



**CALL NO. 111**

**CONTRACT ID. 262942**

**JEFFERSON COUNTY**

**FED/STATE PROJECT NUMBER BRX 0649(011)**

**DESCRIPTION RIVERSIDE EXPRESSWAY (I-64)**

**WORK TYPE BRIDGE REPAIRS**

**PRIMARY COMPLETION DATE 6/1/2027**

**LETTING DATE: January 29,2026**

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN STANDARD TIME January 29,2026. Bids will be publicly announced at 10:00 AM EASTERN STANDARD TIME.

**NO PLANS ASSOCIATED WITH THIS PROJECT.**

**DBE CERTIFICATION REQUIRED - 0%**

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

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**PART I**  
**SCOPE OF WORK**

## ADMINISTRATIVE DISTRICT - 05

**CONTRACT ID - 262942**

**BRX 0649(011)**

**COUNTY - JEFFERSON**

**PCN - MB056006425C1**

**BRX 0649 (011)**

I-64 RIVERSIDE EXPRESSWAY I-64 RIVERSIDE EXPRESSWAYBRIDGE REPAIRS SYP NO. 05-10016.00.

GEOGRAPHIC COORDINATES LATITUDE 38:15:50.00 LONGITUDE 85:46:26.00

ADT

**COMPLETION DATE(S):**

COMPLETED BY 06/01/2027

APPLIES TO ENTIRE CONTRACT (SEE SPECIAL NOTES)

## **CONTRACT NOTES**

### **INSURANCE**

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

### **PROPOSAL ADDENDA**

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

### **BID SUBMITTAL**

Bidder must use the Department's electronic bidding software. The Bidder must download the bid file located on the Bid Express website ([www.bidx.com](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 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/construction-procurement](http://www.transportation.ky.gov/construction-procurement)). The answers provided shall be considered part of this Special Note and, in case of a discrepancy, will govern over all other bidding documents.

**HARDWOOD REMOVAL RESTRICTIONS**

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

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

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

**ACCESS TO RECORDS**

The state agency certifies that it is in compliance with the provisions of KRS 45A.150, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the

Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

### **BOYCOTT PROVISIONS**

If applicable, the contractor represents that, pursuant to [KRS 45A.607](#), they are not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade.

**Note:** The term Boycott does not include actions taken for bona fide business or economic reasons, or actions specifically required by federal or state law.

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

### **LOBBYING PROHIBITIONS**

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

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

Revised: 1/1/2025

## **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 at least the percent of the contract as set forth above as goals for this contract.

### **OBLIGATION OF CONTRACTORS**

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

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

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

### **CERTIFICATION OF CONTRACT GOAL**

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

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

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

### **DBE PARTICIPATION PLAN**

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

The DBE Participation Plan shall include the following:

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

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

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

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

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

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

**CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS**

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

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

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

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

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

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

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

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

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

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

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

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

### **PROMPT PAYMENT**

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

## **CONTRACTOR REPORTING**

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

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

### **\*\*\*\*\* IMPORTANT \*\*\*\*\***

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

Office for Civil Rights and Small Business Development  
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. Tony Yousseff. Mr. Yousseff's current contact information is email address – [tyousseffi@ky.gov](mailto:tyousseffi@ky.gov) and the telephone number is (502) 564-3601.

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

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

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

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

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

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

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

SECTION 7 is expanded by the following new Article:

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

Pursuant to Title 46CFR Part 381, the Contractor agrees

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

**SPECIAL NOTES  
DISTRICT NO. 5  
JEFFERSON COUNTY  
BRIDGE STEEL REPAIRS & MISC. REPAIRS  
BRX 0649(011) SYP ITEM 5-10016.00  
CID 262942**

**FD52 056 0064 003-005**

Jefferson County ~ I-64 EB and WB for the following bridges:

3 <sup>rd</sup> to Preston Street Bridge (056B00142N)	9 <sup>th</sup> Street Interchange – Ramp 1 (056B00300N)
7 <sup>th</sup> to 2 <sup>nd</sup> Street Bridge (056B00292N)	9 <sup>th</sup> Street Interchange – Ramp 2 (056B00301N)
13 <sup>th</sup> to 7 <sup>th</sup> Street Bridge (056B00293N)	9 <sup>th</sup> Street Interchange – Ramp 2A (056B000299N)
17 <sup>th</sup> to 13 <sup>th</sup> Street Bridge (056B00285N)	9 <sup>th</sup> Street Interchange – Ramp 3 (056B00302N)
NW Pkwy & 22 <sup>nd</sup> Street (056B00282N)	9 <sup>th</sup> Street Interchange – Ramp 4 (056B00298N)
K&I RR & 27 <sup>th</sup> Street (056B00283N)	
K&I RR Trestle (056B00284N)	

***General Geographic Coordinates***

Latitude: 38° 15' 50"

Longitude: -85° 46' 26"

**SPECIAL NOTES**

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

SPECIAL NOTE FOR TRAFFIC CONTROL ON BRIDGE REPAIR CONTRACTS

SPECIAL NOTE FOR CONCRETE PATCHING REPAIR

SPECIAL NOTE FOR CONCRETE COATING

SPECIAL NOTE FOR PORTABLE CHANGEABLE MESSAGE SIGNS

SPECIAL NOTE FOR PREVENTATIVE MAINTENANCE

SPECIAL NOTE FOR CLEAN AND PAINT STRUCTURAL STEEL REPAIRS

SPECIAL NOTE FOR EPOXY INJECTION CRACK REPAIR

SPECIAL NOTE FOR JACKING AND SUPPORTING BRIDGE SPAN

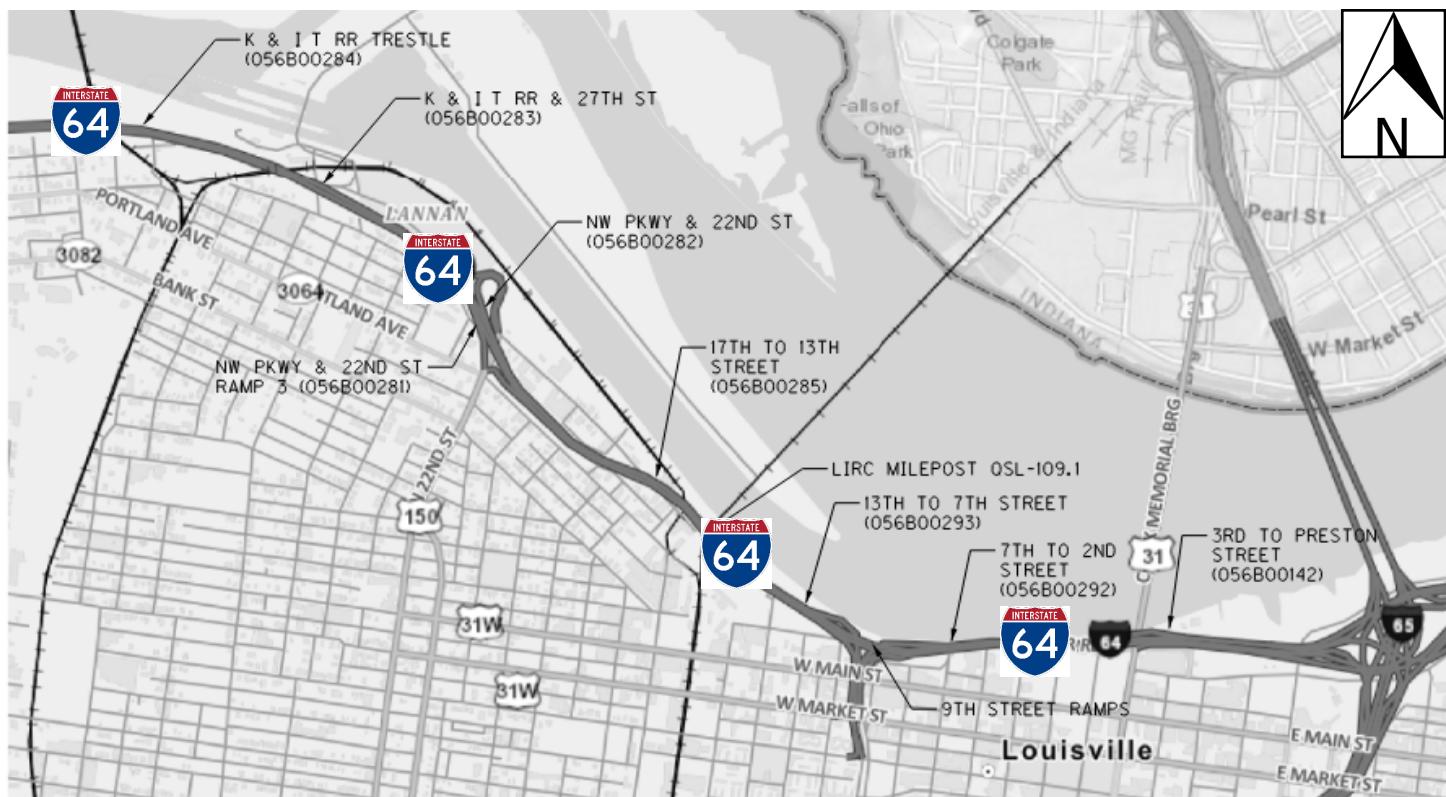
SPECIAL NOTE FOR PIN AND HANGER ASSEMBLY RETROFIT

SPECIAL NOTE FOR JOINT AND SEAL REPLACEMENT - LONGITUDINAL

SPECIAL NOTE FOR PORTABLE QUEUE WARNING ALERT SYSTEM

## PROJECT SITE MAP

### Riverside Expressway (I-64) Jefferson County Louisville, Kentucky



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

**I. COMPLETION DATE.** Upon Notice to Proceed, the Contractor has the option of selecting the Begin Work date. Once selected, notify the Department in writing of the date selected at least two weeks prior to beginning work and provide a proposed project schedule. All work is to be completed by the specified contract completion date of **June 1, 2027**. At a minimum, prior to reopening the lanes to traffic, all strength requirements and curing for materials used shall be completed per Division 600 of the Standard Specifications.

All work must be completed by the contract completion date. Railroad coordination and permitting are required for portions of the project. Any delay caused by the railroad utility on coordination and permitting cannot be used as grounds for delay on items of work outside of the Railroad right-of-way. The work on the Railroad right-of-way shall be considered an independent work item from work outside of Railroad right-of-way. Any delays caused by the railroad will be considered a non-compensable delay in accordance with Standard Specification Section 105.13.03(E).

**II. LIQUIDATED DAMAGES.** Liquidated damages will be assessed to the Contractor in accordance with the Transportation Cabinet, Department of Highway's current Standard Specifications for Road and Bridge Construction, Section 112.03.15A, when the lane closures are used beyond the allotted number of calendar days. Liquidated Damages will be assessed per the Standard Specification Section 108.09 when the contract time extends beyond the contract date.

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

In addition to the project liquidated damages as specified in Section 108.09 of the Department of Highway's 2012 Standard Specifications for Road and Bridge Construction, if the Contractor fails to reopen lane closure(s) to traffic along I-64 by the deadlines specified in the Special Note for Traffic Control on Bridge Repair Contracts, the Contractor will be assessed penalties of \$1000.00 for the first half hour and \$2,500.00 for each additional hour that the lane closure is in effect.

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

### **TRAFFIC CONTROL GENERAL**

Except as provided herein, traffic shall be maintained in accordance with Kentucky Transportation Cabinet Department of Highways Standard Specifications for Road and Bridge Construction, Edition of 2019 (Standard Specifications), Section 112.

The Contractor shall follow the MOT scheme shown in the plan set or as described in this special note and/or develop their own maintenance of traffic (MOT) plan that conforms to this special note and is in accordance with the Manual for Uniform Traffic Control Devices (MUTCD). The MOT shall be approved by the Engineer prior to implementation. All lane closures must be approved by the Engineer at least 14 days prior to the closure.

Contrary to Standard Specifications, Section 106.01, traffic control devices used on this project may be new or used in like new condition, at the beginning of the work and maintained in like new condition until completion of the work. Traffic control devices shall remain the property of the Contractor when no longer needed.

The Contractor shall completely cover any signs, either existing, permanent, or temporary, which do not properly apply to the current traffic phasing and shall maintain the covering until the signs are applicable or removed.

In general, all traffic control devices shall be placed starting and proceeding in the direction of the flow of traffic and removed starting and proceeding in the direction opposite the flow of traffic.

The Engineer and the Contractor, or their authorized representatives, shall review the signing plans before traffic is allowed to use any lane closures, crossovers, or detours. All signings shall be approved by the Engineer before work can be started by the Contractor.

If traffic should be stopped due to construction operations and an emergency vehicle on an official emergency run arrives at the scene, the Contractor shall make the provisions for passage of that vehicle as quickly as possible.

Reasonable means of ingress and egress shall be maintained to all properties within the project. Access to fire hydrants shall be maintained at all times.

The Contractor, in accordance with the Engineer, will notify affected property owners, including airspace lessees, a minimum of 48 hours prior to any work that may impact them. For example, parking lots and buildings adjacent to the project area. However, notification to Waterfront Park shall be made one week prior to beginning work.

The Contractor shall coordinate with TRIMARC during road / lane closures for the use of the existing variable message signs.

The background aerial on the MOT plan sheets may not reflect current pavement conditions.

## **COORDINATION OF WORK**

The Contractor is advised that other projects may be in progress within or in the near vicinity of this project. The traffic control of those projects may affect this project, and the traffic control of this project may affect those projects. The Contractor will coordinate the work on this project with the work of the other contractors. In case of conflict, the Engineer will determine the relative priority to give to work phasing on the various projects. See Section 105.06.

## **WATERFRONT PARK**

There are numerous events and activities that occur within Waterfront Park throughout the year. When such activities do occur, no work will be allowed to be performed during the event's time frame and any staging that may be required for the event. The Contractor shall remove all equipment, materials, etc. 24 hours prior to the event or staging beginning, as directed by the Engineer. Coordinate with the Engineer, Waterfront Park, Louisville Metro, and other affected groups accordingly.

## **PUBLIC INFORMATION PLAN (PIP)**

KYTC District 5 Public Information Officer (PIO) will inform the motoring public and area stakeholders of project information including maintenance of traffic. The District PIO will coordinate and disseminate to stakeholders and the media appropriate information regarding the construction per information provided by the Contractor. The Contractor shall coordinate with PIO as needed.

## **PROJECT TRAFFIC COORDINATOR**

Furnish a Project Traffic Coordinator (PTC) in accordance with Standard Specifications Section 112. The PTC shall inspect the project maintenance of traffic, a minimum of once per shift, 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.

## **CONTRACTOR VEHICLES**

The Contractor vehicles shall always move with and not against the flow of traffic. Vehicles shall enter and leave the work area in a manner which will not be hazardous to or interfere with normal traffic.

## **MOT RESTRICTIONS**

No lane closures shall be allowed on I-64 EB or I-64 WB at any time during the months of June and July 2026. Coordinate with the I-65 Central Corridor Project closure for exact dates

No lane closures shall be allowed during the following events, unless noted otherwise, or as directed by the Engineer:

- (a) Observance of any National Holidays identified in Section 101 of the Standard Specifications
- (b) KY Derby Festival Events
  - (April 18, 2026 at 5:00am through May 2, 2026 at 11:59pm)
  - (2027 dates to be determined by the Engineer)

## **TRAFFIC CONTROL AND DETOUR PLANS**

The Contractor shall prepare a traffic control plan for each phase of work and a signed detour route for ramp closures. The traffic control plan and any proposed detours will be delivered to the Engineer 7 days prior to the pre-construction meeting. The proposed detour route shall meet the following:

- (a) An alternate detour route may be submitted to the Engineer for written approval.
- (b) The contractor must coordinate with other projects along a detour route.
- (c) The contractor must coordinate detour and schedule with the Engineer.
- (d) Traffic control plans and any detours shall be in accordance with the KYTC Standard Drawings and MUTCD.

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

Limit the length of detours to only those needed for actual operations or as directed by the Engineer.

## **BARRICADES**

Place Type III Barricades for any road closure as noted in this Special Note or as may be required by the Standard Drawings or Manual of Uniform Traffic Control Devices, or as directed by the engineer.

## **TEMPORARY SIGNS**

The Contractor shall sign all closures in accordance with the MOT drawings, Standard Drawings and in accordance with the current edition of the MUTCD.

The Contractor is to install warning signs for wide loads in advance under the direction of the Engineer. Wide load detours will not be established on this project. Provide for passage of wide loads up to 16 feet. Wide loads may use a portion of the shoulder to allow for passage.

Additional traffic control signs in addition to normal lane closure signing detailed on plans and/or Standard Drawings may be required by the Engineer. Additional signs needed for lane closures may include, but are not limited to, dual mounted LEFT/RIGHT LANE CLOSED 1 MILE, LEFT/RIGHT LANE CLOSED 2 MILES, SLOWED/STOPPED TRAFFIC AHEAD. All installations shall be approved by the Engineer.

Contrary to section 112, individual signs will be measured only once for payment regardless of how many times they are set, reset, removed, and relocated during the duration of the project. Replacements for damaged signs or signs directed to be replaced by the Engineer due to poor legibility or reflectivity will not be measured for payment.

### **TRUCK MOUNTED ATTENUATORS**

Furnish and install MUTCD approved truck mounted attenuators (TMA) in advance of work areas when workers are present less than 12 feet from traffic. If there are less than 500 feet between work sites, only a single TMA will be required at a location directed by the Engineer. Locate the TMAs at the individual work sites and move them as the work zone moves within the project limits. All details of the TMA installations shall be approved by the Engineer. The Department WILL NOT take possession of the TMAs upon completion of the work.

### **PORATABLE CHANGEABLE MESSAGE SIGNS**

The contractor shall provide portable changeable message signs (PCMS) as indicated in this special note or as determined by the Engineer. PCMS shall always be in operation during working operations and for seven (7) days prior to closure. The message required to be provided shall be designated by the Engineer. In the event of damage or mechanical/electrical failure, the Contractor shall repair or replace the PCMS within 24 hours. PCMS will be paid once no matter how many times they are moved or relocated. The Department WILL NOT take possession of the PCMS upon completion of the work.

See the attached "SPECIAL NOTE FOR PORTABLE CHANGEABLE MESSAGE SIGNS".

### **ARROW PANELS**

Use arrow panels as shown on the Standard Drawings or as directed by the Engineer. Flashing arrows will be paid once, regardless of how many times they are moved or relocated. The Department WILL NOT take possession of the flashing arrows upon completion of the work.

### **LAW ENFORCEMENT OFFICER (LEO)**

Police support shall be a unit consisting of an off-duty police officer from any police force agency having lawful jurisdiction and police car equipped with mounted flashing blue lights. Officers may be asked to issue citations for traffic violations. The officers will be placed at the discretion of the Engineer. Police support will be measured on a per hour basis for each officer and each police vehicle.

## **LANE CLOSURE**

Contrary to section 112, lane closures will NOT be measured for payment and are considered incidental to "Maintain and Control Traffic".

## **PROJECT PHASING**

This project has set completion dates. See Special Note for Contract Completion and Liquidated Damages.

Lane closures are required for the project. Unless noted otherwise, the minimum lane width shall be 12 feet, but the passage of wide loads shall be made possible.

Lane closures are restricted to one location per direction at any given time. However, closures may occur concurrently in both the westbound and eastbound directions.

Night work is required on this project. The method of lighting must be submitted to and approved by the Engineer prior to use.

The following closure restrictions shall apply for this project, as directed by the Engineer.

### **DAILY CLOSURE:**

A daily closure shall be described as the period from 9:00 AM until 3:00 PM the same day.

### **WEEKNIGHT MOT I-64 CLOSURE:**

Allowable weeknight MOT setup shall be described as the period from 7:00 PM until 5:00 AM the following morning.

### **WEEKEND MOT I-64 CLOSURE:**

A weekend MOT setup shall be described as the 58-hour period from 7:00 PM Friday until 5:00 AM the following Monday morning. All work activities, including placement of concrete, must be completed within the first 48-hour period. Work activities not completed within the 48-hour period will be subject to penalties. The remaining 10-hour period will be dedicated to curing the concrete. The Contractor will not be penalized if the time to cure the concrete and reach minimum break strength (3,000 psi) exceeds the allotted 58 hours. The MOT setup will remain in place until the minimum break strength is achieved. Weekend closures are expected for the work at 22<sup>nd</sup> Street Pier R3 (Bridge 056B00281N – 22<sup>nd</sup> St Off Ramp), Pier 34W (Bridge 056B00293N – 7<sup>th</sup> to 13<sup>th</sup> Street), and at EB 101W (Bridge 056B00142N – Preston to 2<sup>nd</sup> Street), unless otherwise approved by the Engineer.

## **GENERAL PHASING FOR BRIDGE DECK DRAINAGE REPLACEMENT**

When a lane closure is necessary for work associated with the bridge deck drainage piping, it shall be performed as a daily closure only. Thus, this work is not considered a Long-Term Lane Closure as defined in Standard Specification 112.03.02 and in accordance with Standard Specification

112.04.17, the Department will consider these lane closures incidental to Maintain and Control Traffic.

For cleaning the existing deck scuppers, provide traffic control in accordance with Standard Drawing TTC-115-04. Also refer to MUTCD typical application number 33 for guidance. This work shall be performed as weeknight lane closures along I-64.

#### **BRIDGE 056B00284N (NS RR, 33<sup>rd</sup> Street)**

The Contractor shall coordinate with Norfolk Southern for any work that needs to be performed within their right-of-way. The Contractor shall include all costs associated with coordinating, flagging, etc. in the lump sum bid item "Railroad Coordination".

#### **BRIDGE 056B00283N (NS RR, 27<sup>th</sup> Street)**

The Contractor shall coordinate with Norfolk Southern for any work that needs to be performed within their right-of-way. The Contractor shall include all costs associated with coordinating, flagging, etc. in the lump sum bid item "Railroad Coordination".

For work near North 27th Street, provide traffic control and flagger in accordance with Standard Drawing TTC-100-05. Also refer to MUTCD typical application number 10 for guidance. For sidewalk closure, refer to MUTCD application number 28.

#### **BRIDGES 056B00282N (22<sup>nd</sup> St Mainline) AND 056B00281N (22<sup>nd</sup> St Off Ramp)**

For work along Northwestern Parkway, provide traffic control and flagger in accordance with Standard Drawing TTC-100-05. An eastbound shoulder closure may also be entertained by the Contractor for work adjacent to piers 2 and R2. Also refer to Standard Drawing TTC-135-03 and MUTCD typical application numbers 3 and 10 for guidance. For sidewalk closure, refer to MUTCD application number 28.

For work along 22<sup>nd</sup> Street, provide traffic control lane closures in accordance with Standard Drawings TTC-115-04 and MUTCD typical application numbers 23 and 30. At minimum, one-lane of traffic shall be maintained in each direction at all times. For sidewalk closure, refer to MUTCD application number 28. The phasing is noted as follows:

- Close the two inside lanes, northbound and southbound, while leaving the outside lanes open to traffic. For the I-64 westbound exit ramp, close inside lane prior to intersection with Northwestern Parkway. For northbound 22<sup>nd</sup> Street, close the inside lane beyond the I-64 eastbound entrance ramp. Remove existing piping that is located over these two inside lanes and noted as location 10 in the plans. Install new piping where removed.
- Close the northbound outside lane while leaving the southbound lanes open. For northbound 22<sup>nd</sup> Street, close the outside lane beyond the I-64 eastbound entrance ramp. Remove the remaining existing piping and replace it.
- Provide lane closures as needed to perform drainage system field testing.

### **BRIDGE 056B00285N (13<sup>th</sup> to 17<sup>th</sup> Street)**

The Contractor shall coordinate with Norfolk Southern and Louisville and Indiana Railroad for any work that needs to be performed within their right-of-way. The Contractor shall include all costs associated with coordinating, flagging, etc. in the lump sum bid item "Railroad Coordination".

For work near Northwestern Parkway, provide traffic control closures and flaggers in accordance with Standard Drawings TTC-100-05 and TTC-135-03. Also refer to MUTCD typical application numbers 3 and 10 for guidance. For sidewalk closure, refer to MUTCD application number 28.

### **BRIDGE 056B00293N (7<sup>th</sup> to 13<sup>th</sup> Street)**

The Contractor shall coordinate with impacted property owners, including airspace lessees, for work that is within existing parking lots under the bridge. The Contractor shall minimize work area in order to maintain a maximum number of parking spaces.

For work near the intersection of North 10th Street and Rowan Street, provide traffic control in accordance with Standard Drawings TTC-100-05 and TTC-135-03. Also refer to MUTCD typical application numbers 3 and 10 for guidance.

## **GENERAL PHASING FOR I-64 LONGITUDINAL SEAL REPLACEMENT (Bridge Numbers 056B00283N, 056B00285N, 056B00293N, 056B00292N, and 056B00142N)**

For the installation of the new longitudinal seal, lane closures shall be in accordance with Standard Drawing TTC-115-04. Also refer to MUTCD typical application number 33 for guidance. This work may be performed as a weeknight lane closures along I-64. Additional considerations are as follows:

### **BRIDGE 056B00283N (NS RR, 27<sup>th</sup> Street)**

The Contractor shall coordinate with Norfolk Southern for any work that needs to be performed over their right-of-way. The Contractor shall include all costs associated with coordinating, flagging, etc. in the lump sum bid item "Railroad Coordination".

### **BRIDGE 056B00285N (13<sup>th</sup> to 17<sup>th</sup> Street)**

The Contractor shall coordinate with Norfolk Southern and Louisville and Indiana Railroad for any work that needs to be performed over their right-of-way. The Contractor shall include all costs associated with coordinating, flagging, etc. in the lump sum bid item "Railroad Coordination".

### **BRIDGE 056B00142N (Preston to 2<sup>nd</sup> Street)**

The westbound I-64 inside lane next to the concrete barrier will be closed. Close the westbound I-64 inside lane prior to the southbound and northbound I-65 entrance ramps to the westbound I-64 gore. Southbound and northbound I-65 to westbound I-64 will become an added lane which will be the third lane from the outside shoulder.

## **GENERAL PHASING FOR I-64 TRANSVERSE STRIP SEAL GLAND REPLACEMENT (Bridge Numbers 056B00284N, 056B00283N, 056B00281N, 056B00282N, 056B00285N, 056B00293N, 056B00292N, and 056B00142N)**

For transverse strip seal gland replacement, lane closures shall be in accordance with Standard Drawings TTC-115-04 and TTC-125-04. Also refer to MUTCD typical application numbers 33 and 37 for guidance. See MUTCD Tables 6B-3 and 6B-4 for minimum merging and shifting tapers. This work shall be performed as a weeknight MOT I-64 closure only.

### **BRIDGE 056B00284N (NS RR, 33<sup>rd</sup> Street)**

For the eastbound I-64 strip seal gland replacement at end bent 1 and pier 3, reduce the number of lanes on eastbound I-64 mainline to a single lane providing a minimum 660-foot merging taper. Additional information is as follows:

- Close the westbound I-264 to eastbound I-64 ramp. Provide double lane closure on westbound I-264 prior to the Bank Street entrance ramp. Provide minimum 660-foot merging tapers.
- Close the westbound I-264 and Bank Street entrance ramp.
- Changeable message signs will be used for detour.
- Provide six (6) changeable message signs for notification of the closed westbound I-264 to eastbound I-64 ramp at the following locations:
  - Along westbound I-264 at approximately 0.1 and 0.5 miles prior to the River Park Drive exit ramp.
  - Just north of the Muhammad Ali Boulevard and 32<sup>nd</sup> Street intersection and before the entrance ramp to westbound I-264.
  - Along westbound I-264 at approximately 0.1 miles south of Bank Street.
  - Along Bank Street just west of I-264. Close the turn right only lane along Bank Street.
  - Along 37<sup>th</sup> Street just north of Bank Street.
- For maintaining the single lane of traffic on the eastbound I-64 outside lane:
  - Close the eastbound I-64 inside lane prior to the eastbound I-64 and westbound I-264 ramp to eastbound I-64 gore. Then provide a minimum 330-foot shifting taper beyond the gore and provide buffer prior to the strip seal gland.
- For maintaining the single lane of traffic on the eastbound I-64 inside lane:
  - Close the eastbound I-64 outside lane prior to the eastbound I-64 and westbound I-264 ramp to eastbound I-64 gore. Then provide a minimum 330-foot shifting taper beyond the gore and provide buffer prior to the strip seal gland.

For eastbound I-64 strip seal gland replacement at piers 7, 11, 14, 18, 22, 26, and end bent 2, reduce the number of lanes on eastbound I-64 mainline and the ramp from westbound I-264 to eastbound I-64 to a single lane for each roadway prior to the gore. Beyond the gore, merge the two lanes to a single lane prior to the strip seal gland replacement locations. Additional information is as follows:

- For maintaining the single lane of traffic on the eastbound I-64 outside lane:
  - Prior to the eastbound I-64 and westbound I-264 ramp to eastbound I-64 gore, provide the single lane of traffic on the I-64 outside lane.
  - Prior to the eastbound I-64 and westbound I-264 ramp to eastbound I-64 gore, provide the single lane of traffic on the westbound I-264 to eastbound I-64 ramp inside lane.
  - Beyond the eastbound I-64 and westbound I-264 ramp to eastbound I-64 gore, merge the inside lane to the outside lane with a minimum 660-foot merging taper and provide buffer prior to the strip seal gland locations.
- For maintaining the single lane of traffic on the eastbound I-64 inside lane:
  - Prior to the eastbound I-64 and westbound I-264 ramp to eastbound I-64 gore, provide the single lane of traffic on the I-64 inside lane.
  - Prior to the eastbound I-64 and westbound I-264 ramp to eastbound I-64 gore, provide the single lane of traffic on the westbound I-264 to eastbound I-64 ramp outside lane.
  - Beyond the eastbound I-64 and westbound I-264 ramp to eastbound I-64 gore, merge the outside lane to the inside lane with a minimum 660-foot merging taper and provide buffer prior to the strip seal gland locations.
  - The Contractor shall utilize the gore area as needed for the westbound I-264 to eastbound I-64 ramp movement to maximize the buffer.

For westbound I-64, reduce westbound I-64 to two lanes prior to the 22nd Street entrance ramp. Then provide merging taper to one lane beyond the entrance ramp and provide buffer prior to the strip seal gland locations. The Contractor shall provide minimum 660-foot merging tapers. For the entrance ramp, see MUTCD typical application number 44 for guidance.

#### **BRIDGE 056B00283N (NS RR, 27<sup>th</sup> Street)**

For eastbound I-64, The Contractor shall provide minimum 660-foot merging tapers and provide buffer prior to the strip seal gland replacement locations.

For westbound I-64, reduce westbound I-64 to one lane prior to the 22nd Street entrance ramp. The Contractor shall provide minimum 660-foot merging tapers and provide buffer prior to the strip seal gland replacement locations. For the 22nd Street exit and entrance ramps, see MUTCD typical application numbers 42 and 44, respectively, for guidance.

#### **BRIDGE 056B00281N (22<sup>nd</sup> St Off Ramp)**

For transverse strip seal gland replacement on Ramp A of Bridge #056B00281N over Northwestern Parkway at 22nd Street:

- Close the eastbound I-64 exit ramp to 22<sup>nd</sup> Street and provide a detour via 9th Street; then go south to W. Market Street; then go west to 22nd Street. Detour shall be in accordance with MUTCD typical application numbers 8, 9, 19 and 20.

- Provide portable changeable message signs approximately 0.1 and 0.7 miles prior to the 22<sup>nd</sup> Street eastbound exit ramp for notification of ramp closure and detour via 9th Street.

The Contractor shall perform the transverse strip seal gland replacement for eastbound bridge #056B00282N and Ramp A Bridge #056B00281N independently.

#### **BRIDGE 056B00282N (22<sup>nd</sup> St Mainline)**

For eastbound I-64, reduce eastbound I-64 to one lane prior to the 22nd Street exit ramp. The Contractor shall provide minimum 660-foot merging tapers. The 22nd Street exit ramp shall remain open and see MUTCD typical application number 42 for guidance.

The Contractor shall perform the transverse strip seal gland replacement for eastbound bridge #056B00282N and Ramp A Bridge #056B00281N independently.

For westbound I-64, reduce to one lane prior to the 22<sup>nd</sup> Street exit ramp. The Contractor shall provide a minimum of 660-foot merging tapers and provide a buffer prior to the strip seal gland replacement locations.

- When traffic is utilizing the westbound I-64 innermost lane:
  - The westbound I-64 to 22<sup>nd</sup> Street exit ramp shall be closed and provide detour via 9<sup>th</sup> Street; then south to W. Jefferson Street; then west to 22<sup>nd</sup> Street.
  - Detour shall be in accordance with MUTCD typical application numbers 8, 9, 19 and 20.
  - Provide three portable changeable message signs approximately 1.0 mile prior to the 9<sup>th</sup> Street westbound exit ramp for notification of the 22<sup>nd</sup> Street ramp closure and detour via 9<sup>th</sup> Street.
  - Portable changeable message signs shall be placed along both sides of mainline I-64 and in the gore of the southbound and northbound I-65 entrance ramps.
- When traffic is utilizing the westbound I-64 most outside lane:
  - The 22<sup>nd</sup> Street exit ramp shall be open.

#### **BRIDGE 056B00285N (13<sup>th</sup> to 17<sup>th</sup> Street)**

For eastbound I-64, reduce eastbound I-64 to one lane prior to the 22nd Street entrance ramp. The Contractor shall provide minimum 660-foot merging tapers and provide buffer prior to the strip seal gland replacement locations. For the 22nd Street exit and entrance ramps, see MUTCD typical application numbers 42 and 44, respectively, for guidance.

For westbound I-64, reduce westbound I-64 to one lane prior to the 9<sup>th</sup> Street entrance ramp. The Contractor shall provide minimum 660-foot merging tapers feet and provide buffer prior to the strip seal gland replacement locations. For the 9<sup>th</sup> Street exit and entrance ramps, see MUTCD typical application numbers 42 and 44, respectively, for guidance.

### **BRIDGE 056B00293N (7<sup>th</sup> to 13<sup>th</sup> Street)**

For eastbound I-64, reduce eastbound I-64 to one lane prior to the 9th Street exit ramp. The Contractor shall provide 660-foot minimum merging tapers and provide buffer prior to the strip seal gland replacement locations. Additional information is as follows:

- For transverse strip seal gland replacement at Piers 33EB and 36EB and when eastbound I-64 traffic is utilizing the most inside lane:
  - Close the eastbound 9<sup>th</sup> Street exit ramp and provide a detour via 22<sup>nd</sup> Street; then go south to West Market Street; then east to 9<sup>th</sup> Street.
  - Detour shall be in accordance with MUTCD typical application numbers 8, 9, 19 and 20.
  - Provide portable changeable message signs approximately 0.1 and 0.7 miles prior to the 22<sup>nd</sup> Street eastbound exit ramp for notification of ramp closure and detour via 22<sup>nd</sup> Street.
- For transverse strip seal gland replacement at Piers 48EB and 55EB and when eastbound I-64 traffic is using the eastbound I-64 most inside lane:
  - Close the westbound Main Street entrance ramp at 9<sup>th</sup> Street Interchange to eastbound I-64 and provide detour via Main Street to South 10<sup>th</sup> Street; then south to Market Street; then east to Preston Street; then south to the northbound I-65 entrance ramp at East Muhammad Ali Boulevard; then northbound on I-65 to the I-64 eastbound ramp.
  - Close the northbound 9<sup>th</sup> Street to eastbound I-64 entrance ramp at 9<sup>th</sup> Street Interchange and provide detour via Market Street; then east to Preston Street; then south to the northbound I-65 entrance ramp at East Muhammad Ali Boulevard; then northbound on I-65 to the I-64 eastbound ramp.
  - Detours shall be in accordance with MUTCD typical application numbers 8, 9, 19, and 20.
  - Provide a portable changeable message sign along Main Street near the entrance ramp and another along 9<sup>th</sup> Street between West Market Street and West Jefferson Street for notification of each ramp closure and detour.
- For transverse strip seal gland replacement at the other locations not indicated above and when eastbound I-64 traffic is utilizing the most inside lane:
  - The 9<sup>th</sup> Street entrance and exit ramps shall be open. See MUTCD typical application numbers 42 and 44, respectively, for guidance.
- When the eastbound I-64 traffic is utilizing the most outside lane:
  - The 9<sup>th</sup> Street entrance and exit ramps shall be open.

For westbound I-64, reduce westbound I-64 to one lane prior to the 9<sup>th</sup> Street exit ramp. The Contractor shall provide minimum merging tapers of 660 feet and provide buffer prior to the strip seal gland replacement locations.

- For transverse strip seal gland replacement at Pier 55WB and when westbound I-64 traffic is utilizing the westbound I-64 inside lane:
  - Close the westbound 9<sup>th</sup> Street exit ramp.
  - Provide a detour via 22<sup>nd</sup> Street; then south to West Jefferson Street; then east to South 9<sup>th</sup> Street.

- Provide three (3) portable changeable message signs approximately 1 mile prior to the 9<sup>th</sup> Street exit ramp for notification of the ramp closure and detour via 22<sup>nd</sup> Street. Portable changeable message signs shall be placed along both sides of mainline I-64 and on the northbound and southbound I-65 entrance ramp gore to westbound I-64.
- Provide an additional portable changeable message sign in the westbound I-64 and 9<sup>th</sup> Street exit ramp gore for notification of detour at 22<sup>nd</sup> Street.
- For transverse strip seal gland replacement at Piers 28WB and 31WB and when westbound I-64 traffic is utilizing the westbound I-64 inside lane:
  - Close the northbound 9<sup>th</sup> Street to westbound I-64 entrance ramp and provide a detour via West Jefferson Street westerly to Dr. W. J. Hodge Street; then north to North 22<sup>nd</sup> Street; then north to the westbound I-64 entrance ramp.
  - Provide two (2) portable changeable message signs. Place one along South 9<sup>th</sup> Street between West Jefferson Street and West Liberty Street and place the other one along West Jefferson Street between South 9<sup>th</sup> Street and South 8<sup>th</sup> Street for notification of the ramp closure and detour.
- For transverse strip seal gland replacement at the other locations not indicated above and when westbound I-64 traffic is utilizing the most inside lane:
  - The 9<sup>th</sup> Street entrance and exit ramps shall be open. See MUTCD typical application numbers 42 and 44 for guidance.
- When the westbound I-64 traffic is utilizing the most outside lane:
  - The 9<sup>th</sup> Street entrance and exit ramps shall be open.

#### **BRIDGE 056B00292N (2<sup>nd</sup> to 7<sup>th</sup> Street)**

For eastbound I-64, reduce eastbound I-64 to one lane prior to the 9th Street Interchange entrance ramp. The Contractor shall provide 660-foot minimum merging tapers of 660 feet and provide buffer prior to the strip seal gland replacement locations. For the 9th Street exit ramp, see MUTCD typical application number 42 for guidance. Additional information is as follows:

- For transverse strip seal gland replacement at Pier 58 and when westbound I-64 traffic is utilizing the most inside lane:
  - Close the westbound Main Street entrance ramp at 9<sup>th</sup> Street Interchange to eastbound I-64 and provide detour via Main Street to South 10<sup>th</sup> Street; then south to Market Street; then east to Preston Street; then south to the northbound I-65 entrance ramp at East Muhammad Ali Boulevard; then northbound on I-65 to the I-64 eastbound ramp.
  - Close the northbound 9<sup>th</sup> Street to eastbound I-64 entrance ramp at 9<sup>th</sup> Street Interchange and provide detour via Market Street; then east to Preston Street; then south to the northbound I-65 entrance ramp at East Muhammad Ali Boulevard; then northbound on I-65 to the I-64 eastbound ramp.
  - Detours shall be per MUTCD typical application numbers 8, 9, 19, and 20.
  - Provide a portable changeable message sign along Main Street near the entrance ramp and another along 9<sup>th</sup> Street between West Market Street and West Jefferson Street for notification of each ramp closure and detour.

- For transverse strip seal gland replacement at the other locations not indicated above and when eastbound I-64 traffic is utilizing the most inside lane:
  - The 9<sup>th</sup> Street entrance ramps shall be open. See MUTCD typical application number 44 for guidance.
- When the eastbound I-64 traffic is utilizing the most outside lane:
  - The 9<sup>th</sup> Street entrance ramps shall be open.

For westbound I-64, reduce westbound I-64 to one lane prior to the 3<sup>rd</sup> Street exit ramp. Additional information is as follows:

- For utilizing the westbound I-64 inside lane:
  - Prior to the westbound I-64 and the northbound and southbound I-65 ramp to westbound I-64 gore, close the two westbound I-64 outside lanes providing minimum 660-foot merging tapers. The single westbound I-64 lane will then merge with the lane from the southbound and northbound I-65 exit ramps via a minimum 540-foot merging taper. The westbound I-64 to 3<sup>rd</sup> Street exit ramp shall remain open and see MUTCD typical application number 42 for guidance.
  - The Contractor shall provide speed reduction signage for the 45-mph merging taper.
- For utilizing the westbound I-64 outside lane:
  - Prior to the westbound I-64 and the northbound and southbound I-65 ramp to westbound I-64 gore, close the westbound I-64 inside lane leaving two lanes open to traffic with the outermost lane being the exit only lane for 3<sup>rd</sup> Street. The northbound and southbound I-65 to westbound I-64 ramp lane will then merge with westbound I-64 mainline innermost lane prior to the 3<sup>rd</sup> Street exit ramp via a 540-foot merging taper. The 3<sup>rd</sup> Street exit shall remain open.
  - The Contractor shall provide speed reduction signage for the 45-mph merging taper.

#### **BRIDGE 056B00142N (Preston to 2<sup>nd</sup> Street)**

For eastbound I-64, reduce eastbound I-64 to two lanes prior to the 9<sup>th</sup> Street entrance ramp. Then provide merging taper to one lane beyond the 9<sup>th</sup> Street entrance ramp. The Contractor shall provide minimum 660-foot merging tapers and provide buffer prior to the strip seal gland replacement locations. Additional information is as follows:

For eastbound I-64:

- For transverse strip seal gland replacement at piers 124EB, 128EB and 131EB and end bent 101EB and when the eastbound I-64 traffic is utilizing the eastbound I-64 outside lane:
  - Close the I-64 exit ramps to northbound and southbound I-65 and provide detour via northbound I-71 to Zorn Avenue; then northbound on Zorn Avenue to the southbound I-71 entrance ramp; then southbound on I-71 to the northbound or southbound I-65 entrance ramps.

- Provide four (4) portable changeable message signs. Provide two that are approximately 0.7 and 1.4 miles prior to the 9<sup>th</sup> Street exit ramp, one in the eastbound I-64 and 9<sup>th</sup> Street exit ramp gore, and one in the eastbound I-64 and northbound and southbound exit ramps to I-65 gore for notification of the northbound and southbound I-65 ramp closures and detour via I-71 to Zorn Avenue.
- For transverse strip seal gland replacement at piers 124EB, 128EB and 131EB and end bent 101EB and when the eastbound I-64 traffic is utilizing the eastbound I-64 inside lane:
  - Provide access to eastbound I-64 and northbound and southbound I-65 exit ramps. Use the gore area as needed between the ramps and I-64 for maintaining traffic.
- For transverse strip seal gland replacement at the other locations not indicated above and when eastbound I-64 traffic is utilizing either the inside or outside lane:
  - The eastbound I-64 to northbound and southbound I-65 exit ramps shall be open. See MUTCD typical application number 42 for guidance.
- For transverse strip seal gland replacement of eastbound entrance ramp A (2<sup>nd</sup> Street on ramp) to eastbound I-64:
  - Close ramp A and provide detour via River Road to Bingham Way; then east on Witherspoon Street to North Preston Street; then south to northbound I-65 entrance ramp at East Muhammad Ali Boulevard.
  - Detour shall be in accordance with MUTCD typical application numbers 8, 9, 19 and 20.
  - Provide a portable changeable message sign near the entrance ramp and North 2<sup>nd</sup> Street providing notification of the ramp closure and detour.

For westbound I-64 and when traffic is being maintained on the outermost lane(s):

- For transverse strip seal gland replacement at piers 119, 123WB, 127WB, 130WB and end bent 101WB and when the westbound I-64 traffic is using the outermost lane:
  - Prior to the westbound I-64 and southbound and northbound I-65 entrance ramps gore, reduce westbound I-64 to one lane. The Contractor shall provide a minimum of 660-foot merging tapers.
  - Close the northbound and southbound I-65 exit ramps to westbound I-64 and provide detour via northbound I-71 to Zorn Avenue; north on Zorn Avenue to the southbound I-71 entrance ramp; then southbound on I-71.
  - For notification of the westbound I-64 ramp closures and detour via northbound I-71 to Zorn Avenue, provide portable changeable message signs at approximately 0.5 miles north of the southbound I-65 to westbound I-64 exit ramp and approximately 0.1 and 0.4 miles south of the northbound I-65 to westbound I-64 exit ramp. Locate the northbound I-65 changeable message signs within the gore areas.
- For transverse strip seal gland replacement at piers 112 and 115 and when the westbound I-64 traffic is using the two outermost lanes:

- Prior to the westbound I-64 and southbound and northbound I-65 entrance ramps gore, reduce westbound I-64 to two lanes. The Contractor shall provide a minimum 660-foot merging taper.
- Close the northbound and southbound I-65 exit ramps to westbound I-64 and provide detour via northbound I-71 to Zorn Avenue; north on Zorn Avenue to the southbound I-71 entrance ramp; then southbound on I-71.
- For notification of the westbound I-64 ramp closures and detour via northbound I-71 to Zorn Avenue, provide portable changeable message signs at approximately 0.5 miles north of the southbound I-65 to westbound I-64 exit ramp and approximately 0.1 and 0.4 miles south of the northbound I-65 to westbound I-64 exit ramp. Locate the northbound I-65 changeable message signs within the gore areas.
- For transverse strip seal gland replacement at pier 109 and when the westbound I-64 traffic is using the two outermost lanes:
  - Prior to the westbound I-64 and southbound and northbound I-65 entrance ramps gore, reduce westbound I-64 to one lane. The Contractor shall provide a minimum 660-foot merging taper.
  - The northbound and southbound I-65 exit ramps to westbound I-64 will be open. Provide a minimum 540-foot merging taper for traffic from I-65 merging with I-64 traffic and provide buffer prior to the strip seal gland replacement location.
  - The Contractor shall provide speed reduction signage for the 45-mph merging taper.

For westbound I-64 and when traffic is being maintained on the innermost lane:

- For transverse strip seal gland replacement at piers 119, 123WB, 127WB, 130WB and end bent 101WB and when the westbound I-64 traffic is utilizing the inside lane:
  - The northbound and southbound I-65 entrance ramps shall be open.
  - Prior to the westbound I-64 and the northbound and southbound I-65 ramp to westbound I-64 gore, close the two westbound I-64 outside lanes providing minimum 660-foot merging tapers. The single westbound I-64 lane will then merge with the lane from the southbound and northbound I-65 exit ramps via a minimum 540-foot merging taper and provide buffer prior to the strip seal gland replacement at pier 119.
  - The Contractor shall provide speed reduction signage for the 45-mph merging taper.
  - The 3<sup>rd</sup> Street exit will be open and see MUTCD typical application number 42 for guidance.
- For transverse strip seal gland replacement at piers 112 and 115 and when the westbound I-64 traffic is utilizing the inside lane:
  - The northbound and southbound I-65 entrance ramps shall be open.
  - Prior to the westbound I-64 and the northbound and southbound I-65 ramp to westbound I-64 gore, close the two westbound I-64 outside lanes providing minimum 660-foot merging tapers. The single westbound I-64 lane will then merge with the lane from the southbound and northbound I-

- 65 exit ramps via a minimum 540-foot merging taper and provide buffer prior to the strip seal gland replacement locations.
- The Contractor shall provide speed reduction signage for the 45-mph merging taper.
- The westbound I-64 to 3<sup>rd</sup> Street exit ramp shall be closed and provide a detour via 9<sup>th</sup> Street exit ramp; then southbound to West Liberty Street; then eastbound to South 3<sup>rd</sup> Street.
- Provide three portable changeable message signs approximately 0.4 miles prior to the 3<sup>rd</sup> Street westbound exit ramp for notification of the 3<sup>rd</sup> Street ramp closure and detour via 9<sup>th</sup> Street. Portable changeable message signs shall be placed along both sides of mainline I-64 and in the northbound and southbound I-65 entrance ramp gore to westbound I-64.
- For transverse strip seal gland replacement at pier 109 and when the westbound I-64 traffic is utilizing the inside lane:
  - The northbound and southbound I-65 entrance ramps shall be open.
  - Prior to the westbound I-64 and the northbound and southbound I-65 ramp to westbound I-64 gore, close the two westbound I-64 outside lanes providing minimum 660-foot merging tapers. The single westbound I-64 lane will then merge with the lane from the southbound and northbound I-65 exit ramps via a minimum 540-foot merging taper and provide buffer prior to the strip seal gland replacement locations.
  - The Contractor shall provide speed reduction signage for the 45-mph merging taper.
  - The westbound I-64 to 3<sup>rd</sup> Street exit ramp shall be open and see MUTCD typical application number 42 for guidance.

For transverse strip seal gland replacement of westbound I-64 exit ramp B to 3<sup>rd</sup> Street:

- Provide traffic control lane closure in accordance with Standard Drawing TTC-115-04. Also refer to MUTCD typical application number 33 for guidance.
- Close ramp B and provide a detour via 9<sup>th</sup> Street; south on 9<sup>th</sup> Street to West Liberty Street; then east back to 3<sup>rd</sup> Street.
- Detour shall be in accordance with MUTCD typical application numbers 8, 9, 19 and 20.
- Provide three portable changeable message signs approximately 0.5 miles prior to the 3<sup>rd</sup> Street westbound exit ramp for notification of the 3<sup>rd</sup> Street ramp closure and detour via 9<sup>th</sup> Street. Portable changeable message signs shall be placed along mainline I-64 and both ramps from I-65 to westbound I-64.

## GENERAL PHASING FOR I-64 MISCELLANEOUS REPAIRS

### BRIDGE 056B00281N (22<sup>nd</sup> St Off Ramp)

For concrete pedestals repair on pier R3, Contractor shall close the eastbound I-64 to 22nd Street exit ramp (Ramp A). This work shall be performed as weekend MOT I-64 closure only. Contractor shall provide shoulder closure, as needed, along Northwestern Parkway. Refer to MUTCD typical application number 3 for guidance.

- For the ramp closure, provide a detour via 9th Street; then go south to W. Market Street; then go west to 22nd Street. Detour shall be in accordance with MUTCD typical application numbers 8, 9, 19 and 20.
- Provide portable changeable message signs approximately 0.1 and 0.7 miles prior to the 22<sup>nd</sup> Street eastbound exit ramp for notification of ramp closure and detour via 9th Street.

#### **BRIDGE 056B00293N (7<sup>th</sup> to 13<sup>th</sup> Street)**

For work occurring at pier 34WB for the deck retrofit, see lane closure sheet. This work shall be performed as a weekend MOT I-64 closure only.

For the concrete patching of pier column R4-7, westbound I-64 exit ramp to 9<sup>th</sup> Street, the Contractor shall close the inside lane of westbound I-64 in accordance with Standard Drawing TTC-115-04. This work shall be performed as a weeknight MOT I-64 closure only.

#### **BRIDGE 056B00142N (Preston to 2<sup>nd</sup> Street)**

For the three miscellaneous repairs listed below, close the outside lane of River Road as indicated on the proposed lane closure sheet. Coordinate the work to minimize the duration of the lane closure on River Road.

For work occurring at End Bent 101W, see information below and proposed lane closure sheet. This work shall be performed as weekend MOT I-64 closure only.

- For concrete repair under the girder E bearing at end bent 101W, Contractor shall:
  - Close the westbound I-64 inside shoulder
  - Close the southbound I-65 to westbound I-64 exit ramp and provide detour via northbound I-71 to Zorn Avenue; north on Zorn Avenue to the southbound I-71 entrance ramp; then southbound on I-71 to I-64.
  - Detour shall be in accordance with MUTCD typical application numbers 8, 9, 19 and 20.
  - For notification of the westbound I-64 ramp closure and detour via northbound I-71 to Zorn Avenue, provide portable changeable message sign at approximately 0.5 miles north of the southbound I-65 to westbound I-64 exit ramp.
  - Shift traffic on the northbound I-65 to westbound I-64 ramp prior to end bent utilizing existing ramp inside shoulder.

For pin and hanger rehabilitation work occurring at Pier 131E, girder W, see information below and proposed lane closure sheet. This work shall be performed as a weeknight MOT I-64 closure only.

- Contractor shall:
  - Close the eastbound I-64 inside lane per and provide buffer prior to the work area in accordance with Standard Drawing TTC-115-04.

- Close the eastbound I-64 to southbound I-65 exit ramp and provide detour via northbound I-71 to Zorn Avenue; north on Zorn Avenue to the southbound I-71 entrance ramp; then southbound on I-71 to I-65.
- Detour shall be in accordance with MUTCD typical application numbers 8, 9, 19 and 20.
- Provide four (4) portable changeable message signs approximately 0.7 and 1.4 miles prior to the 9<sup>th</sup> Street exit ramp, one in the eastbound I-64 and 9<sup>th</sup> Street exit ramp gore, and one in the eastbound I-64 and northbound and southbound exit ramps to I-65 gore for notification of the northbound and southbound I-65 ramp closures and detour via I-71 to Zorn Avenue.

For pin and hanger rehabilitation work occurring at Pier 131E, girder P, see information below. This work shall be performed as a weeknight MOT I-64 closure only.

- Contractor shall:
  - Close the 2<sup>nd</sup> Street entrance ramp to eastbound I-64 and provide detour via River Road to Bingham Way; then east on Witherspoon Street to North Preston Street; then south to northbound I-65 entrance ramp at East Muhammad Ali Boulevard.
  - Detour shall be in accordance with MUTCD typical application numbers 8, 9, 19 and 20.
  - Provide a portable changeable message sign near the entrance ramp and North 2<sup>nd</sup> Street providing notification of the ramp closure and detour.

## **PIER COLUMN CONCRETE REPAIR**

For pier column concrete repair, provide lane closures as needed in accordance with Standard Drawing TTC-115-04. Also refer to MUTCD typical application number 33 for guidance.

## **PAYMENT**

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

1. Barricade-Type III – Each
2. Temporary Signs – SQFT
3. Maintain and Control Traffic – Lump Sum (Each Bridge)
4. Truck Mounted Attenuator – Each
5. Portable Changeable Message Sign – Each
6. Arrow Panel – Each
7. Law Enforcement Officer – Hour
8. Portable Queue Warning Alert System – Month
9. Conc. Barrier Wall Type 9T – LF
10. Crash Cushion Type VI - Each

All other items needed to maintain traffic in accordance with these contract documents and the approved traffic control plan shall be considered incidental to Maintain and Control Traffic.

## **SPECIAL NOTE FOR CONCRETE PATCHING REPAIR**

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

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

This work consists of: (1) Furnish all labor, materials, tools, and equipment; (2) Remove existing spalled/delaminated concrete; (3) Prepare the existing surface for concrete patching; (4) Place hook fasteners and welded wire fabric over surfaces to be repaired (where applicable); (5) Apply concrete patching as specified by this note and as shown on the attached detail drawings; (6) Finish and cure the new Concrete Patches; (7) Maintain & control traffic; and, (8) Any other work specified as part of this contract.

### **II. MATERIALS.**

- A. Class "AA" Concrete.** See Section 601.
- B. Aggregate.** See Section 601. Use appropriate aggregate size to meet the dimensional requirements of the patching location, as approved by the Engineer.
- C. Latex Modified Concrete.** See Section 606.
- D. Steel Reinforcement.** Use Grade 60. See Section 602
- E. Welded Steel Wire Fabric (WWF).** Conform to Section 811
- F. Hook Fasteners.** Use commercial grade galvanized hook fasteners. Minimum 3/16" diameter.
- G. Epoxy Bond Coat.** See Section 511.

### **III. CONSTRUCTION.**

- A. Concrete Removal and Preparation.** The Contractor, as directed by the Engineer shall locate and remove all loose, spalled, deteriorated and delaminated concrete. Sounding shall be used to locate delaminated areas. Care shall be exercised not to damage areas of sound concrete or reinforcing steel during concrete removal operations. Concrete removal shall be in accordance with a sequence approved by the Engineer.

Concrete removal shall be accomplished by chipping with hand picks, chisels or light duty pneumatic or electric chipping hammers (not to exceed 15 lbs.). Remove all deteriorated loose concrete a minimum depth of 3/4" behind bar, and at least 1/4" greater than the largest size of aggregate in the repair mix. Care shall be taken to not damage bond to adjacent non-exposed reinforcing steel during concrete

removal processes. Unless specifically *directed by the Engineer*, depth of removal shall not exceed 6 inches. The outer edges of all chipped areas shall be saw cut to a minimum depth of 1 inch to prevent featheredging unless otherwise approved by the Engineer.

The perimeter of all areas where concrete is removed shall be sawcut at a 90° angle.

After all deteriorated concrete has been removed; the repair surface to receive concrete patching shall be prepared by abrasive blast cleaning or water blast cleaning (greater than 5,000 psi). Abrasive blast cleaning shall remove all fractured surface concrete and all traces of any unsound material or contaminants such as oil, grease, dirt, slurry, or any materials which could interfere with the bond of freshly placed concrete. The abrasive blast cleaning shall produce a Concrete Surface Profile (CSP) of a 6 or greater as per the current guidelines established by the International Concrete Repair Institute (ICRI), Technical Guideline 310.2R-2013.

The Contractor shall dispose all removed material in an approved site.

**B. Steel Reinforcement.** All corroded reinforcing steel exposed during concrete removal shall have corrosion products removed by abrasive grit blasting or wire brush whichever is more appropriate. Furnish for replacement, as directed by the Engineer, additional linear feet of steel reinforcing bars  $\frac{1}{2}$ " diameter by 20-foot lengths. Place these bars in areas deemed by the Engineer to require additional reinforcement. Field cutting and bending is permitted. Deliver unused bars to the nearest County Maintenance Barn.

Reinforcing steel displaying deep pitting or loss of more than 20 percent of cross-sectional area shall be removed and replaced. Reinforcement shall be placed such that the minimum spacing around each bar is three times the maximum aggregate size to allow for proper encapsulation with concrete patching.

Intersecting reinforcing bars shall be tightly secured to each other using tie wire and adequately supported to minimize movement during concrete placement.

**C. Concrete Repairs.** Place and finish the new concrete for the patching area in accordance with the manufacturer's recommendations, as shown on the attached detail drawings, and as directed by the Engineer. The contractor must use a form-and-pour technique (hand application is not allowed). The Engineer shall approve the Contractor's method of placing and consolidating the concrete prior to the beginning of this operation.

The surface areas of existing concrete to come in contact with the new Class AA 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.

**D. Curing.** On completion of finishing operation, patching concrete shall immediately be prevented from drying out and cracking by fogging, wetting, and/or any appropriate method approved by the Engineer. Curing shall continue for the duration recommended by the product manufacturer and approved by the Engineer.

**H. Quality Control/Testing.** After completion of the curing, tensile bond testing shall be performed. The testing shall be in accordance with ICRI Technical Guideline 210.3R and ASTM C1583/C1583M. Up to one location per substructure unit and one location per span shall be performed, as directed by the Engineer. Repair of the test areas is to follow the guidance in this note. No additional payment will be made for testing or for the repair of testing locations.

Each Contractor submitting a bid for this work shall make a thorough inspection of the site prior to submitting his bid and shall thoroughly familiarize himself with existing conditions so that the work can be expeditiously performed after a contract is awarded. Submission of a bid will be considered evidence of this inspection having been made. Any claims resulting from site conditions will not be honored by the Department. Quantities given are approximate. The quantity for "Concrete Patching Repair" shall be bid with the contingency that quantities may be increased, decreased, or eliminated by the Engineer. Dispose of all removed material entirely away from the job site as approved by the Engineer. This work is incidental to the contract unit price for "Concrete Patching Repair".

#### **IV. MEASUREMENT**

**A. Concrete Patching Repair.** The Department will measure the quantity per square feet of each area restored. Double payment will not be made on both faces of corner repairs.

**B. Steel Reinforcement.** See Section 602. Steel reinforcement will not be measured for payment but shall be considered incidental to "Concrete Patching Repair".

#### **V. PAYMENT**

**A. Concrete Patching Repair.** Payment at the contract unit price per square feet is full compensation for the following: (1) Furnish all labor, materials, tools, equipment; (2) preparation of specified areas including removing and disposing of specified existing materials; (3) place, finish and cure new concrete patches; and (4) all incidentals 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 these notes and detail drawings.

## SPECIAL NOTE FOR CONCRETE COATING

### I. DESCRIPTION

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

This work consists of the following:

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

### II. MATERIALS

#### Concrete Coatings

See The Division of Material's list of approved materials for concrete coatings and Section 821.

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

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

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

### III. CONSTRUCTION

**A. Perform Concrete Repairs.** Repair concrete surface in accordance with the Special Note for Epoxy Injection Crack Repair and/or the Special Note for Concrete Patching Repair if included in the contract documents.

**B. Apply Ordinary Surface Finish.** In addition to new concrete, areas receiving epoxy injection, concrete patching, and other surface imperfections, including areas of minor cracking, should receive Ordinary Surface Finish in accordance with Section 601.03.18 of the Standard Specifications. Use mortar of the same cement and fine aggregate as the concrete patching, or as directed by the Engineer. Payment will be incidental to Concrete Sealing.

**C. Areas to Receive Concrete Coating:**

1. Substructure Units under open, closed, and/or sealed transverse deck joints:  
Every exposed surface above a point 6" below ground or fill line of abutments, wing walls, end bent and pier caps, pedestals, back walls, columns, and exposed footings.
2. Other areas of the bridge as specified in the drawings.

**D. Prepare Concrete Surfaces for Repair.** All areas specified shall be pressure washed. Equip the pressure washers with calibrated gages and pressure regulators to ascertain and regulate water pressure. All equipment for pressure washing shall be operated at a minimum pressure of up 3,500 to 4,500 psi with 0-degree spinner tip and/or fan tips as determined by the engineer at the working location with a minimum flow rate of 3.5 gal/minute provided that these pressures do not damage any components of the structure. Pressure and flow rates shall be reduced to a level satisfactory to the Engineer should any damage occur due to power washing procedures. The washing wand must be approximately perpendicular to the washed surface and within a maximum of 12 inches of the surface. Wand extensions greater than 36 inches will be subject to Division of Construction approval. Pressure washing of any bridge element will proceed from top of wash area to bottom of wash area. Perform all pressure washing at temperatures above 40 degrees Fahrenheit.

**E. Apply Concrete Coating.** All areas specified shall have concrete coating applied to as specified after debris removal and power washing. New concrete shall be allowed to properly cure in accordance with the manufacturer's recommendations prior to application. Use compressed air to remove any loose debris from the surfaces that are to be coated after power washing. All coatings shall be applied within manufacturers recommended dry film thickness range. Comply with KYTC "Standard Specifications for Road and Bridge Construction" Section 614.03.02 and coatings supplier recommended conditions for application. Allow the surfaces to be coated to dry a minimum of 24 hours before any coating is applied. The coating must be applied with 72 hours of pressure washing. The coating must be applied to a clean and dry surface. All coating application shall be executed using brushes, rollers, etc. No spray application will be permitted. The Department requires acceptance testing of samples obtained on a per-lot basis per-shipment. The Division of Materials shall perform acceptance testing. Test samples shall be taken at the Contractor's paint storage site. Department personnel shall perform sampling. Allow (10) working days for testing and approval of the sampled paint. It is the Contractor's responsibility to maintain an adequate inventory of approved paint. The Department shall assume no responsibility for lost work due to rejection of paint or approved paint subsequently found to be defective during the application process. Perform all concrete coating application at temperatures above 40 degrees Fahrenheit or in accordance with manufacturers specifications.

#### **IV. MEASUREMENT**

The Department will measure the quantity per square feet of each area coated. The Department will not measure preparation of the site for the Engineer's access or removal and reapplication of coatings that do not satisfy the Engineer's approval for payment and will consider them incidental to "Concrete Coating".

#### **V. PAYMENT.**

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

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
26232EC	Concrete Coating	SQ FT

The Department will consider payment as full compensation for all work required as described in this note.

## SPECIAL NOTE FOR PORTABLE CHANGEABLE MESSAGE SIGNS

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

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

### 2.0 MATERIALS.

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

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

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

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

- 9) Provide a sign case sealed against rain, snow, dust, insects, etc. The lens is UV stabilized clear plastic (polycarbonate, acrylic, or other approved material) angled to prevent glare.
- 10) Provide a flat black UV protected coating on the sign hardware, character PCB, and appropriate lens areas.
- 11) Provide a photocell control to provide automatic dimming.
- 12) Allow an on-off flashing sequence at an adjustable rate.
- 13) Provide a sight to aim the message.
- 14) Provide a LED display color of approximately 590 nm amber.
- 15) Provide a controller that is password protected.
- 16) Provide a security device that prevents unauthorized individuals from accessing the controller.
- 17) Provide the following 3-line messages preprogrammed and available for use when the sign unit begins operation:

/KEEP/RIGHT/⇒⇒⇒/	/MIN/SPEED/**MPH/
/KEEP/LEFT/⇐⇐⇐/	/ICY/BRIDGE/AHEAD/ /ONE
/LOOSE/GRAVEL/AHEAD/	LANE/BRIDGE/AHEAD/
/RD WORK/NEXT/**MILES/	/ROUGH/ROAD/AHEAD/
/TWO WAY/TRAFFIC/AHEAD/	/MERGING/TRAFFIC/AHEAD/
/PAINT/CREW/AHEAD/	/NEXT/***/MILES/
/REDUCE/SPEED/**MPH/	/HEAVY/TRAFFIC/AHEAD/
/BRIDGE/WORK/**0 FT/	/SPEED/LIMIT/**MPH/
/MAX/SPEED/**MPH/	/BUMP/AHEAD/
/SURVEY/PARTY/AHEAD/	/TWO/WAY/TRAFFIC/

\*Insert numerals as directed by the Engineer.

Add other messages during the project when required by the Engineer.

### 2.3 Power.

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

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

Maintain the sign in proper working order, including repair of any damage done by others, until completion of the project. When the sign becomes inoperative, immediately repair or replace

the sign. Repetitive problems with the same unit will be cause for rejection and replacement.

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

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

## SPECIAL NOTE FOR PREVENTIVE MAINTENANCE

### 1. DESCRIPTION.

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

### 2. MATERIALS.

#### A. Wash Water

Use clean potable water for all pressure washing.

#### B. Concrete Coatings

See The Division of Material's list of approved materials for concrete coatings and Section 821.

#### C. Rust Inhibitor

Use the follow rust inhibitor or approve equivalent:

Manufacture	Lubricant
Rhomar,	Black Max

#### D. Bearing Lubricant

Use one of the lubricants from the following manufactures:

Manufacture	Lubricant
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. Bridge Cleaning.

Remove all debris from the bridge components at End Bent 101W (B142), including the eight (8) bearings per the details on the attached detailed drawings. In addition, clean all deck drains, remove debris and any vegetation along the bridge decks for Preston to 2<sup>nd</sup> Street (B142), the 2<sup>nd</sup> to 7<sup>th</sup> Street Bridge (B292) and the 9<sup>th</sup> Street Interchange Ramps (B298, B299, B300, B301 and B302).

Equipment for removing debris 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 at a suitable off-site disposal facility.

Prior to all cleaning work, the Contractor shall confirm that any bridge drainage system is not blocked by un-removable debris. A blocked drainage system is considered to be one from which debris cannot be removed using the means specified in this note. If the Engineer has been notified and concurs that the drainage system is blocked prior to performing other cleaning work, then proceed at the direction of the engineer. If the Contractor does not inspect the bridge drainage system and notify the engineer prior to beginning work any

blocked drains will be considered to be the result of the Contractor's operations, and all clearing and cleaning of the drainage system shall be done as part of the work of the specification. All vegetation present at areas of the bridge that are to be addressed in this proposal shall be removed as determined by the Engineer.

**All cost to complete Debris Removal, Clean Deck Drains and Remove Vegetation shall as specified shall be included in the Lump Sum price for "Bridge Cleaning".**

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

Stratified and pack rust shall be removed from all bearing devices and specified limits of beams at End Bent 101W (B142), seven (7) bearings. All existing bearing lubrication shall be removed. See attached detailed drawings for each bridge showing location and quantity of the bearing devices. Hand tools including wire brushes, scrapers or impact devices (hand hammers or power chisels) are to be used for removing stratified and pack rust. All surfaces to have stratified and pack rust removed shall be cleaned to an SSPC SP-2 level. All debris collected shall be disposed of in a suitable off-site disposal facility. **All cost to complete Stratified and Pack Rust shall be considered incidental to the unit price bid for "Lubricate Bearing".**

**C. Pressure Washing.**

Pressure wash End Bent 101W (B142), including the seven (7) bearings and at Pier R3 (B281) cap and pedestals. 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. Preform all pressure washing at temperatures above 40 degrees Fahrenheit. **All cost to complete Pressure Washing as specified shall be included in the Lump Sum price for Lump Sum price for "Bridge Cleaning".**

**D. Concrete Coatings Application.**

Apply a concrete coating at End Bent 101W (B142) abutment and backwall, and at Pier R3 (B281) cap and pedestals. Specified bridge components shall have concrete coating applied to as specified after bridge cleaning. See attached detailed drawings for addressing the bridge components. Use compressed air to remove any loose debris from the surfaces that are to be coated after power washing. See concrete coating diagram. All coatings shall be applied within manufacturers recommended dry film thickness range. For recommended conditions for application, see Section 614.03.02 and coatings supplier specifications. Allow the surfaces to be coated to dry before any coating is applied. The coating must be applied to a clean and dry surface. All coating application shall be executed using brushes, rollers, etc. No spray application

will be permitted. The Department requires acceptance testing of samples obtained on a per-lot basis per-shipment. The Division of Materials will perform acceptance testing. See Section 821.04. The finish coat shall be Light Gray for Concrete. See Section 821.02. **All cost to complete Concrete Coating Application as specified shall be included in the Lump Sum price for "Concrete Coatings".**

**E. Rust Inhibitor Application.**

Apply a rust inhibitor at End Bent 101W (B142) after all stratified rust is removed from the member surface. The specified rust inhibitor shall be applied to the rusted areas of the structural steel within 4 feet of the joint or centerline of pier. This includes all primary steel members (beams, stringers, floor beams, diaphragms, etc.) in the specified limits. **All cost to complete Rust Inhibitor Application as specified shall be included in the unit price Each for "Bearing Lubrication".**

**F. Bearing Lubrication Application.**

Bearing devices shall be lubricated at End Bent 101W (B142), seven (7) bearings after all stratified rust and pack rust is removed and power washing is complete, bearing devices shall have lubricant applied to all surfaces of the bearing including bearing plates and points of movement. See attached detailed drawings for each bridge showing location and quantity of the bearing devices. Allow bearing devices to dry before lubricant is applied. Preform all bearing lubrication application at temperatures above 40 degrees Fahrenheit or in accordance with manufactures specifications. **All cost to complete Bearing Lubrication Application as specified shall be included in the unit price Each for "Lubricate Bearing"**

**G. Sequence of Work.**

Complete work in the sequence listed below:

1. Debris Removal
2. Stratified Rust Removal
3. Pressure Washing
4. Concrete Coating Application
5. Rust Inhibitor Application
6. Bearing Lubrication Application

**H. Inspection.**

The Cabinet will provide inspection for all items required in this contract. Visual inspection will be required upon completion of each work item for each structure component or at the discretion of the Engineer at any time. All visual inspection shall be performed within arm's length distance.

**1. Debris Removal:** Visual Inspection.

**2. Stratified Rust or Pack Rust Removal:** Visual Inspection and Scraper Test any surface cleaned to SSPC SP2 will be inspected by a dull scraper test to ascertain adherence of existing coating and a hammer test for tightness of pact rust.

**3. Pressure Washing:** Visual Inspection.

**4. Concrete Coating:**

Prime Coat Application Check for wet film thickness\*, and defects in the Paint.

Finish Coat Application Check for wet film thickness\*, paint appearance, color and quality of application.

5. **Rust Inhibitor Application:** Visual Inspection.
6. **Bearing Lubrication.** Visual Inspection.

**I. Verifying Field Conditions.**

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

**J. Residual Lead.**

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

**K. Damage to the structure.**

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

**4. MEASUREMENT.**

**A. Bridge Cleaning: At End Bent 101W (B142) and at Pier R3 (B281)**

**Remove debris, clean drains and vegetation from bridge decks: At bridges B142, B292, B298, B299, B300, B301, B302**

The Cabinet will measure this item by Lump Sum, completed and accepted.

**B. Concrete Coating: End Bent 101W (B142) and Pier R3 (B281)**

The Cabinet will measure this item by Square Foot, completed and accepted.

**C. Bearing Lubrication: End Bent 101W (B142)**

The Cabinet will measure this item by Each, completed and accepted.

**5. PAYMENT.**

**A. Bridge Cleaning (24981EC).**

Payment at the contract unit price for "Lump Sum" is full compensation for Debris Removal, Deck Drain Cleaning, Pressure Washing and all incidental items required to complete this with as specified in this note and attached detailed drawings.

**B. Concrete Coating (26232EC).**

Payment at the contract unit price for "Square Foot" is full compensation for applying the concrete coatings and all incidental items required to complete this work as specified in this note and attached detailed drawings.

**C. Bearing Lubrication (24983EC):** Payment at the contract unit price "Each" is full compensation for applying bearing lubrication and all incidental items required to complete this work as specified in this note and attached detailed drawings.

## SPECIAL NOTE FOR PAINTING STRUCTURAL STEEL REPAIRS

### 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. Clean and prime the existing structural steel in accordance with this note and the attached detail drawings.
4. Prepare and prime the new structural steel in accordance with this note and the attached detail drawings.
5. Apply the intermediate and finish paint coatings.
6. Any other work specified as part of this contract.

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

### II. MATERIALS

**A. Paint.** Conform to Section 607.

### III. CONSTRUCTION

**A. Clean and Prime existing structural steel.** All existing faying surfaces where new or existing steel is to be installed/reused shall be cleaned and receive the prime coat as specified in Section 607.03.23 of the Standard Specifications. Level of cleaning shall be to an **SSPC-SP 15** (Commercial Grade Power Tool Cleaning). All Power tools shall be equipped with vacuum shrouds and fitted with HEPA filters at their air exhausts. Maintain and operate all vacuum shrouded power tools to collect generated debris.

**B. Prepare and Prime new structural steel.** New structural steel shall receive shop surface preparation and shop applied prime coat in accordance with Section 607. Faying surfaces shall receive only the prime coat specified. Necessary touch up/repair of the shop applied prime coat on the new steel may be performed in the field.

**C. Structural Steel Finish Coats.** Field apply the intermediate and finish coatings. Finish coating to closely match existing color.

#### **IV. MEASUREMENT**

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

#### **V. PAYMENT**

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

## 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 manufacturer 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 Using Epoxy Mortar or Class M Concrete. 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>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
23744EC	Epoxy Injection Crack Repair	Linear Feet

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

## SPECIAL NOTE FOR JACKING AND SUPPORTING BRIDGE SPAN

**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 attached detail drawing(s). Section references are to the Standard Specifications.

This work consists of the following: (1) Furnish all labor, materials, tools, and equipment; (2) Submit for approval jacking plans, procedures, drawings, and details prepared by a Professional Engineer licensed to practice in the Commonwealth of Kentucky; (3) Jack the portion as shown on the detail drawings and provide temporary supports for the duration of the remaining work; (4) Remove jacking and temporary supports when no longer required; (5) Maintain and control traffic; and (6) Any other work specified as part of this contract.

## II. CONSTRUCTION.

**A. Working Drawings.** Prior to preparation of jacking plans and working drawings, verify conditions and dimensions in the field as necessary to perform the work. Submit jacking plans, working drawings and design calculations for the jacking and temporary supports for approval to the Engineer. Such plans, drawings, and design calculations shall be prepared, sealed, and signed by an engineer who is licensed to practice in the Commonwealth of Kentucky. The content, number of sets of drawings, design calculations and times for review for temporary supports shall conform to the requirements in the Standard Specifications for falsework working drawings.

The jacking plan is to provide for a jacking scheme that will limit the load in the jacks to specified loads plus or minus 5%. Jacks are to be sized to provide a safe working load of 200% of proposed jacking or working load listed. In addition to a minimum horizontal force of 2% of the dead load reaction of the structure, the jacking plan is to include provisions for resisting horizontal loads that may occur caused by the jacking operations and clearly show methods to resist those loads. The jacking plan is to take into consideration the longitudinal movement of the centerline of bearings as the superstructure is raised.

The jacking locations and loads, if shown on the detail drawings, may be revised by the contractor. If not shown on the detail drawings, the contractor shall select jacking locations and/or loads consistent with their proposed jacking plans and procedures. Show jacking loads and jack locations required by the jacking method on the jacking and supporting plan submitted for approval.

The contractor is permitted to temporarily remove existing bracing as necessary and to replace said bracing with contractor provided jacking frames, to install contractor provided jacking stiffeners, or otherwise modify the structure, as necessary to implement their jacking plan, with the written approval of the Engineer. If loads are transferred to or if the spans are supported at locations other than those already having appropriate stiffeners or as shown in the detail drawings, the contractor shall provide steel plate or angle jacking stiffeners designed by a

Professional Engineer which meets current AASHTO requirements for bearing stiffeners and which may remain in place at the conclusion of the construction. Jacking schemes which require modifications to the structure shall be considered permanent and shall remain in the structure unless otherwise shown in the contract documents or directed by the Engineer. All steel which will remain in the finished structure shall be painted in accordance with the Specifications and notes excepting that paint coats may be shop applied.

**B. Jacking and Temporary Support.** Perform the jacking operation in such a way that the vertical position of the members supported by the bearings will remain in approximately the same relative position throughout the jacking operation. A maximum of  $\frac{1}{4}$  inch relative difference in position is allowed in a lift between any of the jacks and between jacked and un-jacked girders.

The temporary support will need to support live load when installed ahead of the full weekend closure. Remove traffic on the portion of the structure being lifted during jacking operations unless otherwise approved by the Engineer. Provide a redundant system of supports during the entire jacking operation for backup should any of the jacks fail. The redundant system shall include stacks of steel plates or other steel sections added as necessary to maintain the redundant supports at each jack location within  $\frac{1}{4}$  inch of the jacking sill or corbels.

Equip each jack with either a pressure gauge or a load cell for determining the jacking force. Pressure gauges shall have an accurately reading dial at least 6" in diameter. Each jack shall be calibrated by a private laboratory within 6 months prior to use. Calibrate each jack and its gauge as a unit with the cylinder extension in the approximate position that it will be in at final jacking force and shall be accompanied by a certified calibration chart. Calibrate load cells and provide an indicator by which the jacking force is determined.

A force equal to the initial jacking load or the dead load shown on the plans shall be applied to the structure by the temporary support system and the force held until all initial compression and settlement of the system is complete. The structure shall then be lifted by the jacks to the final position and the force held until the temporary support system is installed and the system is stable, before remaining work at the location being supported is begun.

Jacking operations shall be carefully controlled and monitored to ensure that the jacking loads are applied in a manner to prevent distortion and excessive stresses that would damage the structure. The superstructure shall be jacked as necessary to maintain the total vertical displacements at control points to less than  $\frac{1}{4}$ " from the elevations recorded prior to jacking plus the desired jacking height as shown on the plans or as modified by the Engineer. For bearing replacements and when no other desired jacking height is shown in the plans, detail drawings, or notes, the superstructure shall be jacked only as necessary to facilitate removal and replacement of the bearings and in no case more than 1/4" if traffic is to remain on the structure during the work.

Should unanticipated displacements, cracking or other damage occur, the construction shall be discontinued until corrective measures satisfactory to the Engineer are performed. Damage to the structure as a result of the Contractor's operations shall be repaired by the Contractor at no expense to the Department.

Following completion of the reconstruction, the monitored control points shall not deviate from the vertical position by more than  $\frac{1}{4}$ " from the initial survey elevations or the elevations as modified by the Engineer or detail drawing(s).

**IV. MEASUREMENT.**

**A. Jacking and Supporting Bridge Span.** The Department will not measure the quantity. Any and all jacking operations required are to be included in the lump sum bid for "Jack and Support Bridge Span".

**V. PAYMENT.**

**A. Jacking and Supporting Bridge Span.** Payment at the contract lump sum price is for all labor, materials, manufactured assemblies, furnishing and operating jacks, plates, jacking stiffeners, jacking beams, painting, etc. and all incidental items necessary to complete the work for this bridge in accordance with this Note, the Standard Specifications, and as shown on the attached detail drawing(s) or as directed by the Engineer.

## **SPECIAL NOTE FOR PIN & HANGER ASSEMBLY RETROFIT**

### **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 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) Jack and temporarily support the girder(s) in accordance with the "Special Note for Jacking and Supporting Bridge Spans".
- (3) Remove Live Load in accordance with I-64 Lane Closures. See Maintenance of Traffic General Notes.
- (4) Remove the existing pin and hanger assembly as specified in this note and shown on the attached detail drawings.
- (5) Install new pin and hanger assembly as specified in this note and shown on the attached detail drawings.
- (6) Maintain and control traffic.
- (7) Any other work specified as part of this contract.

### **II. MATERIALS**

- A. Structural Steel.** Use new, commercial grade AASHTO M270 Grade 36 (ASTM A709 Grade 36) steel suitable for welding. See Section 812.
- B. Paint.** Match the color of the existing paint. All paint supplied must be in the current List of Approved Materials. See Section 821.

### **III. CONSTRUCTION**

- A. Existing Dimensions.** Field verify all dimensions prior to ordering any materials or performing any work.
- B. Jacking Plan.** Submit a Jacking Plan, stamped by a professional engineer licensed in the State of Kentucky, for review by the Engineer, prior to starting work. Shore the girder to allow for removal and installation of the new pin and hanger assembly. The total estimated jacking loads to be supported are as shown in the plans. Design the jacking system to support a minimum of 200% of these loads. See the Special Note for Jacking and Supporting Bridge Span for additional information.
- C. Remove Existing Materials.** Remove the existing pin and hanger assembly as shown on the attached detailed drawings.

- D. Install Pin & Hanger Assembly.** Remove and replace the north side hanger (Girder W) and south side hanger (Girder P) on Pier Girder 131E. Remove and replace the top and bottom pins; install recessed nuts with cotter pins on the pins.
- E. Mill Test Reports.** Furnish notarized test reports in triplicate to the Department showing that all the materials used for these repairs conform to the requirements of the Specifications.
- F. Damage to the Structure.** The Contractor shall bear full responsibility and expense for all damage to the structure, should such damage result from the Contractor's actions.
- G. Painting.** All new structural steel may be primed and painted in the shop and touched up in the field in accordance with Section 607.03.23 "Cleaning and Painting Structural Steel Bridges". 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.
- H. 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.
- I. 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 Engineer, and then only in the manner and at the locations designated in the authorization.

#### IV. MEASUREMENT

- A. Jack and Support Bridge Span.** See the Special Note for Jacking and Supporting Bridge Span
- B. Pin and Hanger Repair.** Measurement will be for the pin and hanger assembly at Pier Girder 131E shall be EACH.

#### V. PAYMENT

- A. Jack and Support Bridge Span.** See the Special Note for Jacking and Supporting Bridge Span .
- B. Pin and Hanger Retrofit.** Payment at the contract unit price is full compensation for removal and disposing of specified materials, furnishing and installing pin and hanger assembly, and all other materials, labor, equipment, tools, and incidentals necessary to complete the work as specified by this note.

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 – LONGITUDINAL

### 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, and the contract documents. Section references are to the standard specifications.

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

The work involves sealing the mainline I-64 longitudinal 1-inch joint between the westbound and eastbound bridge decks to mitigate the corroding of steel elements below caused by runoff of rain and snow melt/deicing salts.

Provide all materials, labor, equipment and incidentals necessary to the surface preparation and the installation of a structural sealing joint system comprised of a compression seal profile bonded in place with a strong epoxy adhesive in accordance with the details shown on the plans and the recommendations of the manufacturer.

### SUBMITTALS

Submit the following written items to the department for review and approval prior to beginning work:

1. Manufacturer product data and recommended details and sequence of work.
2. Manufacturer recommended surface preparation, adhesive application, and seal installation instruction specific to the work conditions.
3. Manufacturer certification that materials comply with specified requirements and are suitable for the intended application.

### MATERIALS

The following list of manufacturers are believed to be capable of supplying a durable watertight joint seal along with rotational movement resistance:

D.S.Brown, "J" series sealing joint system

Watson Bowman Acme Corp., Jeene "W" series sealing joint system

The joint sealing system shall be watertight. The epoxy to seal profile and joint wall must achieve complete adhesion to seal against the intrusion of runoff as well as resist rotational forces caused by differential joint wall deflection due to live load.

All materials used shall be guaranteed by the manufacturer to be suitable for use on concrete under severe exposure and water conditions. All sealing application shall be executed in accordance with the manufacturer recommendations.

### CONSTRUCTION

Perform surface preparation and apply joint seal only when weather conditions meet the manufacturer recommendations. Surfaces shall be clean, dry, and free of bond-inhibiting contaminants.

Apply adhesive to coat the joint seal ribbed area sidewalls and the joint sidewalls. The profile cross section shall exert a constant pressure to the joint sidewalls during installation to achieve complete adhesion of the epoxy to the profile and joint wall. Ensure the seal size can sustain constant pressure compatible with the adhesive cure time.

Minimize splice points by installing joint seals in longest possible continuous lengths.

### MEASUREMENT

The department will measure the quantity of longitudinal joint system horizontally along the centerline of the joint system of each segment between the outer limits indicated on the contract plans.

### PAYMENT

The accepted quantity of longitudinal joint system will be paid for at the contract unit price per linear foot. Payment will be made under the bid item "Joint Seal Replacement - Longitudinal". Payment will be full compensation for all work necessary to complete the work including furnishing and installing the structural sealing joint system, and all necessary miscellaneous patching.

## Special Note for Portable Queue Warning Alert System

### 1.0 Description

This item shall consist of furnishing, installing, relocating, operating, servicing, and removing various components of a portable, quickly deployable, real-time automated ITS queue warning alert system (PQWAS), in accordance with the standard specifications and this special provision. The Contractor shall also provide the maintenance of the complete system for the duration of the project or as directed by the Project Engineer. The Department is willing to look at different technologies (i.e. allow the use of crowd sourcing data to be used in lieu of the portable radar sensors). Any changes to the below requirements must be submitted and approved by the Engineer.

### 2.0 Materials

Materials shall be in accordance as follows:

All materials used shall meet the manufacturer's specifications and recommendations.

All PQWAS materials installed on the project shall be provided by the Contractor in excellent quality condition, shall be corrosion resistant and in strict accordance with all of the details shown within Contractor's Plans approved by KYTC. The Contractor shall maintain an adequate inventory of parts and replacement units to support maintenance and repair of the PQWAS. Pre-deployment is a condition of the system's acceptance and is based on the successful performance demonstration for a (5) day continuous period in accordance to this specification and as set forth in the plans. Ensure compliance to all FCC and Department specifications.

The Contractor shall maintain this system and shall be locally available to service and maintain system components, move portable devices as necessary and respond to emergency situations. The Contractor has oversight responsibility for directing placement of devices in the project area. The Contractor is to be accessible seven (7) days a week and twenty-four (24) hours a day while the system is deployed. The Contractor shall provide contact information for the system's coordinator and others responsible for maintenance of the system prior to installation of the system. Furnish a System Coordinator for monitoring the PQWAS throughout all periods of deployment.

#### A. General Capabilities and Performance Requirements

1. Overall PQWAS capabilities and performance requirements include the following:
  - a. Furnish a system capable of providing advance traffic information to motorists when there is a queueing of traffic due to congestion resulting from lane reductions, emergency events or other conditions. The condition-responsive notification to the motorist occurs with the use of Portable Changeable Message Signs (PCMS) in accordance to the below capabilities and performance requirements, activated through real-time traffic data collected downstream of the PCMS locations. This equipment must

be a packaged system, pre-programmed and operates as a stand-alone PQWAS meeting this specification. Conditions might exist that require relocation of the portable sensors at any given time, the sensors shall be portable and shall not require re-calibration in the field for fast deployments. Due to the potential need to replace damaged sensors or to change the position of one or more sensors at any given time, sensors must be interchangeable and relocatable by an unskilled laborer. The system must continue to function if as many as half the sensors fail to function.

- b. Provide a PQWAS that consists of the following field equipment: portable radar sensors and portable changeable message signs (PCMS). Provide a system capable of withstanding inclement weather conditions while continuing to provide adequate battery power. The portable radar sensor battery, in a stand-alone state and without a solar panel for recharging, shall be capable of keeping power and capable of sending data for (10) consecutive days or longer. The system shall notify drivers of real-time queue events via specifically placed PCMS units up stream of the work zone. All predetermined/preprogrammed messages are to be approved by KYTC. The number and location of portable radar sensors and PCMS units shall be as directed by the Project Engineer. The decision to deploy or relocate field equipment is made by the Project Engineer and instrumented through the System Coordinator. The decision for equipment removal is made by the Project Engineer after work is complete. The sensors and PCMS units shall be identifiable via global positioning system (GPS) and shall contain an accelerometer to detect and alert of unauthorized movement.
- c. The portable radar sensor shall be capable of collecting traffic speed data. The processed data is used to remotely control PCMS units to display user definable, Engineer approved and locally stored messages. The message trigger state thresholds for slow and stopped speeds shall be user configurable and revisable in less than {1} hour from the Project Engineer's request. Weekly Traffic Data Reports shall be presented to the Project Engineer and shall include speed data per sensor location, travel times, and queue lengths in graphical and numerical formats. In the event the Project Engineer requires a report, other than a weekly report, for any reason; then the Contractor shall provide report within (48) hours of request. Unlimited data reports shall be included within price of system. Sensors shall require no calibration adjustments in the field. Sensor should begin transmitting data within (30) seconds of being turned on. Satellite (SAT) communications will be required when cellular service does not provide continuous communications. Contractor shall identify the most trustworthy cellular provider within the project area.
- d. Data shall be accessible through a website and the Contractor shall provide a username and password for protection. The website shall be accessible seven (7) days a week and twenty - four (24) hours a day. The website shall provide historical & real-time data in graphical and numerical formats and shall have the capability of being integrated within the Department's Traffic Management Center (if requested). The website should be compatible to most hand held devices. Data shall be saved on the manufacturer's network for up to (5) years from the deployment date of system and shall be provided at the request

of the Department at any time within the (5) year window. The use of the website shall be included within the price of system.

- e. Warning Alerts: queue events, low battery voltage warnings, sensor movement alerts, high and low speed alerts shall be provided via cellular text messaging and/or via email messaging at the request of select Contractor personnel and KYTC officials.
- f. The PQWAS system shall have the capabilities to provide alternate route messaging on specifically placed portable changeable message units and/or fixed Variable Message Systems (VMS). The intent of this service is to provide alternate route messaging to motorists before entering the project limits from all directions and giving them appropriate time to adjust their routes. Alternative routes shall be predefined and approved by KYTC. Additional PCMS units may be required for alternate route messaging and will be as per Section 5.0 of this note. KYTC's Traffic Management Center will provide detour messages via fixed VMS units during the term of the project.

## **B. Portable Radar Sensor Capabilities and Performance Requirements**

The PQWAS shall include portable radar sensors (PRD) to monitor and detect queue events.

1. The Radar Sensor shall be FHWA accepted to meet NCHRP 350 test requirements
2. The Radar Sensor shall be locatable at all times via an internal Global Positioning System (GPS) and shall be capable of Cellular or SAT Communications.
3. The Radar Sensor shall have a dry-cell battery capable of powering the system for (10) consecutive days or longer
4. The Radar sensor shall be K-Band technology and have a line of sight up to 200 linear feet without obstruction
5. The Radar sensor shall have the ability to be charged in the field through adaptable solar recharging technology in the case the sensor is utilized for more than 10 consecutive days

## **C. PCMS Capabilities and Performance Requirements**

The PQWAS shall include portable changeable message signs (PCMS) designated to relay automated messaging of queue events, alternate route messages, and caution for the work area defined by the project limits. PCMS placements shall meet the requirements set forth by the Cabinet in each direction of the National Highway System (NHS).

1. The PCMS unit shall be a Full Matrix 24 rows x 50 columns and shall be capable of 1 line, 2 line or 3 line messages
2. The PCMS unit shall be legible from a distance over twelve hundred feet (1200')
3. The height and size of characters shall be 18" to 58"
4. The PCMS shall be capable of storing up to 199 pre-programmed messages and up to 199 user-defined messages
5. The PCMS shall have a weather tight control cabinet with back lit LCD handheld controller.
6. The PCMS shall utilize a hydraulic lift to raise the unit to display height
7. The PCMS unit shall include solar recharging ports to allow for recharging of the portable radar sensors when they are not deployed.
8. The PCMS shall be NTCIP compliant and shall have an active Modem with active cellular service.

9. The user shall have the ability to communicate and override the PCMS remotely in the event of an emergency, Amber Alert, etc.
10. The PCMS unit shall have a docking station to include safety rails that allow a commercial safety strap to tie down the portable radar sensors while in transport. The docking station shall hold-up to (4) sensors safely and securely at all times

### **3.0 Construction Requirements**

All communication costs include cellular telephone services, FCC licensing, wireless data networks, satellite and internet subscription charges, and battery charging and maintenance. Additional to these requirements, the Contractor shall assume all responsibility for any and all damaged equipment due to crashes, vandalism, and adverse weather that may occur during the contract period.

The PQWAS shall operate continuously (24 hours/ 7 Days) when deployed on the project. The system is in a constant "data collection" mode when deployed. The Contractor shall provide technical support for the PQWAS for all periods of operation.

In the event communication is lost with any component of the PQWAS, provide a means and staff to manually program a PCMS message. If communication is lost for more than 10 consecutive minutes, the system shall revert to a fail-safe ROADWORK/# MILES/AHEAD message displayed on the PCMS units until communication is restored.

System Operator, local control function and remote management operation must be password protected.

The PQWAS shall be capable of acquiring traffic information and selecting messages automatically without operator intervention after system utilization. The lag time between changes in threshold ranges and the posting of the appropriate PCMS message(s) shall be no greater than (60) seconds. The system operation and accuracy must not be appreciably degraded by inclement weather or degraded visibility conditions including precipitation, fog, darkness, excessive dust, and road debris.

The system shall be capable of storing ad-hoc messages created by the System Coordinator and logging this action when overriding any default or automatic advisory message.

The PQWAS communication system shall incorporate an error detection/correction mechanism to insure the integrity of all traffic conditions data and motorists information messages. Any required configuration of the PQWAS communication system shall be performed automatically during system initialization.

The system's acceptance is based on the successful performance demonstration of PQWAS for a (5) day continuous period in accordance to this specification and as set forth in the plans. Ensure compliance to all FCC and Department specifications.

**4.0 Equipment Maintenance.**

Maintain system components in good working condition at all times. Repair or replace damaged or malfunctioning components, at no cost to the Department, as soon as possible and within (12) hours of notification by the Engineer. Periodically clean PCMS units if necessary.

**5.0 Measurement.** The Department will measure each item below in Months. For partial months the Department will pay in 0.25 increments based on the number of calendar days in the below table.

Partial Month Payment Schedule

Days	Increment
0-7 days	0.25
8-14 days	0.50
15-21 days	0.75
22-31 days	1.00

**5.1 Portable Queue Warning Alert System** includes cellular (SAT communications will be required if cellular is not available), all supporting field equipment, website, and unlimited data reports accessible by the Engineer. It will be measured by the number of months authorized by the Engineer for use on the project.

**5.2 Queue Warning PCMS** will be measured by each individual unit multiplied by the number of months authorized by the Engineer for use on the project.

**5.3 Queue Warning Portable Radar Sensors** will be measured by each individual unit multiplied by the number of months authorized by the Engineer for use on the project. Queue Warning Portable Radar Sensors will not be measured for payment if the Contractor utilizes a system operating on crowd sourcing data. Crowd sourcing data systems will only be allowed as approved by the engineer and will be considered incidental to Portable Queue Warning Alert System.

**6.0 Payment.**

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
26136EC	Portable Queue Warning Alert System	Month
26137EC	Queue Warning PCMS	Month
26138EC	Queue Warning Portable Radar Sensors	Month

### 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 40601

Jim Gray  
SECRETARY

## Asbestos Inspection Survey

To: Donna Hardin

District: 5

Date: April 8, 2024

Conducted By: O'Dail Lawson

Report Prepared By: O'Dail Lawson

### Project and Structure Identification

Project Number: Jefferson 05-10016

Structure ID: 056Boo142N

Structure Location: I-64 over KY 3077 (River Road)

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

Inspection Date: April 9, 2024

### Results and Recommendations

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

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

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



## **MRS, INC.**

MRS, Inc. Analytical Laboratory Division

332 West Broadway / Suite # 902  
Louisville, Kentucky - 40202 - 2133

(502) 495-1212  
Fax: (502) 491-7111

## BULK SAMPLE ASBESTOS ANALYSIS

Analysis N #	# 3404092 B	Address: Jefferson County - 056B00142N
Client Name:	K Y T C	
Sampled By:	O'Dail Lawson	

Methodology : EPA Method 600/R-93-116

Date Analyzed : 9-Apr-24

Analyst : Winterford Mensah

Reviewed By:

Winterton Monday  
Signature

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

AIHA # 102459

AJHA #1 02459



## Chain of Custody Record

Kentucky Transportation Cabinet

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

O'Dail Lawson o'dail.lawson@ky.gov  
W4-06-06  
200 Mero Street  
Frankfort KY  
Fax: 502-564-5655

Client Information  
Area Square footage:

I-64 over 169 3077 (River Run)

Address:

200 Mero Street  
Frankfort KY

Phone:  
PO#:

Project ID

Jefferson 056300142 N

Samplers (signature):

Collected

Sample ID 142-1 Sample Description Soil samples

Date 4/19/24

Time 10:00

Analysis Requested Asbestos

Matrix Soil

Color Black

Cont. Type N/A

Preservative

Relinquished By:

Date/Time:

Received By: Jefferson Date/Time: 4/19/24

Date/Time:

Relinquished By:  
Received at Lab By:  
Date/Time:



Andy Beshear  
GOVERNOR

Jim Gray  
SECRETARY

## TRANSPORTATION CABINET

200 Mero Street  
Frankfort, Kentucky 406 01

### Asbestos Inspection Survey

To: Donna Hardin

District: 5

Date: April 25, 2024

Conducted By: O'Dail Lawson

Report Prepared By: O'Dail Lawson

#### Project and Structure Identification

Project Number: Jefferson 05-10016

Structure ID: 056B00281N

Structure Location: I-64 Ramp to US 150 over Northwestern Parkway

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

Inspection Date: April 16, 2024

#### Results and Recommendations

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

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

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



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## BULK SAMPLE ASBESTOS ANALYSIS

Analysis N# # 3404232 A Address: Jefferson County - 056B00281 N  
Client Name: K Y T C  
Sampled By: O'Dail Lawson

## Methodology : EPA Method 600/R-93-116

Date Analyzed : 23-Apr-24

Analyst : Winterford Mensah

Reviewed By:

Winterford Menay  
Signature

**Signature**

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

AIHA # 102459

AJHA #1 02459



## Chain of Custody Record

**Kentucky Transport**  
200 Mero Street, 4th Floor West  
Frankfort, Kentucky 40622  
(502) 564-7250 fax (502) 564-5655

Address: 200 Mero Street Frankfort KY	Phone: Fax: 502-564-5655	O'Dail Lawson o'dail.lawson@ky.gov Area Square footage: W4-06-06 200 Mero Street Frankfort KY						
Project ID <b>Jefferson 056R00281N</b>		N/A = Not Applicable  Samplers (signature): <i>Old farm</i>						
Sample ID <b>Q81-N</b>	Sample Description <b>Soil Compounds</b>	Collected Date <b>4/16/24</b>	Time <b>9:58</b>	Analysis Requested <b>Asbestos bulk</b>	Matrix <b>rubber</b>	Color <b>black</b>	Cont. Type <b>N/A</b>	Preservative
Relinquished By:  Received By: <u>Jefferson</u> Date/Time: <b>4/16/24</b> Relinquished By: _____ Date/Time: _____ Received at Lab By: _____ Date/Time: _____								

**ENVIRONMENTAL TRAINING CONCEPTS, INC**

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

Certification Number: ETC-AIR-031324-00278

**O'Dail Lawson**

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

**ASBESTOS INSPECTOR REFRESHER**

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

Conducted at: 1520 Alliant Ave., Louisville, KY

Name - Training Manager

Expiration Date: 03-13-2025

Name - Instructor



Andy Beshear  
GOVERNOR

Jim Gray  
SECRETARY

## TRANSPORTATION CABINET

200 Mero Street  
Frankfort, Kentucky 406 01

### Asbestos Inspection Survey

To: Donna Hardin

District: 5

Date: April 25, 2024

Conducted By: O'Dail Lawson

Report Prepared By: O'Dail Lawson

#### Project and Structure Identification

Project Number: Jefferson 05-10016

Structure ID: 056B00282N

Structure Location: I-64 over 22<sup>nd</sup> Street and Northwestern Pkwy

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

Inspection Date: April 16, 2024

#### Results and Recommendations

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

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

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



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Fax: (502) 491-7111

## BULK SAMPLE ASBESTOS ANALYSIS

Analysis N# # 3404232 B Address: Jefferson County - 056B00282 N  
Client Name: K Y T C  
Sampled By: O'Dail Lawson

## Methodology : EPA Method 600/R-93-116

Date Analyzed : 23-Apr-24

Analyst : Winterford Mensah

Reviewed By:

Winterford Menay  
Signature

**Signatu**

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AIHA # 102459

AJHA #1 02459



# Chain of Custody Record

**Kentucky Transportation Cabinet**  
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(502) 564-7250 fax (502) 564-5555

**ENVIRONMENTAL TRAINING CONCEPTS, INC**

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

Certification Number: ETC-AIR-031324-00278

**O'Dail Lawson**

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

**ASBESTOS INSPECTOR REFRESHER**

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

Conducted at: 1520 Alliant Ave., Louisville, KY

  
Name - Training Manager

  
Expiration Date: 03-13-2025

Name - Instructor



Andy Beshear  
GOVERNOR

Jim Gray  
SECRETARY

## TRANSPORTATION CABINET

200 Mero Street  
Frankfort, Kentucky 406 01

### Asbestos Inspection Survey

To: Donna Hardin

District: 5

Date: April 25, 2024

Conducted By: O'Dail Lawson

Report Prepared By: O'Dail Lawson

#### Project and Structure Identification

Project Number: Jefferson 05-10016

Structure ID: 056B00283N

Structure Location: I-64 over NS RR, 27<sup>th</sup> Street and Lannon

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

Inspection Date: April 16, 2024

#### Results and Recommendations

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

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

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



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## BULK SAMPLE ASBESTOS ANALYSIS

Analysis N# # 3404232 C Address: Jefferson County - 056B00283 N  
Client Name: K Y T C  
Sampled By: O'Dail Lawson

## Methodology : EPA Method 600/R-93-116

Date Analyzed : 23-Apr-24

Analyst : Winterford Mensah

Reviewed By:

Winterset Menzay  
Signature

**Signature**

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AIHA # 102459

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

**ENVIRONMENTAL TRAINING CONCEPTS, INC**

P.O Box 99603 Louisville, KY 40269  
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Certification Number: ETC-AIR-031324-00278

**O'Dail Lawson**

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

**ASBESTOS INSPECTOR REFRESHER**

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Conducted at: 1520 Alliant Ave., Louisville, KY

  
Name - Training Manager

  
Expiration Date: 03-13-2025

Name - Instructor



Andy Beshear  
GOVERNOR

Jim Gray  
SECRETARY

## TRANSPORTATION CABINET

200 Mero Street  
Frankfort, Kentucky 406 01

### Asbestos Inspection Survey

To: Donna Hardin

District: 5

Date: April 25, 2024

Conducted By: O'Dail Lawson

Report Prepared By: O'Dail Lawson

#### Project and Structure Identification

Project Number: Jefferson 05-10016

Structure ID: 056B00284N

Structure Location: I-64 over NS Railroad

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

Inspection Date: April 16, 2024

#### Results and Recommendations

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

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

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



# MRS, INC.

MRS, Inc. Analytical Laboratory Division

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Fax: (502) 491-7111

## BULK SAMPLE ASBESTOS ANALYSIS

Analysis N# # 3404232 D Address: Jefferson County - 056B00284 N  
Client Name: K Y T C  
Sampled By: O'Dail Lawson

## Methodology : EPA Method 600/R-93-116

Date Analyzed : 23-Apr-24

Analyst : Winterford Mensah

Reviewed By:

Wintoyard Menage  
Signature

**Signature**

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

AIHA # 102459

AJHA #1 02459



## Chain of Custody Record

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

**ENVIRONMENTAL TRAINING CONCEPTS, INC**

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

Certification Number: ETC-AIR-031324-00278

**O'Dail Lawson**

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

**ASBESTOS INSPECTOR REFRESHER**

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

Conducted at: 1520 Alliant Ave., Louisville, KY

  
Name - Training Manager

  
Expiration Date: 03-13-2025

Name - Instructor



Andy Beshear  
GOVERNOR

Jim Gray  
SECRETARY

## TRANSPORTATION CABINET

200 Mero Street  
Frankfort, Kentucky 406 01

### Asbestos Inspection Survey

To: Donna Hardin

District: 5

Date: April 11, 2024

Conducted By: O'Dail Lawson

Report Prepared By: O'Dail Lawson

#### Project and Structure Identification

Project Number: Jefferson 05-10016

Structure ID: 056B00285N

Structure Location: I-64 over L&I RR and Northwestern

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

Inspection Date: April 9, 2024

#### Results and Recommendations

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

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

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



## **MRS, INC.**

MRS, Inc. Analytical Laboratory Division

332 West Broadway / Suite # 902  
Louisville, Kentucky - 40202 - 2133

(502) 495-1212

Fax: (502) 491-7111

## BULK SAMPLE ASBESTOS ANALYSIS

Analysis N# # 3404092 C Address: Jefferson County - 056B00285N  
Client Name: K Y T C  
Sampled By: O'Dail Lawson

Methodology : EPA Method 600/R-93-116

Date Analyzed : 9-Apr-24

Analyst : Winterford Mensah

Reviewed By:

Winter and Menzies  
Signature

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

AIHA # 102459

AJHA #1 02459



# Chain of Custody Record

## Kentucky Transportation Cabinet

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

ODail Lawson  
W4-06-06  
200 Mero Street  
Address:

Phone: Frankfort KY Fax: 502-564-5655 N/A =

Project ID Jefferson 056300295N

Good  
Bye

21

1

111

1

3

1

1

## Client Information

Area Square footage:

KY TRANSPORTATION CABINET

I-64 over Lat RR & Mo

**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% or better on the entitled course.

## ASBESTOS INSPECTOR REFRESHER

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

Conducted at: 1520 Alliant Ave., Louisville, KY

Expiration Date: 03-22-2024

Name - Training Manager

Name - Instructor



Andy Beshear  
GOVERNOR

Jim Gray  
SECRETARY

## TRANSPORTATION CABINET

200 Mero Street  
Frankfort, Kentucky 406 01

### Asbestos Inspection Survey

To: Donna Hardin

District: 5

Date: April 11, 2024

Conducted By: O'Dail Lawson

Report Prepared By: O'Dail Lawson

#### Project and Structure Identification

Project Number: Jefferson 05-10016

Structure ID: 056B00292N

Structure Location: I-64 over KY 3077 & Belvedere

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

Inspection Date: April 9, 2024

#### Results and Recommendations

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

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

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MRS, Inc. Analytical Laboratory Division

332 West Broadway / Suite # 902  
Louisville, Kentucky - 40202 - 2133

(502) 495-1212  
Fax: (502) 491-7111

## BULK SAMPLE ASBESTOS ANALYSIS

Analysis N#	# 3404092 D	Address:	Jefferson County - 056B00292
Client Name:	K Y T C		
Sampled By:	O'Dail Lawson		

## Methodology : EPA Method 600/R-93-116

Date Analyzed : 9-Apr-24

Analyst : Winterford Mensah

Reviewed By:

## Winter and Menas

**Signature**

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AIHA # 102459

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

ODail Lawson o'dail.lawson@ky.gov  
W4-06-06  
200 Mero Street

Frankfort KY  
Fax: 502-564-5655

Phone:  
PO#:

Project ID Jefferson 05613 00 092

Samplers (signature): Deidra

Client Information  
Area Square footage:

J-64 over Ky 3077 @ Belvedere

N/A = Not Applicable

Sample ID 3822

Collected

Date 4/15/24

Time 9:51

Analysis Requested

Asbestos bullet

Matrix Rock

Color Grey

Cont. Type

N/A

Preservative

Relinquished By: <u>Matthew Koenig</u>	Date/Time: <u>4/10/24</u>
Received By: <u>Matthew Koenig</u>	Date/Time: <u>4/10/24</u>
Relinquished By: _____	Date/Time: _____
Received at Lab By: _____	Date/Time: _____

**ENVIRONMENTAL TRAINING CONCEPTS, INC**

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

Certification Number: ETC-AIR-032223-00200

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Conducted at: 1520 Alliant Ave., Louisville, KY

Expiration Date: 03-22-2024

Name - Training Manager

Name - Instructor



Andy Beshear  
GOVERNOR

Jim Gray  
SECRETARY

## TRANSPORTATION CABINET

200 Mero Street  
Frankfort, Kentucky 406 01

### Asbestos Inspection Survey

To: Donna Hardin

District: 5

Date: April 11, 2024

Conducted By: O'Dail Lawson

Report Prepared By: O'Dail Lawson

#### Project and Structure Identification

Project Number: Jefferson 05-10016

Structure ID: 056B00293N

Structure Location: I-64 over Parking Lots (7-13 Street)

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

Inspection Date: April 9, 2024

#### Results and Recommendations

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

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

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Louisville, Kentucky - 40202 - 2133

(502) 495-1212

Fax: (502) 491-7111

## BULK SAMPLE ASBESTOS ANALYSIS

Analysis N#	# 3404092 E	Address:	Jefferson County - 056B00293
Client Name:	K Y T C		
Sampled By:	O'Dail Lawson		

## Methodology : EPA Method 600/R-93-116

Date Analyzed : 9-Apr-24

Analyst : Winterford Mensah

Reviewed By:

Winter and Meroe  
Signature

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AIHA # 102459

AJHA #1 02459



# Chain of Custody Record

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Frankfort, Kentucky 40622  
(502) 564-7250 fax (502) 564-5655

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(502)640-2951

Certification Number: ETC-AIR-032223-00200

# O'Dail Lawson

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Conducted at: 1520 Alliant Ave., Louisville, KY

Expiration Date: 03-22-2024

Name - Training Manager

Name - Instructor



Andy Beshear  
GOVERNOR

Jim Gray  
SECRETARY

## TRANSPORTATION CABINET

200 Mero Street  
Frankfort, Kentucky 406 01

### Asbestos Inspection Survey

To: Donna Hardin

District: 5

Date: April 25, 2024

Conducted By: O'Dail Lawson

Report Prepared By: O'Dail Lawson

#### Project and Structure Identification

Project Number: Jefferson 05-10016

Structure ID: 056B00298N

Structure Location: I-64 Ramp to W Jefferson St over US31W, I-64 and Ramps

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

Inspection Date: April 16, 2024

#### Results and Recommendations

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

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

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



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MRS, Inc. Analytical Laboratory Division

332 West Broadway / Suite # 902  
Louisville, Kentucky - 40202 - 2133

(502) 495-1212

Fax: (502) 491-7111

## BULK SAMPLE ASBESTOS ANALYSIS

Analysis N# # 3404232 E Address: Jefferson County - 056B00298 N  
Client Name: K Y T C  
Sampled By: O'Dail Lawson

## Methodology : EPA Method 600/R-93-116

Date Analyzed : 23-Apr-24

Analyst : Winterford Mensah

Reviewed By:

Winterford Menay  
Signature

**Signatu**

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AIHA # 102459

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

Address: O'Dail Lawson [o'dail.lawson@ky.gov](mailto:o'dail.lawson@ky.gov)  
W4-06-06  
200 Main Street

**Client Information**  
Area Square footage:

T-64 Ramp to W Jefferson Street.

Phone: 502-564-5655  
Fax: 502-564-5655  
Frankfort KY

Fax: 502-564-5653 N/A = Not Applicable

• 100 •

Relinquished By:

Date/Tim

Received By: Christy M. Morris Date/Time: 4/16/24  
Relinquished By: Date/Time:

11/16/14  
Date/Time:

Received at Lab By

Date/Time:

**ENVIRONMENTAL TRAINING CONCEPTS, INC**

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

Certification Number: ETC-AIR-031324-00278

**O'Dail Lawson**

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

**ASBESTOS INSPECTOR REFRESHER**

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

Conducted at: 1520 Alliant Ave., Louisville, KY

  
Name - Training Manager

  
Expiration Date: 03-13-2025

Name - Instructor



Andy Beshear  
GOVERNOR

Jim Gray  
SECRETARY

## TRANSPORTATION CABINET

200 Mero Street  
Frankfort, Kentucky 406 01

### Asbestos Inspection Survey

To: Donna Hardin

District: 5

Date: April 25, 2024

Conducted By: O'Dail Lawson

Report Prepared By: O'Dail Lawson

#### Project and Structure Identification

Project Number: Jefferson 05-10016

Structure ID: 056B00299N

Structure Location: I-64 Ramp from US 31W over Trimarc and Parking

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

Inspection Date: April 16, 2024

#### Results and Recommendations

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

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

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Louisville, Kentucky - 40202 - 2133

(502) 495-1212

Fax: (502) 491-7111

## BULK SAMPLE ASBESTOS ANALYSIS

Analysis N# # 3404232 F Address: Jefferson County - 056B00299 N  
Client Name: K Y T C  
Sampled By: O'Dail Lawson

## Methodology : EPA Method 600/R-93-116

Date Analyzed : 23-Apr-24

Analyst : Winterford Mensah

Reviewed By:

Wintoyard Menage  
Signature

**Signature**

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AIHA # 102459

AJHA #1 02459



## Chain of Custody Record

## Kentucky Transportation Cabinet

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Frankfort, Kentucky 40622  
(502) 564-7250 fax (502) 564-5655

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(502)640-2951

Certification Number: ETC-AIR-031324-00278

**O'Dail Lawson**

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Conducted at: 1520 Alliant Ave., Louisville, KY

  
Name - Training Manager

  
Expiration Date: 03-13-2025

Name - Instructor



Andy Beshear  
GOVERNOR

Jim Gray  
SECRETARY

## TRANSPORTATION CABINET

200 Mero Street  
Frankfort, Kentucky 406 01

### Asbestos Inspection Survey

To: Donna Hardin

District: 5

Date: April 25, 2024

Conducted By: O'Dail Lawson

Report Prepared By: O'Dail Lawson

#### Project and Structure Identification

Project Number: Jefferson 05-10016

Structure ID: 056B00300N

Structure Location: I-64 Ramp from US 31W over I-64, Ramp 4 & US31W Westbound

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

Inspection Date: April 16, 2024

#### Results and Recommendations

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

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

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Fax: (502) 491-7111

## BULK SAMPLE ASBESTOS ANALYSIS

Analysis N# # 3404232 G Address: Jefferson County - 056B00300 N  
Client Name: K Y T C  
Sampled By: O'Dail Lawson

## Methodology : EPA Method 600/R-93-116

Date Analyzed : 23-Apr-24

Analyst : Winterford Mensah

Reviewed By:

Winterford Mercury  
Signature

Signature

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AIHA # 102459

AJHA #1 02459



## Chain of Custody Record

**Kentucky Transportation Cabinet**  
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Frankfort, Kentucky 40622  
(502) 564-7250 fax (502) 564-5655

**ENVIRONMENTAL TRAINING CONCEPTS, INC**

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

Certification Number: ETC-AIR-031324-00278

**O'Dail Lawson**

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

**ASBESTOS INSPECTOR REFRESHER**

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Conducted at: 1520 Alliant Ave., Louisville, KY

  
Name - Training Manager

  
Expiration Date: 03-13-2025

Name - Instructor



Andy Beshear  
GOVERNOR

Jim Gray  
SECRETARY

## TRANSPORTATION CABINET

200 Mero Street  
Frankfort, Kentucky 406 01

### Asbestos Inspection Survey

To: Donna Hardin

District: 5

Date: April 25, 2024

Conducted By: O'Dail Lawson

Report Prepared By: O'Dail Lawson

#### Project and Structure Identification

Project Number: Jefferson 05-10016

Structure ID: 056B00301N

Structure Location: I-64 Ramp from US 31W over 9<sup>th</sup> and Washington Street

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

Inspection Date: April 16, 2024

#### Results and Recommendations

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

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

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Fax: (502) 491-7111

## BULK SAMPLE ASBESTOS ANALYSIS

Analysis N# # 3404232 H Address: Jefferson County - 056B00301 N  
Client Name: K Y T C  
Sampled By: O'Dail Lawson

## Methodology : EPA Method 600/R-93-116

Date Analyzed : 23-Apr-24

Analyst : Winterford Mensah

Reviewed By:

Wintoyard Menage  
Signature

**Signature**

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AIHA # 102459

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## Chain of Custody Record

## Kentucky Transportation Cabinet

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(502)640-2951

Certification Number: ETC-AIR-031324-00278

**O'Dail Lawson**

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Conducted at: 1520 Alliant Ave., Louisville, KY

Name - Training Manager

Expiration Date: 03-13-2025

Name - Instructor



Andy Beshear  
GOVERNOR

Jim Gray  
SECRETARY

## TRANSPORTATION CABINET

200 Mero Street  
Frankfort, Kentucky 406 01

### Asbestos Inspection Survey

To: Donna Hardin

District: 5

Date: April 25, 2024

Conducted By: O'Dail Lawson

Report Prepared By: O'Dail Lawson

#### Project and Structure Identification

Project Number: Jefferson 05-10016

Structure ID: 056B00302N

Structure Location: I-64 Ramp to US 31w over US31w Westbound & I-64 Ramp 4

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

Inspection Date: April 16, 2024

#### Results and Recommendations

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

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

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Fax: (502) 491-7111

## BULK SAMPLE ASBESTOS ANALYSIS

Analysis N# # 3404232 I Address: Jefferson County - 056B00302 N  
Client Name: K Y T C  
Sampled By: O'Dail Lawson

## Methodology : EPA Method 600/R-93-116

Date Analyzed : 23-Apr-24

Analyst : Winterford Mensah

Reviewed By:

Wintoyard Menage  
Signature

**Signature**

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(502)640-2951

Certification Number: ETC-AIR-031324-00278

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Conducted at: 1520 Alliant Ave., Louisville, KY

Expiration Date: 03-13-2025

Name - Training Manager

Name - Instructor



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

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

**RIGHT OF WAY CERTIFICATION**

<input checked="" type="checkbox"/>	Original	<input type="checkbox"/>	Re-Certification	RIGHT OF WAY CERTIFICATION		
ITEM #		COUNTY		PROJECT # (STATE)	PROJECT # (FEDERAL)	
5-10016.00		Jefferson		FD52 056 0064 003-005	BRX 0649(011)	

**PROJECT DESCRIPTION**

ADDRESS DEFICIENCIES IN JEFFERSON COUNTY ON I-64, (THE RIVERSIDE EXPRESSWAY BRIDGES - Continued in comments

**No Additional Right of Way Required**

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

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

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

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

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

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

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

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

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

056B00142N, 056B00292N, 056B00293N, 056B00285N, 056B00298N, 056B00299N, 056B00300N, 056B00301N, 056B00302N) (2024CCR)

LPA RW Project Manager		Right of Way Supervisor	
Printed Name		Printed Name	
Signature		Signature	Tom Boykin <small>Digitally signed by Tom Boykin Date: 2025.08.18 12:11:33 -04'00'</small>
Date		Date	
Right of Way Director		FHWA	
Printed Name		Printed Name	
Signature	 Digitally signed by Kelly Divine Date: 2025.08.19 06:29:30 -05'00'	Signature	
Date		Date	

## UTILITIES AND RAIL CERTIFICATION NOTE

**Jefferson County**  
**Federal No. BRX 0649(011)**  
**State No. FD52 056 0064 003-005**  
**Miscellaneous Repairs**  
**ITEM NUMBER: 05-10016 Riverside Expressway**

### PROJECT NOTES ON UTILITIES

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

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

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

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

## UTILITIES AND RAIL CERTIFICATION NOTE

Jefferson County  
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State No. FD52 056 0064 003-005  
Miscellaneous Repairs

ITEM NUMBER: 05-10016 Riverside Expressway

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

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

**NOTE: DO NOT DISTURB THE UTILITY FACILITIES LOCATED WITHIN THE PROJECT DISTURB LIMITS**

### RAIL COMPANIES HAVE FACILITIES IN CONJUNCTION WITH THIS PROJECT AS NOTED

No Rail Involvement  Rail Involved  Rail Adjacent

See railroad coordination notes included in the Proposal.

## Utility Contacts

Louisville Gas and Electric  
Caroline Justice  
[Caroline.Justice@lge-ku.com](mailto:Caroline.Justice@lge-ku.com)  
(502) 627-3708

Louisville Water Company  
Pat Howard  
[phoward@louisvillewater.com](mailto:phoward@louisvillewater.com)  
(502) 213-2096

Metropolitan Sewer District  
Taylor Friesz  
[Taylor.Friesz@louisvillemasd.org](mailto:Taylor.Friesz@louisvillemasd.org)  
(502) 530-5192

## UTILITIES AND RAIL CERTIFICATION NOTE

Jefferson County  
Federal No. BRX 0649(011)  
State No. FD52 056 0064 003-005  
Miscellaneous Repairs  
ITEM NUMBER: 05-10016 Riverside Expressway

AT&T  
ROCHE, SCOTT  
[sr8832@att.com](mailto:sr8832@att.com)  
(502) 827-3708

Charter  
Michael (Ben) York  
[Michael.York@charter.com](mailto:Michael.York@charter.com)  
502.548.1632

KY Wired  
Erick Johnson  
[erick.johnson@ky.gov](mailto:erick.johnson@ky.gov)  
(502) 330-0679

Verizon MCI  
Jeff Tucker  
[jeffrey.tucker@verizon.com](mailto:jeffrey.tucker@verizon.com)  
Mobile (502) 830-1827

Uniti (formerly Windstream)  
James Galvin  
[James.Galvin@uniti.com](mailto:James.Galvin@uniti.com)  
(270) 748-9249

## Norfolk Southern Railway Company



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

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

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

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

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

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

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

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

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

#### **2. AUTHORIZATION TO PROCEED:**

A. The Contractor shall not commence mobilizing to the Premises, as defined in the Norfolk Southern Contractor Right of Entry Agreement, until the Contractor has complied with the following conditions:

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

## Norfolk Southern Railway Company



3. Held a preconstruction meeting between the Contractor, the Sponsor, Railroad Engineer and/or their Construction Engineering Representative and the Railroad Representative(s). NOTE: Railroad Representative(s) may choose to not attend the preconstruction meeting at their discretion.
4. Obtained Contractor Protective Services as required by Section 8 herein.
5. Furnished a schedule for all construction activities which may impact the Railroad's property or operations. NOTE: Contractor Protective Services shall be provided any time construction activities are taking place on or adjacent to the Railroad Property and/or has the potential to foul the Railroad's track or operations as required by Section 8 herein.
6. Schedule an onsite start-of-work meeting between the Contractor, Contractor Protective Services personnel, Railroad Engineer and/or their Construction Engineering Representative and the Railroad Representative(s). NOTE: Railroad Representative(s) may choose to not attend the start-of-work meeting at their discretion.
7. Obtained written authorization to proceed from the Railroad to begin mobilization to the Premises, as defined in the Norfolk Southern Contractor Right of Entry Agreement, such authorization to include an outline of specific conditions with which the Contractor must comply. Written Authorization will be issued by the Railroad once all items on the Norfolk Southern Checklist for Construction - Direct Hire have been completed.

- B. The Railroad's written authorization to proceed with the work shall include the names, addresses, and telephone numbers of the Railroad Representative(s) and any specific Construction Engineering Representative who shall be notified as hereinafter required. Where more than one representative is designated, the area of responsibility of each representative shall be specified.
- C. All project-related utility work that is to occur on, over, or under Railroad right-of-way must be coordinated with the Norfolk Southern Pipe and Wire Program. The Contractor must receive approval from the Norfolk Southern Pipe and Wire Program prior to commencing any utility work.

### 3. NOTICE OF STARTING WORK:

- A. Before undertaking any construction activities on the Premises, as defined in the Norfolk Southern Contractor Right of Entry Agreement, the Contractor shall:
  1. Notify the Railroad Representative(s) at least 72 hours in advance of any construction activities that Contractor Protective Services have been obtained for use.
  2. Hold an onsite start-of-work meeting between the Contractor, Contractor Protective Services personnel, Railroad Engineer and/or their Construction Engineering Representative and the Railroad Representative(s). NOTE: Railroad Representative(s) may choose to not attend the start of work meeting at their discretion.

## Norfolk Southern Railway Company



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

### 4. INTERFERENCE WITH RAILROAD OPERATIONS:

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

## Norfolk Southern Railway Company



### 5. TRACK CLEARANCES:

A. The minimum track clearances to be maintained by the Contractor during construction are shown on the Project Plans. If temporary clearances are not shown on the project plans, the following criteria shall govern the use of falsework and formwork above or adjacent to operated tracks.

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

### 6. CONSTRUCTION PROCEDURES:

#### A. General:

1. Construction work and operations by the Contractor on Railroad property shall be:
  - a. Subject to the inspection and approval of the Railroad Engineer or their designated Construction Engineering Representative.
  - b. In accordance with the Railroad's written outline of specific conditions.
  - c. In accordance with the Railroad's general rules, regulations and requirements including those relating to safety, fall protection and personal protective equipment.
  - d. In accordance with these Special Provisions.

#### 2. Submittal Requirements

- a. The Contractor shall submit all construction related correspondence and submittals electronically to the Railroad Engineer and/or their designated Construction Engineering Representative.
- b. The contractor should anticipate a minimum of 45 days for Railroad and their Construction Engineering Representative to complete the review of all construction submittals. Time frames for reviews can vary significantly depending on the complexity of the project and the quality of submittals. Submittals requiring input from other departments may require additional time.

Norfolk Southern Railway Company



**NORFOLK SOUTHERN RAILROAD**

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

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

## Norfolk Southern Railway Company



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

### B. Ballast Protection

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

### C. Excavation:

1. The subgrade of an operated track shall be maintained with edge of berm at least 10'-0" from centerline of track and not more than 24-inches below top of rail. Contractor will not be required to make existing section meet this specification if substandard, in which case the existing section will be maintained.
2. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Railroad right-of-way.

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

1. The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles or sheeting for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material.
2. The use of shoring systems utilizing tiebacks shall not be permitted without written approval from the Railroad Engineer.
3. Shoring systems utilizing trench boxes shall not be permitted within the Theoretical Railroad Embankment (Zones 1, 2, or 3) as shown on NS Typical Drawing No. 4 – Shoring Requirements without written approval from the Railroad Engineer.
4. All plans and calculations for shoring shall be prepared, signed, and sealed by a Registered Professional Engineer licensed in the state of the proposed project, in accordance with Norfolk Southern's Overhead Grade Separation Design Criteria, subsection H.1.6 - Construction Excavation (Refer to Norfolk Southern Public Improvement Projects Manual Appendix H). The Registered Professional Engineer will be responsible for the accuracy for all controlling dimensions as well as the selection of soil design values which will accurately reflect the actual field conditions.

## Norfolk Southern Railway Company



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

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

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

### F. Demolition Procedures

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

## Norfolk Southern Railway Company



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

### 2. Submittal Requirements

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

## Norfolk Southern Railway Company



(4) The Contractor shall provide a sketch of all rigging components from the crane's hook block to the object being hoisted. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been "built-in" to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The position of the rigging in the field shall not differ from what is shown on the final plan without prior review from the Sponsor and the Railroad.

(5) A complete demolition procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.

(6) Design and supporting calculations for the temporary support of components, including but not limited to the stability of the superstructure during the temporary condition, temporary girder tie-downs and falsework.

### 3. Overhead Demolition Debris Shield

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

## Norfolk Southern Railway Company



### 4. Vertical Demolition Debris Shield

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

### G. Erection & Hoisting Procedures

#### 1. General

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

#### 2. Submittal Requirements

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

Norfolk Southern Railway Company



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

H. Blasting:

1. The Contractor shall obtain advance approval of the Railroad Engineer and the Sponsor Engineer for use of explosives on or adjacent to Railroad property. The request for permission to use explosives shall include a detailed blasting plan. If permission for use of explosives is granted, the Contractor will be required to comply with additional provisions as designated by the Railroad Engineer.

I. Track Monitoring

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

## Norfolk Southern Railway Company



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

### J. Maintenance of Railroad Facilities:

1. The Contractor will be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from the Contractor's operations and provide and maintain any erosion control measures as required. The Contractor will promptly repair eroded areas within Railroad rights-of-way and repair any other damage to the property of the Railroad or its tenants.
2. If, in the course of construction, it may be necessary to block a ditch, pipe or other drainage facility, temporary pipes, ditches, or other drainage facilities shall be installed to maintain adequate drainage, as approved by the Railroad Engineer. Upon completion of the work, the temporary facilities shall be removed, and the permanent facilities restored.
3. All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.

### K. Storage of Materials and Equipment:

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

## Norfolk Southern Railway Company



### L. Cleanup:

1. Upon completion of the work, the Contractor shall remove from within the limits of the Railroad rights-of-way, all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of the Contractor, and leave said rights-of-way in a neat condition satisfactory to the Railroad Engineer or the Railroad Representative.

### 7. DAMAGES:

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

### 8. CONTRACTOR PROTECTIVE SERVICES:

#### A. Requirements:

1. Qualified protective services are those services of a contractor, directly hired by the Prime Contractor, that have been vetted through the Railroad and are allowed to be performed on Railroad property.
2. Contractor Protective Services shall be onsite anytime construction activities are taking place on or adjacent to the Railroad Property and/or have the potential to foul the Railroad's track or operations.
3. Contractor Protective Services shall be those services of a subcontractor to the Contractor who have the ability to fully protect the Contractor's workers and machinery once the qualified protective services contractor confirms the Contractor Protective Services are properly equipped and site specific trained by the Railroad Representative. Contractor Protective Services may act as an observer until such Contractor Protective Services are site specific trained by the Railroad Representative. The reference to an "observer" is defined as a person who has the authority to deny access to Contractor's workers and machinery to a specified Railroad operation zone as directed to the qualified protective services contractor by Railroad and prevent those potential to foul work events which may put the Contractor's workers and machinery at risk for injury or damage.
4. Contractor Protective Services will not be allowed on the property until all items on the Norfolk Southern Checklist for Construction- Direct Hire have been completed and the authorization to proceed is given by the Railroad Engineer.
5. Under the terms of the agreement between the Sponsor and the Railroad, the Railroad has sole authority to determine the need for any Railroad Protective Services required to protect its operations or work designated to be done by the Railroad through the force account estimate.

## Norfolk Southern Railway Company



### 9. HAUL ACROSS RAILROAD TRACK:

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

### 10. WORK FOR THE BENEFIT OF THE CONTRACTOR:

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

### 11. COOPERATION AND DELAYS:

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

### 12. TRAINMAN'S WALKWAYS:

- A. Along the outer side of each exterior track of multiple operated track, and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending to a line not less than 10 feet from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while Contractor Protective Service is provided shall be removed before the close of each workday. If there is any excavation near the walkway, a handrail, with 10'-0" minimum clearance from centerline of track, shall be placed and must conform to AREMA and/or FRA standards.

## Norfolk Southern Railway Company



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

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

### 14. GUIDELINES FOR EQUIPMENT ON RAILROAD RIGHT-OF-WAY:

- A. No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15' of centerline of track without specific permission from Railroad Representative and Contractor Protective Services personnel.
- B. No crane or boom equipment will be allowed to foul track or lift a load over the track without the authorization from the Contractor Protective Services personnel who are site specific trained and properly equipped.
- C. All employees will stay with their machines when crane or boom equipment is pointed toward track.
- D. All cranes and boom equipment under load will stop work while train is passing (including pile driving).
- E. Swinging loads must be secured to prevent movement while train is passing.
- F. No loads will be suspended above a moving train.
- G. No equipment will be allowed within 25' of centerline of track without specific authorization of the Railroad Representative and Contractor Protective Services personnel.

## Norfolk Southern Railway Company



- H. Trucks, tractors, or any equipment will not touch ballast line without specific permission from Railroad Representative and Contractor Protective Services personnel. At the beginning of each project that involves the Contractor working within 25' of the centerline of any track, orange construction fencing must be established. Orange construction fencing shall be established in accordance with the minimum temporary horizontal clearances contained in Section 5.A.2 and shall be maintained for the duration of construction.
- I. No equipment or load movement is permitted within 25' or above a standing train or Railroad equipment without specific authorization of the Contractor Protective Services personnel.
- J. All operating equipment within 25' of track must halt operations when a train is passing. All other operating equipment may be halted by the Contractor Protective Services personnel if said personnel views the operation to be dangerous to the passing train.
- K. All equipment, loads and cables are prohibited from touching rails.
- L. While clearing and grubbing, no vegetation will be removed from Railroad embankment with heavy equipment without specific permission from the Railroad Engineer, Railroad Representative and Contractor Protective Services personnel.
- M. No equipment or materials will be parked or stored on Railroad's property unless specific authorization is granted from the Railroad Engineer.
- N. All unattended equipment that is left parked on Railroad property shall be effectively immobilized so that it cannot be moved by unauthorized persons.
- O. All cranes and boom equipment will be turned away from track after each workday or whenever unattended by an operator.
- P. Prior to performing any crane operations, the Contractor shall establish a single point of contact for the Contractor Protective Services personnel to remain in communication with at all times. Contractor Protective Services personnel must also be in direct contact with the individual(s) directing the crane operation(s).

### 15. INSURANCE:

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

## Norfolk Southern Railway Company



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

## Norfolk Southern Railway Company



12. Anyone subcontractor providing work on this project must extend CG 20 38 (or broader coverage) additional Insured endorsement to provide coverage for up stream parties.

13. Contractor shall require all subcontractors who are not covered by the insurance carried by Contractor to obtain commercially reasonable insurance coverage, but not less than the requirements of 15.A.

B. In addition to the insurances required in Section 15.A, the Contractor shall also procure on behalf of the Railroad for the entirety of the project:

1. Railroad Protective Liability (RPL) Insurance having a combined single limit of not less than \$5,000,000 each occurrence and \$10,000,000 in the aggregate applying separately to each annual period. Said policy shall provide coverage for all loss, damage or expense arising from bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site.

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

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

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

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

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

## Norfolk Southern Railway Company



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

SPONSOR:

RAILROAD:

Risk Management

Norfolk Southern Corporation and its subsidiaries

650 West Peachtree Street NW – Box 46

Atlanta, GA 30308

[NSRISK3@NSCORP.COM](mailto:NSRISK3@NSCORP.COM)

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

## Norfolk Southern Railway Company



### E. Insurance Submission Procedures

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

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

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

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

### 16. FAILURE TO COMPLY:

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

### 17. PAYMENT FOR COST OF COMPLIANCE:

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

Norfolk Southern Railway Company



18. PROJECT INFORMATION

- A. Date:
- B. NS File No.:
- C. NS Milepost:
- D. Sponsor's Project No.

12/18/2025  
BR0015344  
269.7-W and OFF 270.2-W  
Item No. 05-10016.00



Kentucky Transportation Cabinet  
Division of Right of Way & Utilities

TC 69-008  
08/2010  
Page 1 of 2

## SUMMARY FOR KYTC PROJECTS THAT INVOLVE A RAILROAD

Date: 12/18/2025 (enter using M/d/yyyy format)

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

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

County:	<u>Jefferson</u>		
Federal Number:	<u>STP 3003 273</u>		
State Number:	<u>FD52 056 19461 01C</u>		
Route:	<u>I-64</u>		
Project Description:	<u>I-64 Riverside Expressway Bridges over Norfolk Southern</u>		
Item Number:	<u>05-10016.00</u>	Highway Milepost:	<u>0.000-3.32</u>

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

Rail Company Name:	<u>Norfolk Southern Railway, Inc</u>		
DOT# (if applicable):	<u>925387N</u>	Railroad Milepost:	<u>269.7-W and OFF 270.2-W</u>
Train Count (6am to 6pm):	<u>4</u>	Train Count (6pm to 6am):	<u>6</u>
Train Count (24 hr total): <u>10</u>			

**Maximum Train Speed:** 60 mph

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

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### INSURANCE REQUIREMENTS

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

- Named Insured: Norfolk Southern
- The project description should be as indicated in the General Road Project Information section.
- The designation of the jobsite is the route, Milepost, and AAR-DOT# listed above.

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### FLAGGING INFORMATION

**Flagging Estimate:** For Norfolk Southern bridges, Contractor will be responsible for procuring Protective Services and will be responsible for all associated costs. Please see Special Note for Railroad Flagging for more details.

**Hourly Rate:**

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

Work by a flagman in excess of 8 hours per day or 40 hours per week, but not more than 12 hours a day will result in overtime pay at 1½ times the appropriate rate. Work by a flagman in excess of 12 hours per day will result in overtime pay at 2 times the appropriate rate. If work is performed on a holiday, the flagging rate is 2 ½ times the normal rate.

**Forecasted Rate Increases:**

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

## **RAILROAD CONTACTS**

*(to be provided by Railroad Company)*

### **General Railroad Contact:**

Mr. EW Chambers

Norfolk Southern Corporation

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

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

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

To be provided after insurance is approved

### **Insurance contact:**

Risk Management

Norfolk Southern Railway Company

NSRisk3@Exchange.NSCorp.com

### **Railroad Designer Contact:**

Contractor or In-House Employee? In-House

Mr. EW Chambers

Norfolk Southern Corporation

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

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

### **Railroad Construction Contact:**

To be provided after insurance is approved

## **KENTUCKY TRANSPORTATION CABINET CONTACTS**

*(to be provided by KYTC)*

### **KYTC Railroad Coordinator:**

Allen Rust, PE

Div. of Right of Way & Utilities

Kentucky Transportation Cabinet

200 Mero Street, 5<sup>th</sup> Floor East

Frankfort, Kentucky 40622

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

**(Email)** allen.rust@ky.gov

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

Rachel Mills, Director

Div. of Construction Procurement

Kentucky Transportation Cabinet

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

Frankfort, Kentucky 40622

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

**(Email)** Rachel.Mills@ky.gov

### **KYTC Construction Director:**

Matt Simpson, Director

Div. of Construction

Kentucky Transportation Cabinet

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

Frankfort, Kentucky 40622

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

**(Email)** Matt.Simpson@ky.gov



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

## Special Note for Railroad Flagging

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

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

### RailPros (Irving, TX)

Field Support Team

877-315-0513 (option 1)

[NS.Info@railpros.com](mailto:NS.Info@railpros.com)

Adam Brown

334-530-2861

[Adam.brown@railpros.com](mailto:Adam.brown@railpros.com)

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

David N. Craft

Co-Owner & President

R&R Consulting TEAM, LLC.

PO Box 4739

Harrisburg, PA 17111

717-497-4373 (Cell)

775-521-2495 (E-Fax)

[Dcraft@rrconsultingteam.com](mailto:Dcraft@rrconsultingteam.com)

[www.rrconsultingteam.com](http://www.rrconsultingteam.com)

### North Carolina Railroad Company (Raleigh, NC)

General Inquires: [tpp@ncrr.com](mailto:tpp@ncrr.com)

John Gass | Senior Safety & Compliance Manager

[JGass@ncrr.com](mailto:JGass@ncrr.com); 864-504-0455

[https://www.ncrr.com/](http://https://www.ncrr.com/)

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

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

NORFOLK SOUTHERN  
CONTRACTOR RIGHT OF ENTRY AGREEMENT

WHEREAS, \_\_\_\_\_ ("Principal") has requested that Norfolk Southern Railway Company ("Company") permit Principal to be on or about Company's premises and/or facilities in the vicinity of Company milepost

(the "Premises") for the sole purpose of \_\_\_\_\_  
, on behalf of \_\_\_\_\_  
(the "Project Sponsor") during the period \_\_\_\_\_, 20\_\_\_\_, to \_\_\_\_\_, 20\_\_\_\_ (the "Right of Entry").

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

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

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

Principal agrees:

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

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

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

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

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

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

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

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

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

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

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

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

Name of Principal: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_, 20\_\_\_\_

NORFOLK SOUTHERN RAILWAY COMPANY

By \_\_\_\_\_

Print Name: \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_, 20\_\_\_\_

## Norfolk Southern Check List for Construction

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

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

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

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

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

Estimated Start Date for Construction

Estimated End Date for Construction

---

Signed by DOT Representative

Date

Signed by Contractor

Date

---

Signed by NS Representative

Date



Kentucky Transportation Cabinet  
Division of Right of Way & Utilities

TC 69-008  
Rev. 4-2020  
Page 1 of 2

## SUMMARY FOR KYTC PROJECTS THAT INVOLVE A RAILROAD

Date: 12/18/25

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

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

County:	Jefferson	Federal Number:	N/A
State Number:	FJ12 056 9504801C		
Route:	I-64		
Project Description:	ADDRESS DEFICIENCIES ON I-64 RIVERSIDE EXPRESSWAY BRIDGES		
Item Number:	5 - 10016.00	Highway Milepost:	

---

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

Rail Company Name:	Louisville and Indiana Railroad		
DOT# (if applicable):	Railroad Milepost: QSL 109.1		
Freight: Train Count (6am to 6pm): 5	Train Count (6pm to 6am): 5	Train Count (24 hr total): 10	Max Speed: 10 mph
Passenger: Train Cnt. (6am to 6pm): 0	Train Cnt. (6pm to 6am): 0	Train Cnt. (24 hr total): 0	Max Speed: N/A

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

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### INSURANCE REQUIREMENTS

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

- (a) Named Insured: Louisville and Indiana Railroad
- (b) The project description should be as indicated in the General Road Project Information section.
- (c) The designation of the jobsite is the route, Milepost, and AAR-DOT# listed above.

---

### FLAGGING INFORMATION

#### Flagging Description:

KYTC will be responsible for paying all flagging costs to LIRC. Contractor shall adhere to the Special Note for Railroad Flagging if applicable.

#### Hourly Rate:

\$1,452.00

per based on a 8hour day effective as of the date of this document.

*Work by a flagman in excess of 8 hours per day or 40 hours per week, but not more than 12 hours a day will result in overtime pay at 1 1/2 times the appropriate rate. Work by a flagman in excess of 12 hours per day will result in overtime pay at 2 times the appropriate rate. If work is performed on a holiday, the flagging rate is 2 1/2 times the normal rate.*

#### RAILROAD CONTACTS

*(to be provided by Railroad Company)*

##### **General Railroad Contact:**

Ryan Barbato  
Louisville & Indiana Railroad  
**(Phone)** 812-406-4585  
**(Email)** RBarbato@Anacostia.com

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

To be provided  
  
**(Phone)**  
**(Email)**

##### **Insurance contact:**

To be provided  
  
**(Phone)**  
**(Email)**

##### **Railroad Designer Contact:**

Contractor

Matt Donnelly  
Public Projects Manager  
Crouch Engineering  
**(Phone)** 615-932-8144  
**(Email)**  
MDonnelly@CrouchEngineering.com

##### **Railroad Construction Contact:**

Contractor

Chris Matheny  
Crouch Engineering  
  
**(Phone)**  
**(Email)**  
CMatheny@CrouchEngineering.com

#### KENTUCKY TRANSPORTATION CABINET

*(to be provided by KYTC)*

##### **KYTC Railroad Coordinator:**

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

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

Rachel Mills, Director  
Div. of Construction Procurement  
Kentucky Transportation Cabinet  
200 Mero Street, 3<sup>rd</sup> Floor West  
Frankfort, Kentucky 40622  
**(Phone)** 502-782-5152  
**(Email)** [Rachel.Mills@ky.gov](mailto:Rachel.Mills@ky.gov)

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

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



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

## LIRC SPECIAL PROVISIONS

### DEFINITIONS:

As used in these Special Provisions, all capitalized terms shall have the meanings ascribed to them by the Agreement, and the following terms shall have the meanings ascribed to them below:

“LIRC” shall mean Louisville and Indiana Railroad Company., its successors and assigns.

“LIRC Representative” shall mean the authorized representative of LIRC.

“Agreement” shall mean the Agreement to which this Exhibit C is made a part thereof and as may be amended from time to time.

“Agency” shall mean the Kentucky Transportation Cabinet (KYTC)

“Agency Representative” shall mean the authorized representative of KYTC

“Contractor” shall have the meaning ascribed to such term by the Agreement.

“Work” shall mean the Project as described in the Agreement.

### I. AUTHORITY OF LIRC ENGINEER

The LIRC Representative shall have final authority in all matters affecting the safe maintenance of LIRC operations and LIRC property, and his or her approval shall be obtained by the Agency or its Contractor for methods of construction to avoid interference with LIRC operations and LIRC property and all other matters contemplated by the Agreement and these Special Provisions.

### II. INTERFERENCE WITH LIRC OPERATIONS

- A. Agency or its Contractor shall arrange and conduct its work so that there will be no interference with LIRC operations, including train, signal, telephone and telegraphic services, or damage to LIRC’s property, or to poles, wires, and other facilities of tenants on LIRC’s Property or right-of-way. Agency or its Contractor shall store materials so as to prevent trespassers from causing damage to trains, or LIRC Property. Whenever Work is likely to affect the operations or safety of trains, the method of doing such Work shall first be submitted to the LIRC Representative for approval, but such approval shall not relieve Agency or its Contractor from liability in connection with such Work.
- B. If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or LIRC’s property, Agency or its Contractor shall make such provision. If the LIRC Representative

determines that such provision is insufficient, LIRC may, at the expense of Agency or its Contractor, require or provide such provision as may be deemed necessary, or cause the Work to cease immediately.

**III. NOTICE OF STARTING WORK.** Agency or its Contractor shall not commence any work on LIRC Property or rights-of-way until it has complied with the following conditions:

- A. Notify LIRC in writing of the date that it intends to commence Work on the Project. Such notice must be received by LIRC at least ten business days in advance of the date Agency or its Contractor proposes to begin Work on LIRC property. The notice must refer to this Agreement by date. If flagging service is required, such notice shall be submitted at least thirty (30) business days in advance of the date scheduled to commence the Work.
- B. Obtain authorization from the LIRC Representative to begin Work on LIRC property, such authorization to include an outline of specific conditions with which it must comply.
- C. Obtain from LIRC the names, addresses and telephone numbers of LIRC's personnel who must receive notice under provisions in the Agreement. Where more than one individual is designated, the area of responsibility of each shall be specified.

**IV. WORK FOR THE BENEFIT OF THE CONTRACTOR**

- A. No temporary or permanent changes to wire lines or other facilities (other than third party fiber optic cable transmission systems) on LIRC property that are considered necessary to the Work are anticipated or shown on the Plans. If any such changes are, or become, necessary in the opinion of LIRC or Agency, such changes will be covered by appropriate revisions to the Plans and by preparation of a force account estimate. Such force account estimate may be initiated by either LIRC or Agency, but must be approved by both LIRC and Agency. Agency or Contractor shall be responsible for arranging for the relocation of the third party fiber optic cable transmission systems, at no cost or expense to LIRC.
- B. Should Agency or Contractor desire any changes in addition to the above, then it shall make separate arrangements with LIRC for such changes to be accomplished at the Agency or Contractor's expense.

**V. HAUL ACROSS RAILROAD**

- A. If Agency or Contractor desires access across LIRC property or tracks at other than an existing and open public road crossing in or incident to construction of the

Project, the Agency or Contractor must first obtain the permission of LIRC and shall execute a license agreement or right of entry satisfactory to LIRC, wherein Agency or Contractor agrees to bear all costs and liabilities related to such access.

- B. Agency and Contractor shall not cross LIRC's property and tracks with vehicles or equipment of any kind or character, except at such crossing or crossings as may be permitted pursuant to this section.

## VI. COOPERATION AND DELAYS

- A. Agency or Contractor shall arrange a schedule with LIRC for accomplishing stage construction involving work by LIRC. In arranging its schedule, Agency or Contractor shall ascertain, from LIRC, the lead time required for assembling crews and materials and shall make due allowance therefore.
- B. Agency or Contractor may not charge any costs or submit any claims against LIRC for hindrance or delay caused by railroad traffic; work done by LIRC or other delay incident to or necessary for safe maintenance of railroad traffic; or for any delays due to compliance with these Special Provisions.
- C. Agency and Contractor shall cooperate with others participating in the construction of the Project to the end that all work may be carried on to the best advantage.
- D. Agency and Contractor understand and agree that LIRC does not assume any responsibility for work performed by others in connection the Project. Agency and Contractor further understand and agree that they shall have no claim whatsoever against LIRC for any inconvenience, delay or additional cost incurred by Agency or Contractor on account of operations by others.

## VII. STORAGE OF MATERIALS AND EQUIPMENT

Agency and Contractor shall not store their materials or equipment on LIRC's property or where they may potentially interfere with LIRC's operations, unless Agency or Contractor has received LIRC Representative's prior written permission. Agency and Contractor understand and agree that LIRC will not be liable for any damage to such materials and equipment from any cause and that LIRC may move, or require Agency or Contractor to move, such material and equipment at Agency's or Contractor's sole expense. To minimize the possibility of damage to the railroad tracks resulting from the unauthorized use of equipment, all grading or other construction equipment that is left parked near the tracks unattended by watchmen shall be immobilized to the extent feasible so that it cannot be moved by unauthorized persons.

## VIII. CONSTRUCTION PROCEDURES

### A. General

1. Construction work on LIRC property shall be subject to LIRC's inspection and approval.
2. Construction work on LIRC property shall be in accord with LIRC's written outline of specific conditions and with these Special Provisions.
3. Contractor shall observe the terms and rules of the LIRC Safe Way manual, which Agency and Contractor shall be required to obtain from LIRC, and in accord with any other instructions furnished by LIRC or LIRC's Representative.

### B. Blasting

1. Agency or Contractor shall obtain LIRC Representative's and Agency Representative's prior written approval for use of explosives on or adjacent to LIRC property. If permission for use of explosives is granted, Agency or Contractor must comply with the following:
  - a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of Agency or Contractor.
  - b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.
  - c. No blasting shall be done without the presence of an authorized representative of LIRC. At least 10 days' advance notice to LIRC Representative is required to arrange for the presence of an authorized LIRC representative and any flagging that LIRC may require.
  - d. Agency or Contractor must have at the Project site adequate equipment, labor and materials, and allow sufficient time, to (i) clean up (at Agency's expense) debris resulting from the blasting without any delay to trains; and (ii) correct (at Agency's expense) any track misalignment or other damage to LIRC's property resulting from the blasting, as directed by LIRC Representative, without delay to trains. If Agency's or Contractor's actions result in delay of any trains, including Amtrak passenger trains, Agency shall bear the entire cost thereof.
  - e. Agency and Contractor shall not store explosives on LIRC property.
2. LIRC Representative will:

- a. Determine the approximate location of trains and advise Agency or Contractor of the approximate amount of time available for the blasting operation and clean-up.
- b. Have the authority to order discontinuance of blasting if, in his or her opinion, blasting is too hazardous or is not in accord with these Special Provisions.

## IX. MAINTENANCE OF DITCHES ADJACENT TO LIRC TRACKS

Agency or Contractor shall maintain all ditches and drainage structures free of silt or other obstructions that may result from their operations. Agency or Contractor shall provide erosion control measures during construction and use methods that accord with applicable state standard specifications for road and bridge construction, including either (1) silt fence; (2) hay or straw barrier; (3) berm or temporary ditches; (4) sediment basin; (5) aggregate checks; and (6) channel lining. All such maintenance and repair of damages due to Agency's or Contractor's operations shall be performed at Agency's expense.

## X. FLAGGING / INSPECTION SERVICE

- A. LIRC has sole authority to determine the need for flagging required to protect its operations and property. In general, flagging protection will be required whenever Agency or Contractor or their equipment are, or are likely to be, working within fifty (50) feet of live track or other track clearances specified by LIRC, or over tracks.
- B. Agency shall reimburse LIRC directly for all costs of flagging that is required on account of construction within LIRC property shown in the Plans, or that is covered by an approved plan revision, supplemental agreement or change order.
- C. Agency or Contractor shall give a minimum of 10 days' advance notice to LIRC Representative for anticipated need for flagging service. No work shall be undertaken until the flag person(s) is/are at the job site. If it is necessary for LIRC to advertise a flagging job for bid, it may take up to 90-days to obtain this service, and LIRC shall not be liable for the cost of delays attributable to obtaining such service.
- D. LIRC shall have the right to assign an individual to the site of the Project to perform inspection service whenever, in the opinion of LIRC Representative, such inspection may be necessary. Agency shall reimburse LIRC for the costs incurred by LIRC for such inspection service. Inspection service shall not relieve Agency or Contractor from liability for its Work.
- E. LIRC shall render invoices for, and Agency shall pay for, the actual pay rate of the flagpersons and inspectors used, plus standard additives, whether that amount is

above or below the rate provided in the Estimate. If the rate of pay that is to be used for inspector or flagging service is changed before the work is started or during the progress of the work, whether by law or agreement between LIRC and its employees, or if the tax rates on labor are changed, bills will be rendered by LIRC and paid by Agency using the new rates. Agency and Contractor shall perform their operations that require flagging protection or inspection service in such a manner and sequence that the cost of such will be as economical as possible.

#### **XI. UTILITY FACILITIES ON LIRC PROPERTY**

Agency shall arrange, upon approval from LIRC, to have any utility facilities on or over LIRC Property changed as may be necessary to provide clearances for the proposed trackage.

#### **XII. CLEAN-UP**

Agency or Contractor, upon completion of the Project, shall remove from LIRC's Property any temporary grade crossings, any temporary erosion control measures used to control drainage, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings belonging to Agency or Contractor. Agency or Contractor, upon completion of the Project, shall leave LIRC Property in neat condition, satisfactory to LIRC Representative.

#### **XIII. FAILURE TO COMPLY**

If Agency or Contractor violate or fail to comply with any of the requirements of these Special Provisions, (a) LIRC may require Agency and/or Contractor to vacate LIRC Property; and (b) LIRC may withhold monies due Agency and/or Contractor; (c) LIRC may require Agency to withhold monies due Contractor; and (d) LIRC may cure such failure and the Agency shall reimburse LIRC for the cost of curing such failure.

## EXHIBIT F

### INSURANCE REQUIREMENTS

#### I. Insurance Policies:

Agency and Contractor, if and to the extent that either is performing work on or about LIRC's property, shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name LIRC as an additional named insured. The policy shall include endorsement ISO CG 24 17 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against LIRC and its affiliates (if permitted by state law).
3. Commercial automobile liability insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name LIRC as an additional named insured. The policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
4. Railroad protective liability insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:
  - a. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
  - b. LIRC Transportation must be the named insured on the Railroad Protective Insurance Policy.
  - c. Name and Address of Contractor and Agency must appear on the Declarations page.
  - d. Description of operations must appear on the Declarations page and must match the Project description.
  - e. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.

f. Authorized endorsements may include:

- (i). Broad Form Nuclear Exclusion - IL 00 21
- (ii) 30-day Advance Notice of Non-renewal or cancellation
- (iii) Required State Cancellation Endorsement
- (iv) Quick Reference or Index - CL/IL 240

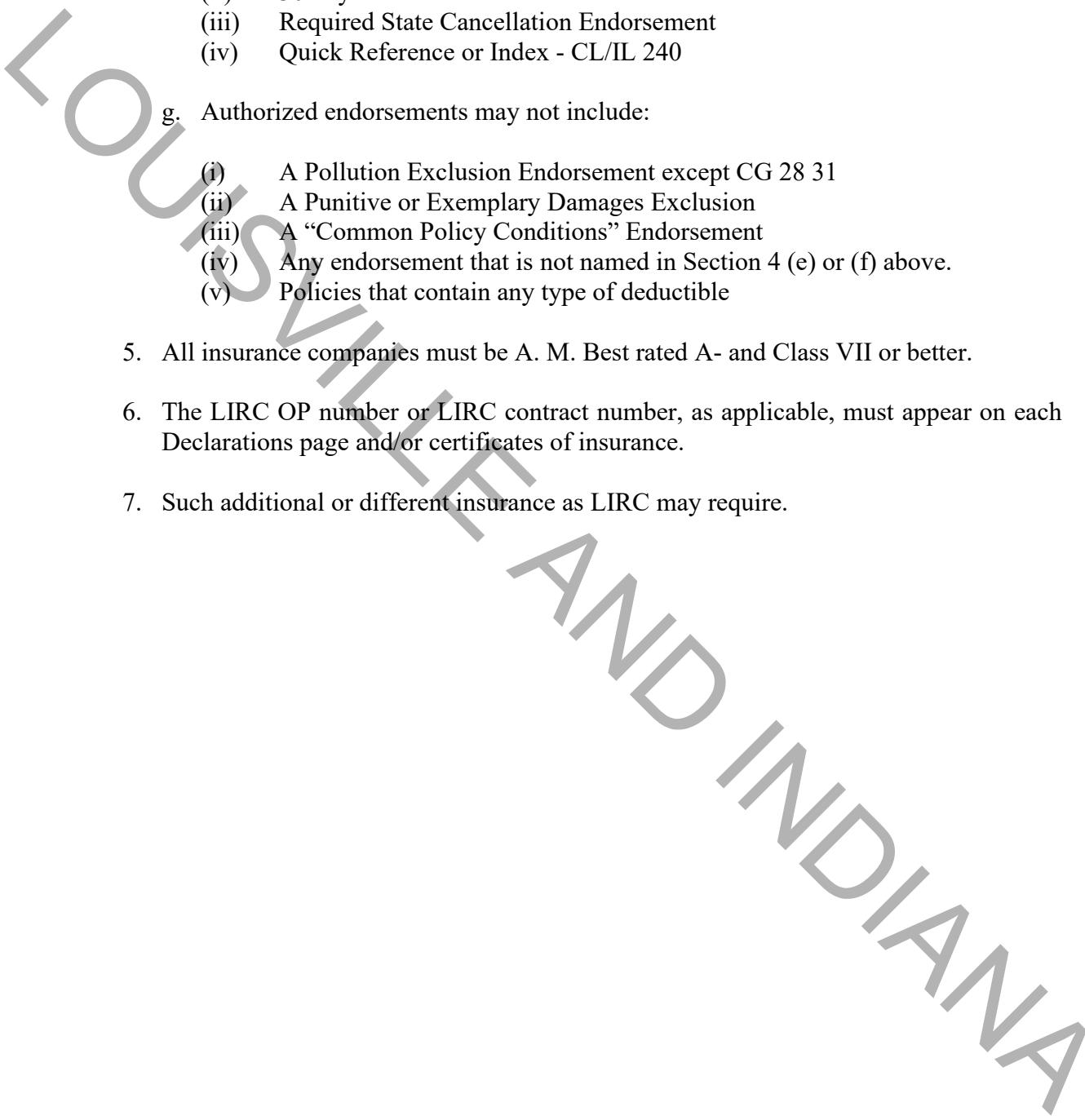
g. Authorized endorsements may not include:

- (i) A Pollution Exclusion Endorsement except CG 28 31
- (ii) A Punitive or Exemplary Damages Exclusion
- (iii) A "Common Policy Conditions" Endorsement
- (iv) Any endorsement that is not named in Section 4 (e) or (f) above.
- (v) Policies that contain any type of deductible

5. All insurance companies must be A. M. Best rated A- and Class VII or better.

6. The LIRC OP number or LIRC contract number, as applicable, must appear on each Declarations page and/or certificates of insurance.

7. Such additional or different insurance as LIRC may require.





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

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

**1. PROJECT SUMMARY**

Item #:	Project Sponsor:
Route(s):	County:
Project Description:	

**2. ENVIRONMENTAL DETERMINATION**

Functional Area	Determination	Comments/Commitments/Mitigation
Public and Resource Agency Controversy		
Total acreage of fee simple ROW		
Number of Total Relocations		
Environmental Justice Impacts		
Section 106: Architectural Historic		
Section 106: Archaeological Resources		
Section 4(f)		
Section 6(f)		
Noise		
Air Quality Impacts		
Hazardous Materials Impacts		
Section 7: T&E Species		
Anticipated Feet of Stream Impacts		
Anticipated Acreage of Wetland Impacts		
Anticipated Permits		
Other:		
Other:		
Other:		

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

**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.

 Danna M. Hardin District Environmental Coordinator	04/19/2024 Date	 Dora Alexander Project Manager	4/19/24 Date
Environmental Project Manager	Date	Director of Environmental Analysis	Date
Recommended by FHWA	Date	Federal Highway Administration	Date

**PART II**  
**SPECIFICATIONS AND STANDARD DRAWINGS**

## **STANDARD SPECIFICATIONS**

Any reference in the plans or proposal to previous editions of the *Standard Specifications for Road and Bridge Construction* and *Standard Drawings* are superseded by *Standard Specifications for Road and Bridge Construction, Edition of 2026* and *Standard Drawings, Edition of 2025*.

## **SUPPLEMENTAL SPECIFICATIONS**

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

**PART III**

**EMPLOYMENT, WAGE AND RECORD REQUIREMENTS**

FHWA-1273 – Revised October 23, 2023

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

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

**ATTACHMENTS**

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

**I. GENERAL**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**6. Training and Promotion:**

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

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

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

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

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

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

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

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

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

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

**8. Reasonable Accommodation for Applicants /**

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

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

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

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

**10. Assurances Required:**

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

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

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

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

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

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

- (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
- (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

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

### III. NONSEGREGATED FACILITIES

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

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

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

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

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

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

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

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

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

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

- (ii) The classification is used in the area by the construction industry; and
- (iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

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

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

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is used in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to [DBAconformance@dol.gov](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 reprocurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

### 3. Records and certified payrolls (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) *Apprenticeship ratio*. The allowable ratio of apprentices to journeymen 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 journeymen 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 journeymen 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 reprocurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

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

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

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

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

### **VI. SUBLetting OR ASSIGNING THE CONTRACT**

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

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

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

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

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

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

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

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

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

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

## **VII. SAFETY: ACCIDENT PREVENTION**

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

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

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

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

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

## **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\*\*\*\*\*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS** (23 CFR 633, Subpart B, Appendix B)  
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

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

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

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

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

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

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

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

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

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

**KENTUCKY TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS**

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

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

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

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

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

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

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

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

Revised: January 25, 2017

### Standard Title VI/Non-Discrimination Assurances

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

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

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

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

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

## EXECUTIVE BRANCH CODE OF ETHICS

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

KRS 11A.040 (7) provides:

A present or former public servant listed in KRS 11A.010(9)(a) to (g) shall not, within one (1) year following termination of his or her office or employment, accept employment, compensation, or other economic benefit from any person or business that contracts or does business with, or is regulated by, the state in matters in which he was directly involved during the last thirty-six (36) months of his tenure. This provision shall not prohibit an individual from returning to the same business, firm, occupation, or profession in which he was involved prior to taking office or beginning his term of employment, or for which he received, prior to his state employment, a professional degree or license, provided that, for a period of one (1) year, he or she personally refrains from working on any matter in which he was directly involved during the last thirty-six (36) months of his or her tenure in state government. This subsection shall not prohibit the performance of ministerial functions, including but not limited to filing tax returns, filing applications for permits or licenses, or filing incorporation papers, nor shall it prohibit the former officer or public servant from receiving public funds disbursed through entitlement programs.

KRS 11A.040 (9) states:

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

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

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

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

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

In case of doubt, the law permits you to request an advisory opinion from the Executive Branch Ethics Commission, 1025 Capital Center Drive, Suite 105, Frankfort, Kentucky 40601; telephone (502) 564-7954.

"General Decision Number: KY20260038 01/02/2026

Superseded General Decision Number: KY20250038

State: Kentucky

Construction Type: Highway

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

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

Modification Number	Publication Date
0	01/02/2026

BRIN0004-003 06/01/2024

BRECKENRIDGE COUNTY

	Rates	Fringes
BRICKLAYER.....	\$ 33.70	16.57

BRKY0001-005 06/01/2024

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

	Rates	Fringes
BRICKLAYER.....	\$ 35.00	17.13

BRKY0002-006 06/01/2024

BRACKEN, GALLATIN, GRANT, MASON & ROBERTSON COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 35.00	17.13

BRKY0007-004 06/01/2024

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

	Rates	Fringes
BRICKLAYER.....	\$ 41.05	21.79

BRKY0017-004 06/01/2024

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

	Rates	Fringes
BRICKLAYER.....	\$ 35.00	17.13

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CARP0064-001 04/01/2025

	Rates	Fringes
CARPENTER.....	\$ 33.89	24.06
Diver.....	\$ 51.21	24.06
PILEDRIVERMAN.....	\$ 34.39	24.06

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ELEC0212-008 06/02/2025

BRACKEN, GALLATIN and GRANT COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 38.05	22.97

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ELEC0212-014 11/27/2023

BRACKEN, GALLATIN & GRANT COUNTIES:

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

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ELEC0317-012 06/02/2025

BOYD, CARTER, ELLIOT & ROWAN COUNTIES:

	Rates	Fringes
ELECTRICIAN (Wiremen).....	\$ 41.15	29.35

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ELEC0369-007 05/27/2025

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

	Rates	Fringes
ELECTRICIAN.....	\$ 40.96	22.44

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ELEC0575-002 05/29/2023

FLEMING, GREENUP, LEWIS & MASON COUNTIES:

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

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ENGI0181-018 07/01/2025

Rates	Fringes
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POWER EQUIPMENT OPERATOR

GROUP 1.....	\$ 41.55	19.60
GROUP 2.....	\$ 38.69	19.60
GROUP 3.....	\$ 39.14	19.60
GROUP 4.....	\$ 38.37	19.60

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - A-Frame Winch Truck; Auto Patrol; Backfiller; Batcher Plant; Bituminous Paver; Bituminous Transfer Machine; Boom Cat; Bulldozer; Mechanic; Cableway; Carry-All Scoop; Carry Deck Crane; Central Compressor Plant; Cherry Picker; Clamshell; Concrete Mixer (21 cu. ft. or Over); Concrete Paver; Truck-Mounted Concrete Pump; Core Drill; Crane; Crusher Plant; Derrick; Derrick Boat; Ditching & Trenching Machine; Dragline; Dredge Operator; Dredge Engineer; Elevating Grader & Loaders; Grade-All; Gurries; Heavy Equipment Robotics Operator/Mechanic; High Lift; Hoe-Type Machine; Hoist (Two or More Drums); Hoisting Engine (Two or More Drums); Horizontal Directional Drill Operator; Hydrocrane; Hyster; KeCal Loader; LeTourneau; Locomotive; Mechanic; Mechanically Operated Laser Screed; Mechanic Welder; Mucking Machine; Motor Scraper; Orangepeel Bucket; Overhead Crane; Piledriver; Power Blade; Pumpcrete; Push Dozer; Rock Spreader, attached to equipment; Rotary Drill; Roller (Bituminous); Rough Terrain Crane; Scarifier; Scoopmobile; Shovel; Side Boom; Subgrader; Tailboom; Telescoping Type Forklift; Tow or Push Boat; Tower Crane (French, German & other types); Tractor Shovel; Truck Crane; Tunnel Mining Machines, including Moles, Shields or similar types of Tunnel Mining Equipment

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

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

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

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

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

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IRON0044-009 06/01/2025

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

Rates Fringes

IRONWORKER

Fence Erector.....	\$ 35.88	23.90
Structural.....	\$ 37.77	23.90

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IRON0070-006 06/01/2025

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

Rates Fringes

IRONWORKER.....\$ 36.17 25.80

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IRON0769-007 06/01/2025

BATH, BOYD, CARTER, ELLIOTT, GREENUP, LEWIS, MONTGOMERY & ROWAN  
CLARK (Eastern third, including townships of Bloomingdale,

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

Rates Fringes

IRONWORKER

ZONE 1.....	\$ 39.70	29.59
ZONE 2.....	\$ 40.10	29.59
ZONE 3.....	\$ 41.70	29.59

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

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

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

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LAB00189-003 07/01/2025

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

Rates Fringes

Laborers:

GROUP 1.....	\$ 26.87	19.66
GROUP 2.....	\$ 27.12	19.66
GROUP 3.....	\$ 27.17	19.66
GROUP 4.....	\$ 27.77	19.66

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; Bushammer; Chain Saw Operator; Concrete  
Saw Operator; Deckhand Scow Man; Dry Cement Handler;  
Environmental - Nuclear, Radiation, Toxic & Hazardous Waste  
- Level C; Forklift Operator for Masonry; Form Setter;

Green Concrete Cutting; Hand Operated Grouter & Grinder  
Machine Operator; Jackhammer; Pavement Breaker; Paving  
Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven  
Georgia Buggy & Wheel Barrow; Power Post Hole Digger;  
Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind  
Trencher; Sand Blaster; Concrete Chipper; Surface Grinder;  
Vibrator Operator; Wagon Driller

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

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

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LAB00189-008 07/01/2025

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

Rates	Fringes
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**Laborers:**

GROUP 1.....	\$ 26.87	19.66
GROUP 2.....	\$ 27.12	19.66
GROUP 3.....	\$ 27.17	19.66
GROUP 4.....	\$ 27.77	19.66

**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; Bushammer; Chain Saw Operator; Concrete  
Saw Operator; Deckhand Scow Man; Dry Cement Handler;  
Environmental - Nuclear, Radiation, Toxic & Hazardous Waste  
- Level C; Forklift Operator for Masonry; Form Setter;  
Green Concrete Cutting; Hand Operated Grouter & Grinder  
Machine Operator; Jackhammer; Pavement Breaker; Paving  
Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven  
Georgia Buggy & Wheel Barrow; Power Post Hole Digger;  
Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind  
Trencher; Sand Blaster; Concrete Chipper; Surface Grinder;  
Vibrator Operator; Wagon Driller

GROUP 3 - Asphalt Luteman & Raker; Gunnite Nozzleman;

Gunnite Operator & Mixer; Grout Pump Operator; Side Rail Setter; Rail Paved Ditches; Screw Operator; Tunnel (Free Air); Water Blaster

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

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LAB00189-009 07/01/2025

BRECKINRIDGE & GRAYSON COUNTIES

Rates	Fringes
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**Laborers:**

GROUP 1.....	\$ 26.87	19.66
GROUP 2.....	\$ 27.12	19.66
GROUP 3.....	\$ 27.17	19.66
GROUP 4.....	\$ 27.77	19.66

**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; Bushammer; Chain Saw Operator; Concrete Saw Operator; Deckhand Scow Man; Dry Cement Handler; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Level C; Forklift Operator for Masonry; Form Setter; Green Concrete Cutting; Hand Operated Grouter & Grinder Machine Operator; Jackhammer; Pavement Breaker; Paving Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven Georgia Buggy & Wheel Barrow; Power Post Hole Digger; Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind Trencher; Sand Blaster; Concrete Chipper; Surface Grinder; Vibrator Operator; Wagon Driller

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

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

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PAIN0012-005 06/11/2005

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

Rates Fringes

PAINTER

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

PAIN0012-017 05/01/2015

BRACKEN, GALLATIN, GRANT, MASON & OWEN COUNTIES:

Rates Fringes

PAINTER (Heavy & Highway  
Bridges - Guardrails -  
Lightpoles - Striping)

Bridge Equipment Tender and Containment Builder.....	\$ 20.73	9.06
Brush & Roller.....	\$ 23.39	9.06
Elevated Tanks;		
Steeplejack Work; Bridge & Lead Abatement.....	\$ 24.39	9.06
Sandblasting & Water Blasting.....	\$ 24.14	9.06
Spray.....	\$ 23.89	9.06

PAIN0118-004 06/01/2018

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

Rates Fringes

PAINTER

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

PAIN1072-003 12/01/2024

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

Rates Fringes

Painters:

Bridges; Locks; Dams; Tension Towers & Energized		
Substations.....	\$ 37.53	23.95
Power Generating Facilities.	\$ 34.29	23.95

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PLUM0248-003 06/01/2025

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

	Rates	Fringes
Plumber and Steamfitter.....	\$ 42.75	25.76

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PLUM0392-007 06/01/2025

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

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 43.30	27.40

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PLUM0502-003 08/01/2024

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

	Rates	Fringes
PLUMBER.....	\$ 41.90	24.89

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SUKY2010-160 10/08/2001

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

#### TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Mobile Batch Truck Tender

GROUP 2 - Greaser; Tire Changer; & Mechanic Tender

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

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

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

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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>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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

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

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

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

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE:

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

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

#### Survey Rate Identifiers

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

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

#### State Adopted Rate Identifiers

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to [BCWD-Office@dol.gov](mailto:BCWD-Office@dol.gov) or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to [dba.reconsideration@dol.gov](mailto:dba.reconsideration@dol.gov) or by mail to:

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

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

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

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

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END OF GENERAL DECISION

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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-j journeyman ratios and wage rates in the project area, which will be the basis for establishing such ratios and rates for the project under the applicable contract provisions.

**TO: EMPLOYERS/EMPLOYEES**

**PREVAILING WAGE SCHEDULE:**

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

**OVERTIME:**

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

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

## **PART IV**

### **BID ITEMS**

262942

## PROPOSAL BID ITEMS

Report Date 12/29/25

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262942

## Section: 0001 - ROADWAY

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	02014	BARRICADE-TYPE III	8.00	EACH	\$		
0020	02562	TEMPORARY SIGNS	1,970.00	SQFT	\$		
0030	02654	TRUCK MOUNTED ATTENUATOR	2.00	EACH	\$		
0040	02671	PORTABLE CHANGEABLE MESSAGE SIGN	8.00	EACH	\$		
0050	02775	ARROW PANEL	5.00	EACH	\$		
0060	20411ED	LAW ENFORCEMENT OFFICER	1,370.00	HOUR	\$		
		PORTABLE QUEUE WARNING ALERT SYSTEM					
0070	26136EC	QUEUE WARNING PCMS	15.00	MONT	\$		
0080	26137EC	QUEUE WARNING PORTABLE RADAR SENSORS	15.00	MONT	\$		
0090	26138EC		15.00	MONT	\$		

## Section: 0002 - K &amp; IT RR TRESTLE (056B00284) - ROADWAY/MOT

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0100	02483	CHANNEL LINING CLASS II	5.00	TON	\$		
0110	02603	FABRIC-GEOTEXTILE CLASS 2	181.00	SQYD	\$		
0120	02607	FABRIC-GEOTEXTILE CLASS 2 FOR PIPE - TYPE FT	291.00	SQYD	\$2.00	\$	\$582.00
0130	02650	MAINTAIN & CONTROL TRAFFIC	1.00	LS	\$		
0140	02701	TEMP SILT FENCE	900.00	LF	\$		
0150	02703	SILT TRAP TYPE A	2.00	EACH	\$		
0160	02706	CLEAN SILT TRAP TYPE A	2.00	EACH	\$		
0170	08014	REINF CONC SLOPE WALL-4 IN	63.00	SQYD	\$		
0180	08014	REINF CONC SLOPE WALL-4 IN - TYPE GC	63.00	SQYD	\$		
0190	24665EX	RAILROAD COORDINATION	1.00	LS	\$		

## Section: 0003 - K &amp; IT RR &amp; 27TH ST (056B00283) - ROADWAY/MOT

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0200	02483	CHANNEL LINING CLASS II	1.00	TON	\$		
		CHANNEL LINING CLASS II - 8IN					
0210	02483		1.00	TON	\$		
0220	02603	FABRIC-GEOTEXTILE CLASS 2	92.00	SQYD	\$		
0230	02607	FABRIC-GEOTEXTILE CLASS 2 FOR PIPE	244.00	SQYD	\$2.00	\$	\$488.00
0240	02650	MAINTAIN & CONTROL TRAFFIC	1.00	LS	\$		
0250	02650	MAINTAIN & CONTROL TRAFFIC	1.00	LS	\$		
0260	02701	TEMP SILT FENCE	1,400.00	LF	\$		
0270	02703	SILT TRAP TYPE A	4.00	EACH	\$		
0280	02706	CLEAN SILT TRAP TYPE A	4.00	EACH	\$		
0290	08014	REINF CONC SLOPE WALL-4 IN	54.00	SQYD	\$		
0300	24665EX	RAILROAD COORDINATION	1.00	LS	\$		

262942

## PROPOSAL BID ITEMS

Report Date 12/29/25

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## Section: 0004 - NW PKWY &amp; 22ND ST (056B00281 &amp; 056B00282) - ROADWAY/MOT

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0310	02650	MAINTAIN & CONTROL TRAFFIC	1.00	LS	\$		
0320	02650	MAINTAIN & CONTROL TRAFFIC	1.00	LS	\$		
0330	02701	TEMP SILT FENCE	1,000.00	LF	\$		
0340	02705	SILT TRAP TYPE C	4.00	EACH	\$		
0350	02708	CLEAN SILT TRAP TYPE C	2.00	EACH	\$		
		CLEAN SILT TRAP TYPE C - DRAINAGE					
0360	02708		2.00	EACH	\$		

## Section: 0005 - 17TH TO 13TH ST (056B00285) - ROADWAY/MOT

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0370	02483	CHANNEL LINING CLASS II	12.00	TON	\$		
0380	02603	FABRIC-GEOTEXTILE CLASS 2	588.00	SQYD	\$		
0390	02650	MAINTAIN & CONTROL TRAFFIC	1.00	LS	\$		
0400	02650	MAINTAIN & CONTROL TRAFFIC	1.00	LS	\$		
0410	24665EX	RAILROAD COORDINATION	1.00	LS	\$		

## Section: 0006 - 13TH TO 7TH ST (056B00293) - ROADWAY/MOT

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0420	02483	CHANNEL LINING CLASS II	8.00	TON	\$		
		CHANNEL LINING CLASS II - TRANSVERSE					
0430	02483		8.00	TON	\$		
0440	02603	FABRIC-GEOTEXTILE CLASS 2	750.00	SQYD	\$		
0450	02650	MAINTAIN & CONTROL TRAFFIC	1.00	LS	\$		
0460	02650	MAINTAIN & CONTROL TRAFFIC	1.00	LS	\$		

## Section: 0007 - 7TH TO 2ND ST (056B00292) - ROADWAY/MOT

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0470	02650	MAINTAIN & CONTROL TRAFFIC	1.00	LS	\$		
0480	02650	MAINTAIN & CONTROL TRAFFIC	1.00	LS	\$		

## Section: 0008 - 3RD TO PRESTON ST (056B00142) - ROADWAY/MOT

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0490	01984	DELINEATOR FOR BARRIER - WHITE	28.00	EACH	\$		
0500	02650	MAINTAIN & CONTROL TRAFFIC	1.00	LS	\$		
0510	02650	MAINTAIN & CONTROL TRAFFIC	1.00	LS	\$		
0520	03171	CONC BARRIER WALL TYPE 9T	560.00	LF	\$		
0530	08900	CRASH CUSHION TY 6 CLASS B TL2	1.00	EACH	\$		

262942

## PROPOSAL BID ITEMS

Page 3 of 7

Report Date 12/29/25

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0540	08900	CRASH CUSHION TY 6 CLASS B TL2 - TYPE FP	1.00	EACH		\$	

## Section: 0009 - K &amp; IT RR TRESTLE (056B00284) - STRUCTURES

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0550	21679EN	FIBERGLASS DRAIN PIPE - 8 IN	4,212.00	LF		\$	
0560	23055N	REMOVE - DRAINAGE	1.00	LS		\$	
0570	23055N	REMOVE - DRAINAGE	1.00	LS		\$	
0580	23386EC	JOINT SEAL REPLACEMENT - TRANSVERSE	1,598.00	LF		\$	

## Section: 0010 - K &amp; IT RR &amp; 27TH ST (056B00283) - STRUCTURES

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0590	21679EN	FIBERGLASS DRAIN PIPE - 8 IN	1,430.00	LF		\$	
0600	23055N	REMOVE - DRAINAGE	1.00	LS		\$	
0610	23055N	REMOVE - DRAINAGE	1.00	LS		\$	
0620	23386EC	JOINT SEAL REPLACEMENT - LONGITUDINAL	364.00	LF		\$	
0630	23386EC	JOINT SEAL REPLACEMENT - TRANSVERSE	888.00	LF		\$	

## Section: 0011 - NW PKWY &amp; 22ND ST (056B00281 &amp; 056B00282) - STRUCTURES

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0640	08435	JACK & SUPPORT BRIDGE SPAN - PIER R3 AT GIRDERS RA AND RB	1.00	LS		\$	
0650	21679EN	FIBERGLASS DRAIN PIPE - 8 IN	576.00	LF		\$	
0660	22146EN	CONCRETE PATCHING REPAIR	74.00	SQFT		\$	
0670	23055N	REMOVE - DRAINAGE	1.00	LS		\$	
0680	23055N	REMOVE - DRAINAGE	1.00	LS		\$	
0690	23171EC	CONCRETE REPAIR - PIER R3 AT GIRDER RB	1.00	LS		\$	
0700	23386EC	JOINT SEAL REPLACEMENT - TRANSVERSE	2,034.00	LF		\$	
0710	26232EC	CONCRETE COATING	152.00	SQFT		\$	
0720	26232EC	CONCRETE COATING - TYPE FS	152.00	SQFT		\$	

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## Section: 0012 - 17TH TO 13TH ST (056B00285) - STRUCTURES

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0730	21679EN		FIBERGLASS DRAIN PIPE - 8IN	1,815.00	LF	\$		
0740	21969NN		BEARING REPLACEMENT	1.00	EACH	\$		
0750	22146EN		CONCRETE PATCHING REPAIR	460.00	SQFT	\$		
			REMOVE - DRAINAGE					
0760	23055N		JOINT SEAL REPLACEMENT - LONGITUDINAL	1.00	LS	\$		
0770	23386EC		JOINT SEAL REPLACEMENT - TRANSVERSE	4,220.00	LF	\$		
			STEEL REPAIR - TYPE FB					
0790	24879EC		STEEL REPAIR - TYPE FP	4.00	EACH	\$		
0800	24879EC		STEEL REPAIR - TYPE FS	2.00	EACH	\$		
0810	24879EC		STEEL REPAIR - TYPE FT	2.00	EACH	\$		
0820	24879EC		STEEL REPAIR - TYPE GC	3.00	EACH	\$		
0830	24879EC		STEEL REPAIR - TYPE GF	3.00	EACH	\$		
0840	24879EC		STEEL REPAIR - TYPE GP	4.00	EACH	\$		
0850	24879EC			14.00	EACH	\$		

## Section: 0013 - 13TH TO 7TH ST (056B00293) - STRUCTURES

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0860	21679EN		FIBERGLASS DRAIN PIPE - 10 IN	148.00	LF	\$		
0870	21679EN		FIBERGLASS DRAIN PIPE - 8 IN	5,122.00	LF	\$		
0880	22146EN		CONCRETE PATCHING REPAIR	732.00	SQFT	\$		
			REMOVE - DRAINAGE					
0890	23055N		REMOVE - DRAINAGE	1.00	LS	\$		
0900	23055N		CONCRETE REPAIR - PIER 34W AT GIRDER G3	1.00	LS	\$		
0910	23171EC		JOINT SEAL REPLACEMENT - LONGITUDINAL	3,144.00	LF	\$		
0920	23386EC		JOINT SEAL REPLACEMENT - TRANSVERSE	1,816.00	LF	\$		
0930	23386EC		STEEL REPAIR - TYPE CB	2.00	EACH	\$		
0940	24879EC		STEEL REPAIR - TYPE CC	6.00	EACH	\$		
0950	24879EC		STEEL REPAIR - TYPE CS	32.00	EACH	\$		
0960	24879EC		STEEL REPAIR - TYPE CX1	2.00	EACH	\$		
0970	24879EC		STEEL REPAIR - TYPE FB	16.00	EACH	\$		

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LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0990	24879EC	STEEL REPAIR - TYPE FS	8.00	EACH		\$	
1000	24879EC	STEEL REPAIR - TYPE FT	2.00	EACH		\$	
1010	24879EC	STEEL REPAIR - TYPE GC	16.00	EACH		\$	
1020	24879EC	STEEL REPAIR - TYPE GP	14.00	EACH		\$	
1030	24879EC	STEEL REPAIR - TYPE MB1	2.00	EACH		\$	

## Section: 0014 - 7TH TO 2ND ST (056B00292) - STRUCTURES

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1040	22146EN	CONCRETE PATCHING REPAIR	80.00	SQFT		\$	
1050	23386EC	JOINT SEAL REPLACEMENT - LONGITUDINAL	5,306.00	LF		\$	
1060	23386EC	JOINT SEAL REPLACEMENT - TRANSVERSE	1,602.00	LF		\$	
1070	24879EC	STEEL REPAIR - TYPE BB	6.00	EACH		\$	
1080	24879EC	STEEL REPAIR - TYPE BS1	2.00	EACH		\$	
1090	24879EC	STEEL REPAIR - TYPE BS2	34.00	EACH		\$	
1100	24879EC	STEEL REPAIR - TYPE CC	2.00	EACH		\$	
1110	24879EC	STEEL REPAIR - TYPE CS	26.00	EACH		\$	

## Section: 0015 - 3RD TO PRESTON ST (056B00142) - STRUCTURES

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1120	08435	JACK & SUPPORT BRIDGE SPAN - END BENT 101W AT GIRDER E	1.00	LS		\$	
1130	08435	JACK & SUPPORT BRIDGE SPAN - PIER R3 AT GIRDERS RA AND R8	1.00	LS		\$	
1140	22146EN	CONCRETE PATCHING REPAIR	250.00	SQFT		\$	
1150	22146EN	CONCRETE PATCHING REPAIR	250.00	SQFT	\$375.00	\$	\$93,750.00
1160	23171EC	CONCRETE REPAIR - END BENT 101W AT GIRDER E	1.00	LS		\$	
1170	23279EC	RETROFIT - PIN AND HANGER	4.00	EACH		\$	
1180	23386EC	JOINT SEAL REPLACEMENT - LONGITUDINAL	1,266.00	LF		\$	
1190	23386EC	JOINT SEAL REPLACEMENT - LONGITUDINAL	1,266.00	LF		\$	
1200	23386EC	JOINT SEAL REPLACEMENT - TRANSVERSE	2,574.00	LF		\$	
1210	23744EC	EPOXY INJECTION CRACK REPAIR	4.00	LF		\$	
1220	24879EC	STEEL REPAIR - PIER GIRDER 110	2.00	EACH		\$	

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LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1230	24879EC	STEEL REPAIR - SPAN 127E	2.00	EACH		\$	
1240	24879EC	STEEL REPAIR - SPAN 127W	2.00	EACH		\$	
1250	24879EC	STEEL REPAIR - SPAN 130W	1.00	EACH		\$	
1260	24879EC	STEEL REPAIR - TYPE A	11.00	EACH		\$	
1270	24879EC	STEEL REPAIR - TYPE B	1.00	EACH		\$	
1280	24879EC	STEEL REPAIR - TYPE CB	8.00	EACH		\$	
1290	24879EC	STEEL REPAIR - TYPE CF	2.00	EACH		\$	
1300	24879EC	STEEL REPAIR - TYPE CS	18.00	EACH		\$	
1310	24879EC	STEEL REPAIR - TYPE CX1	2.00	EACH		\$	
1320	24879EC	STEEL REPAIR - TYPE CX2	2.00	EACH		\$	
1330	24879EC	STEEL REPAIR - TYPE MB1	73.00	EACH		\$	
1340	24879EC	STEEL REPAIR - TYPE MB2	2.00	EACH		\$	
1350	24981EC	BRIDGE CLEANING -	1.00	LS		\$	
1360	24981EC	BRIDGE CLEANING BRIDGE- 3RD TO PRESTON ST	1.00	LS		\$	
1370	24983EC	BEARING LUBRICATION	14.00	EACH		\$	
1380	26232EC	CONCRETE COATING	1,354.00	SQFT		\$	

## Section: 0016 - 9TH STREET RAMP 1 (056B00300) - STRUCTURES

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1390	22146EN	CONCRETE PATCHING REPAIR	390.00	SQFT		\$	

## Section: 0017 - 9TH STREET RAMP 2 (056B00301) - STRUCTURES

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1400	22146EN	CONCRETE PATCHING REPAIR	130.00	SQFT		\$	

## Section: 0018 - 9TH STREET RAMP 2A (056B00299) - STRUCTURES

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1410	22146EN	CONCRETE PATCHING REPAIR	30.00	SQFT		\$	

## Section: 0019 - 9TH STREET RAMP 3 (056B00302) - STRUCTURES

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LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1420	22146EN	CONCRETE PATCHING REPAIR	30.00	SQFT	\$		

### Section: 0020 - 9TH STREET RAMP 4 (056B00298) - STRUCTURES

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1430	22146EN	CONCRETE PATCHING REPAIR	250.00	SQFT	\$		

### Section: 0021 - MOB/DEMOB

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1440	02568	MOBILIZATION	1.00	LS	\$		
1450	02569	DEMOBILIZATION	1.00	LS	\$		