....	\$ 23.50	15.45
Brush & Roller.....	\$ 28.18	15.45
Spray; Tank Interior & Exterior.....	\$ 23.50	15.45

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PAIN1020-002 07/01/2023

ALLEN, AUGLAIZE, CHAMPAIGN, DEFIANCE, HARDIN, LOGAN, MERCER, PAULDING, PUTNAM, SHELBY, VAN WERT, and WILLIAMS COUNTIES

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 26.64	15.56
Drywall Finishing & Taping..	\$ 27.39	15.56
Lead Abatement.....	\$ 28.39	15.56
Spray, Sandblasting Pressure Cleaning, & Refinery.....	\$ 27.39	15.56
Swing Stage, Chair, Spiders, & Cherry Pickers...	\$ 26.89	15.56
Wallcoverings.....	\$ 27.39	15.56

All surfaces 40 ft. or over where material is applied to or labor performed on, above ground level (exterior), floor level (interior) - \$.50 premium

Applying Coal Tar Products - \$1.00 premium

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PAIN1275-002 05/01/2023

DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, MADISON, PICKAWAY, ROSS & UNION

	Rates	Fringes
PAINTER		
Bridges.....	\$ 35.57	14.25
Brush; Roller.....	\$ 29.96	14.25
Sandblasting; Steamcleaning; Waterblasting (3500 PSI or Over)& Hazardous Work.....	\$ 30.66	14.25
Spray.....	\$ 30.46	14.25
Stacks; Tanks; & Towers.....	\$ 32.77	14.25
Structural Steel & Swing Stage.....	\$ 28.81	14.25

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PLAS0109-001 05/01/2018

MEDINA, PORTAGE, STARK, and SUMMIT COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 28.86	17.11

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PLAS0109-003 05/01/2018

CARROLL, HOLMES, TUSCARAWAS, and WAYNE COUNTIES

	Rates	Fringes
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PLASTERER.....	\$ 28.21	17.11
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PLAS0132-002 07/01/2023		
BROWN, BUTLER, CLERMONT, HAMILTON, HIGHLAND, WARREN COUNTIES		
	Rates	Fringes
PLASTERER.....	\$ 28.40	16.24
-----		
PLAS0404-002 05/01/2018		
ASHTABULA, CUYAHOGA, GEAUGA, AND LAKE COUNTIES		
	Rates	Fringes
PLASTERER.....	\$ 29.63	17.11
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PLAS0404-003 05/01/2018		
LORAIN COUNTY		
	Rates	Fringes
PLASTERER.....	\$ 28.86	17.11
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PLAS0526-022 05/01/2018		
COLUMBIANA, MAHONING, and TRUMBULL COUNTIES		
	Rates	Fringes
PLASTERER.....	\$ 28.86	17.11
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PLAS0526-023 05/01/2018		
BELMONT, HARRISON, and JEFFERSON COUNTIES		
	Rates	Fringes
PLASTERER.....	\$ 28.21	17.11
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PLAS0886-001 05/01/2018		
FULTON, HANCOCK, HENRY, LUCAS, PUTNAM, and WOOD COUNTIES		
	Rates	Fringes
PLASTERER.....	\$ 29.63	17.11
-----		
PLAS0886-003 05/01/2018		
DEFIANCE, ERIE, HURON, OTTAWA, PAULDING, SANDUSKY, and SENECA COUNTIES		
	Rates	Fringes
PLASTERER.....	\$ 28.86	17.11
-----		
PLAS0886-004 05/01/2018		
ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, and VAN WERT COUNTIES		

	Rates	Fringes
PLASTERER.....	\$ 28.21	17.11
-----		
PLUM0042-002 07/01/2023		

ASHLAND, CRAWFORD, ERIE, HURON, KNOX, LORAIN, MORROW, RICHLAND  
& WYANDOT

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 37.62	25.47
-----		
PLUM0050-002 07/04/2022		

DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING,  
PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 44.60	28.51
-----		
PLUM0055-003 05/01/2022		

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, MEDINA (N. of Rte. #18 &  
Smith Road) & SUMMIT (N. of Rte. #303, including the corporate  
limits of the city of Hudson)

	Rates	Fringes
PLUMBER.....	\$ 40.00	28.43
-----		
PLUM0083-001 07/01/2017		

BELMONT & MONROE (North of Rte. #78)

	Rates	Fringes
Plumber and Steamfitter.....	\$ 32.16	31.51
-----		
PLUM0094-002 05/01/2023		

CARROLL (Northern Half), STARK, and WAYNE COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 38.03	23.09
-----		
PLUM0120-002 05/01/2023		

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN (the C.E.I. Power  
House in Avon Lake), MEDINA (N. of Rte. #18) & SUMMIT (N. of  
#303)

	Rates	Fringes
PIPEFITTER.....	\$ 45.62	27.30
-----		
PLUM0162-002 06/01/2022		

CHAMPAIGN, CLARK, CLINTON, DARKE, FAYETTE, GREENE, MIAMI,  
MONTGOMERY & PREBLE

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 36.47	26.80
-----		
PLUM0168-002 06/01/2023		

MEIGS, MONROE (South of Rte. #78), MORGAN (South of Rte. #78)  
& WASHINGTON

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 38.95	34.97
-----		
PLUM0189-002 06/01/2022		

DELAWARE, FAIRFIELD, FRANKLIN, HOCKING, LICKING, MADISON,  
MARION, PERRY, PICKAWAY, ROSS & UNION

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 43.25	26.94
-----		
PLUM0219-002 06/01/2022		

MEDINA (Rte. #18 from eastern edge of Medina Co., west to  
eastern corporate limits of the city of Medina, & on the county  
road from the west corporate limits of Medina running due west  
to and through community of Risley to the western edge of  
Medina County - All territory south of this line), PORTAGE, and  
SUMMIT (S. of Rte. #303) COUNTIES

	Rates	Fringes
Plumber and Steamfitter.....	\$ 41.22	26.64
-----		
PLUM0392-002 06/01/2023		

BROWN, BUTLER, CLERMONT, HAMILTON & WARREN

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 38.62	25.83
-----		
PLUM0396-001 06/01/2023		

COLUMBIANA (Excluding Washington & Yellow Creek Townships &  
Liverpool Twp. - Secs. 35 & 36 - West of County Road #427),  
MAHONING and TRUMBULL COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 37.10	28.51
-----		
PLUM0495-002 06/01/2023		

CARROLL (Rose, Monroe, Union, Lee, Orange, Perry & Loudon Townships), COLUMBIANA (Washington & Yellow Creek Townships & Liverpool Township, Secs. 35 & 36, West of County Rd. #427), COSHOCTON, GUERNSEY, HARRISON, HOLMES, JEFFERSON, MORGAN (South to State Rte. #78 & from McConnelsville west on State Rte. #37 to the Perry County line), MUSKINGUM, NOBLE, and TUSCARAWAS COUNTIES

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 36.82	35.40
-----		
PLUM0577-002 06/01/2023		

ADAMS, ATHENS, GALLIA, HIGHLAND, JACKSON, LAWRENCE, PIKE, SCIOTO & VINTON

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 39.98	26.48
-----		
PLUM0776-002 07/01/2023		

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, SHELBY and VAN WERT COUNTIES

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 40.07	28.95
-----		
TEAM0377-003 05/01/2023		

STATEWIDE, EXCEPT CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 31.49	16.40
GROUP 2.....	\$ 31.91	16.40

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Asphalt Distributor; Batch; 4- Wheel Service; 4-Wheel Dump; Oil Distributor & Tandem

GROUP 2 - Tractor-Trailer Combination: Fuel; Pole Trailer; Ready Mix; Semi-Tractor; & Asphalt Oil Spraybar Man When Operated From Cab; 5 Axles & Over; Belly Dump; End Dump; Articulated Dump; Heavy Duty Equipment; Low Boy; & Truck Mechanic

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TEAM0436-002 05/01/2023		

CUYAHOGA, GEAUGA & LAKE

Rates	Fringes
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TRUCK DRIVER		
GROUP 1.....	\$ 31.00	18.95
GROUP 2.....	\$ 32.50	18.95

GROUP 1: Straight & Dump, Straight Fuel

GROUP 2: Semi Fuel, Semi Tractor, Euclids, Darts, Tank, Asphalt Spreaders, Low Boys, Carry-All, Tourna-Rockers, Hi-Lifts, Extra Long Trailers, Semi-Pole Trailers, Double Hook-Up Tractor Trailers including Team Track & Railroad Siding, Semi-Tractor & Tri-Axle Trailer, Tandem Tractor & Tandem Trailer, Tag Along Trailer, Expandable Trailer or Towing Requiring Road Permits, Ready-Mix (Agitator or Non-Agitator), Bulk Concrete Driver, Dry Batch Truck, Articulated End Dump

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

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

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) (ii)).

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

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WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISIO"

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

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

<b>GOALS FOR MINORITY PARTICIPATION IN EACH TRADE</b>	<b>GOALS FOR FEMALE PARTICIPATION IN EACH TRADE</b>
11.0%	6.9%

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

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

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

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

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



## **PART IV**

## **INSURANCE**

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

**PART V**

**BID ITEMS**

## **PART IV**

## **INSURANCE**

**INSURANCE**  
**(Railroad Involvement)**

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

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

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

**PART V**

**BID ITEMS**

Report Date 9/27/23

Section: 0001 - BRIDGE

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	03299		ARMORED EDGE FOR CONCRETE	82.00	LF		\$	
0020	03300		ELIMINATE TRANSVERSE JOINT	82.00	LF		\$	
0030	04799		CONDUIT-4 IN	210.00	LF		\$	
0040	08104		CONCRETE-CLASS AA	20.00	CUYD		\$	
0050	08150		STEEL REINFORCEMENT	2,596.00	LB		\$	
0060	08151		STEEL REINFORCEMENT-EPOXY COATED	2,950.00	LB		\$	
0070	08472		EXPANSION DAM-4 IN NEOPRENE	66.50	LF		\$	
0080	21527ND		PIER CAP REPAIR PIER 9	1.00	LS		\$	
0090	23386EC		JOINT SEAL REPLACEMENT	340.00	LF		\$	
0100	23744EC		EPOXY INJECTION CRACK REPAIR	150.00	LF		\$	
0110	23815EC		EXPANSION PLATE RETROFIT	1.00	EACH		\$	
0120	23949EC		BRIDGE CLEANING & PREVENTIVE MAINTENANCE	1.00	LS		\$	
0130	24409EC		DRILL HOLES IN STEEL MEMBERS	16.00	EACH		\$	
0140	24431EC		DRAINAGE SYSTEM	1.00	EACH		\$	
0150	24610EC		MODULAR EXPANSION JOINT	127.50	LF		\$	
0160	24692EC		DECK DRAIN RETROFIT	5.00	EACH		\$	
0170	24879EC		STEEL REPAIR	1.00	EACH		\$	
0180	24879EC		STEEL REPAIR FLOORBEAM	1.00	EACH		\$	
0190	24879EC		STEEL REPAIR STRINGER	1.00	EACH		\$	
0200	24879EC		STEEL REPAIR GIRDER	1.00	EACH		\$	

Section: 0002 - TRAFFIC CONTROL

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0210	02014		BARRICADE-TYPE III	16.00	EACH		\$	
0220	02650		MAINTAIN & CONTROL TRAFFIC	1.00	LS		\$	
0230	02671		PORTABLE CHANGEABLE MESSAGE SIGN	2.00	EACH		\$	
0240	20411ED		LAW ENFORCEMENT OFFICER	550.00	HOURL		\$	

Section: 0003 - MOBILIZATION/DEMOBILIZATION

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0250	02568		MOBILIZATION	1.00	LS		\$	
0260	02569		DEMOBILIZATION	1.00	LS		\$	