



**CALL NO. 113**

**CONTRACT ID. 252976**

**MASON COUNTY**

**FED/STATE PROJECT NUMBER BRZ 0681 (036)**

**DESCRIPTION SIMON KENTON BRIDGE OVER OHIO RIVER (US 62)**

**WORK TYPE BRIDGE REPAIR MISCELLANEOUS WORK**

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

**LETTING DATE: July 24,2025**

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN DAYLIGHT TIME July 24,2025. Bids will be publicly announced at 10:00 AM EASTERN DAYLIGHT TIME.

**NO PLANS ASSOCIATED WITH THIS PROJECT.**

**DBE CERTIFICATION REQUIRED - 0%**

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

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

ADMINISTRATIVE DISTRICT - 09

CONTRACT ID - 252976  
BRZ 0681 (036)  
COUNTY - MASON  
PCN - MB08100622576  
BRZ 0681 (036)

SIMON KENTON BRIDGE OVER OHIO RIVER (US 62) BRIDGE 081B00041N OVER OHIO RIVER AT MP  
17.83BRIDGE REPAIR MISCELLANEOUS WORK SYP NO. 09-10091.00.  
GEOGRAPHIC COORDINATES LATITUDE 38:39:00.00 LONGITUDE 83:45:35.00  
ADT

COMPLETION DATE(S):	
677 CALENDAR Days	APPLIES TO 081B00041N (SEE SPECIAL NOTE)
COMPLETED BY 06/01/2027	APPLIES TO ENTIRE CONTRACT (SEE SPECIAL NOTE)



## **CONTRACT NOTES**

### **INSURANCE**

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

### **PROPOSAL ADDENDA**

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

### **BID SUBMITTAL**

Bidder must use the Department's electronic bidding software. The Bidder must download the bid file located on the Bid Express website ([www.bidx.com](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

## 1.0 BUY AMERICA REQUIREMENT.

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

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

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

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

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

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

Use foreign materials only under the following conditions:

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

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

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

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

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

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

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

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

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

### **4.0 – ADDITIONAL REQUIREMENTS**

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

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

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

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

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

Effective - June 26, 2025, Letting

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

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

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

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

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

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

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

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

## **FEDERAL CONTRACT NOTES**

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

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

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

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

### **NOTICE TO ALL BIDDERS**

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

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

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

### **SECOND TIER SUBCONTRACTS**

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

### **DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

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

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

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

### **DBE GOAL**

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

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

### **OBLIGATION OF CONTRACTORS**

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

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

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



### **CERTIFICATION OF CONTRACT GOAL**

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

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

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

### **DBE PARTICIPATION PLAN**

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

The DBE Participation Plan shall include the following:

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

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

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

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

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

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

**CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS**

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

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

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

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

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

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

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

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

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

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

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

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

### **PROMPT PAYMENT**

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

### **CONTRACTOR REPORTING**

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

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

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

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

Office for Civil Rights and Small Business Development  
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 Youssefi. Mr. Youssefi'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)

Revised: 2/29/2024

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

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

SECTION 7 is expanded by the following new Article:

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

Pursuant to Title 46CFR Part 381, the Contractor agrees

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

**SPECIAL NOTES**  
**DISTRICT NO. 9**  
**BRIDGE REPAIRS MISCELLANEOUS WORK**  
**MASON COUNTY**  
**BRZ 0681 (036) SYP ITEM NUMBER 9-10091.00**  
**CID 252976**

**FD52 081 0062 017-018**

Mason County ~ US 27 over Ohio River **Bridge 081B00041N**

Geographic Coordinates  
Latitude 38° 39' 00.00" (38.6500)  
Longitude -83° 45' 35.00" (-83.7597)

**Description**  
3164' Span Steel Suspension.

## SPECIAL NOTES FOR BRIDGE REPAIRS

SPECIAL NOTE FOR TRAFFIC CONTROL ON BRIDGE REPAIR CONTRACTS

SPECIAL NOTE FOR 3/8 EPOXY-URETHANE WATERPROOFING OVERLAY

SPECIAL NOTE FOR ELIMINATE JOINTS

SPECIAL NOTE FOR BRIDGE JOINT SEAL REPLACEMENT

SPECIAL NOTE FOR EMBEDDED GALVANIC ANODES

SPECIAL NOTE FOR EPOXY CRACK INJECTION

SPECIAL NOTE FOR CONCRETE PATCHING REPAIR

SPECIAL NOTE FOR CONCRETE COATING

SPECIAL NOTE FOR STRUCTURAL ADHESIVES WITH EXTENDED CONTACT  
TIME

SPECIAL NOTE FOR PAINTING STRUCTURAL STEEL REPAIRS

SPECIAL NOTE FOR CABLE BAND BOLT REPLACEMENT

SPECIAL NOTE FOR SUSPENDER ROPE REPLACEMENT

SPECIAL NOTE FOR HAND ROPE REPLACEMENT

SPECIAL NOTE FOR ANCHORAGE DOOR INSTALLATION

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

SPECIAL NOTE FOR PRE-BID CONFERENCE



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

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

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

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

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

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

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

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

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

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

**6.0 PROTECTION OF PEDESTRIANS.** The Contractor must place fencing to block pedestrian access to the closed sidewalk. Protect any excavation, obstructions, or construction work so as not to expose pedestrians to hazards. Chain link fencing should be in place to obstruct pedestrian access to all construction areas and equipment during non-work hours.

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

**7.0 BRIDGE LIGHTING.** Navigation lighting on both upstream and downstream faces shall be maintained at all times, or as directed by the Engineer. Other lighting on the bridge may be de-energized in order to perform the work.

**8.0 TRAFFIC RESTRICTIONS.** Full bridge roadway closure is permitted between April 1st, 2026 and April 1st, 2027. While the full bridge closure is in effect, the Contractor must be actively working on the bridge and showing progress. No closures will be permitted for the sole purpose of storing equipment and/or materials.

All roadway closures must be coordinated with KYTC District 9 (contact person is Allen Blair: 606.748.3716) and the Engineer. The Contractor must notify the appropriate individuals of the anticipated closure and signed detour route at least three weeks in advance. The proposed closure must be approved by KYTC District 9 and the Engineer before closure begins.

Outside of the roadway closure periods, short-term single lane closures will be allowed by the Engineer in accordance with Standard Drawing TTC-100-03, Lane Closure, Two-Lane with Traffic Closures. Long term single lane closures, in accordance with Standard Drawing TTC-100-01, Lane Closure Using Traffic Signals, are allowable with the following restrictions:

- The closures are to be positioned to allow a sufficient length of two-lane section for traffic to queue on the bridge, as such to not impact non-bridge traffic in Maysville and/or Aberdeen.
- The Contractor must be actively working on the bridge and showing progress. No closures will be permitted for the sole purpose of storing equipment and/or materials.

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

**10.0 BARRICADES.** Ensure a minimum of (8) Type III barricades are used at the Ohio end of the bridge and eight (8) at the Kentucky end during bridge closures for a total of (16) Type III barricades.

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

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
02650	Maintain and Control Traffic	Lump Sum
02671	Portable Changeable Message Sign	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. These items include but are not limited to traffic signals, signs, barrier wall, crash cushions, temporary guardrail, temporary and permanent pavement striping, cones, barrels, flaggers, etc.

## **SPECIAL NOTE FOR 3/8" EPOXY-URETHANE WATERPROOFING OVERLAY FOR BRIDGE DECKS**

### **1.0 DESCRIPTION:**

- 1.1** This specification describes the Pre-treatment and Overlay consisting of multiple layers of hybrid polymer systems and a special blend of extremely hard aggregate designed to provide a minimum of a 3/8" thick application for the purpose of complete waterproofing as well as providing a non-skid surface to withstand continuous heavy traffic and extreme changes in weather conditions.
- 1.2** Unless otherwise noted, Section references herein are to the Department's *Standard Specifications for Road and Bridge Construction*. All applicable portions of the Department's *Standard Specifications* apply unless specifically modified herein.

### **2.0 MATERIALS:**

#### **2.1 Pre-treatment:**

##### **2.1.1 Hairline cracks**

This two-part hybrid polymer shall be free of any fillers, volatile solvents and shall be formulated to provide simple volumetric ratio of two components such as one to one or two to one by volume.

This hybrid polymer system shall be formulated to provide a unique combination of extremely low viscosity and low surface tension coupled with a built-in affinity for concrete and steel.

##### **2.1.2 Partial Depth patching (if necessary)**

Class "M" Concrete. Use either "M1" or "M2". See Section 601.

##### **2.1.3 Full Depth Patching (if necessary)**

Class "M" Concrete. Use either "M1" or "M2". See Section 601.

#### **Overlay:**

- 2.2** The two-part epoxy-urethane co-polymer system shall be free of any fillers volatile solvents and shall be formulated to provide simple volumetric mixing ratio of two components such as one to one or two to one by volume.

The epoxy-urethane co-polymer system shall be formulated to provide flexibility in the system without any sacrifice of the hardness, chemical resistance or strength of the epoxy-urethane co-polymer system. Use of external/conventional flexibilizers are not acceptable. Flexibility shall be introduced by interaction of elastomers to chemically link in the process of curing so that the flexibility of the

**SPECIAL NOTE FOR 3/8” EPOXY-URETHANE WATERPROOFING OVERLAY FOR  
BRIDGE DECKS**

molecule is least affected during the low temperature conditions that are confronted in actual use.

**2.3 Material Requirements**

**2.3.1 Physical Requirements of Cured Pretreatment for Cracks System.**  
When Components A and B are mixed in the appropriate ratio, the cured resin shall conform to the requirements of Table 1. (Test methods are discussed in detail in Item 3 of this specification.)

TABLE 1	
PHYSICAL PROPERIES OF THE CURED PRETREATMENT SYSTEM	
Property	Value
Compressive Strength, min. psi	5000
Tensile Strength, min. psi	2500
Elongation at Break, min percent	30
Water Absorption, percent by wt. max.	0.5%
Shore D hardness, min., 25°C (77°F)	65
Gel Time, min, minutes	15 (100gms)
Adhesion to Concrete	100% failure in concrete
Percent Solids	100

**2.3.2 Physical requirements of Epoxy-Urethane Copolymer Overlay System.** When Components A and B are mixed in the appropriate ratio, the cured resin shall conform to the requirements of Table 2. (Test methods are discussed in detail in Item 3 of this specification.)

TABLE 2	
PHYSICAL PROPERIES OF THE CURED OVERLAY SYSTEM	
Property	Value
Compressive Strength, min. psi	5000
Tensile Strength, min. psi	2500
Elongation at Break, min percent	30
Water Absorption, percent by wt. max.	1.0%
Shore D hardness, min., 25°C (77°F)	65
Gel Time, min, minutes	15
LA Abrasion, max. percent	35
Adhesion to Concrete	100% failure in concrete
Flexural Yield Strength, min. psi	5000
Percent Solids	100
Thermal Compatibility	Visual – No Delamination/Cracking
Permeability to Chloride Ion at 28 days	100 Coulombs

**SPECIAL NOTE FOR 3/8" EPOXY-URETHANE WATERPROOFING OVERLAY FOR  
BRIDGE DECKS**

**2.4 Aggregate**

- 2.4.1** Aggregate used for all layers shall be non-friable, non-polishing, clean and free from surface moisture. It shall be durable and sound and have a proven record of performance in applications of this type. The aggregate shall be 100 percent fractured, thoroughly washed and kiln dried to a maximum moisture content of 0.2 percent by weight, measured in accordance with ASTM C566. The recommended sources of aggregate are **Washington Stone or Oklahoma Flint or an approved equivalent.**
- 2.4.2** Aggregate for all layers shall have a minimum Mohs scale hardness of 7.
- 2.4.3** The grading of the aggregate shall conform to the requirements of Table 3

TABLE 3	
AGGREGATE GRADATION	
Sieve Size	Percent Passing
No. 4	100
No. 8	15 – 65
No. 16	0 – 5

**3. METHOD OF TESTING**

- 3.1** Tests shall be conducted in accordance with the following methods:
- 3.1.1 Compressive Strength:** ASTM C579 Method B, *Compressive Strength of Chemical Resistant Mortars, Grouts, Monolithic Surfacing, and Polymer Concretes*. The two components of the resin are to be thoroughly mixed in their appropriate ratios specified by the manufacturer. The samples shall then be prepared according to the conditioning requirements of ASTM C579 and allowed to cure for 7 days at 23 ± 2°C.
- 3.1.2 Tensile Strength and Elongation:** ASTM D638, *Tensile Properties of Plastics*, Specimen Type I or Type II. Samples shall be cured at 23 ± 2°C (73.4 ± 3.6°F) and 50 ± 5% relative humidity. Speed of testing shall be at 0.5 in/min.
- 3.1.3 Water Absorption:** ASTM D570, *Water Absorption of Plastics*. Sample specimens shall be prepared according to section 4.1 and allowed to cure at 23 ± 2°C (73.4 ± 3.6°F) and 50 ± 5% relative humidity. Tests are then to be carried out as per section 6.1.
- 3.1.4 Shore D Hardness:** ASTM D2240, *Rubber Property – Durometer Hardness*. Specimen shall be prepared as per ASTM D570 section 4.1 and allowed to cure at 23 ± 2°C (73.4 ± 3.6°F).

## **SPECIAL NOTE FOR 3/8" EPOXY-URETHANE WATERPROOFING OVERLAY FOR BRIDGE DECKS**

- 3.1.5 Gel Time:** The following procedure shall be used to determine gel time. Measure 4 oz. of Part A and 2 oz. of Part B each at 25°C (77°F), into an unwaxed paper cup and record the time and mix immediately. 100 gms of this mixture shall be poured into a 6 oz. unwaxed paper cup and placed on a wooden bench top. Starting twenty minutes from the time recorded above, the mixture shall be probed every two minutes with a small stick until a small ball forms in the center of the container. The total time, including mixing, required for the ball to form shall be regarded as the gel time. The test shall be performed in a room or enclosed area maintained at  $25 \pm 2^{\circ}\text{C}$  ( $77 \pm 3.6^{\circ}\text{F}$ ) and  $50 \pm 5\%$  relative humidity.
- 3.1.6 LA Abrasion, AASHTO T96 35% Max**
- 3.1.7 Adhesion to Concrete:** ACI-503-R; Pull Out Test.
- 3.1.8 Flexural Yield Strength:** ASTM D-790.
- 3.1.9 Thermal Compatibility:** ASTM C884, Determination if specimens are susceptible to debonding when subjected to temperature changes.

## **4. CONSTRUCTION PRACTICE**

### **4.1 Surface Preparation**

- 4.1.1** Perform full depth patching in accordance with the requirements of Section 606.03.05. All patching materials shall be in accordance with the requirements of Section 601 and be free of Magnesium Phosphate.
- 4.1.2** Patching shall be scheduled so that the bridge can be open to traffic during all non-working hours.
- 4.1.3** Partial depth patching system shall be approved by resin manufacturer and be completed prior to the polymer overlay. Completion of Partial Depth Patching including removal of concrete, cleaning, and placing the material will not be measured for payment and shall be considered incidental to "Epoxy-Urethane Waterproofing Overlay". The pay item includes additional quantity for partial depth patching.
- 4.1.4** The entire concrete deck shall be cleaned by shot blasting to remove any oil, dirt, rubber or any other potentially detrimental material such as curing compound and laitances which, in the manufacturer and engineer's opinion, would prevent proper bonding to and curing of the material. Ensure the shot blasting has obliterated all pavement markings. Produce a

## **SPECIAL NOTE FOR 3/8" EPOXY-URETHANE WATERPROOFING OVERLAY FOR BRIDGE DECKS**

surface relief that meets the International Concrete Repair Institute (ICRI) Surface Preparation CSP 5-7.

- 4.1.5** In areas that the shot blasting equipment cannot reach (i.e., along curbs and median walls) or cannot remove (pavement marking, asphalt, etc.), sandblasting and walk behind grinders are permitted to an extent satisfactory to the manufacturer and engineer. This should be performed prior to the shotblasting whenever applicable and practical.
- 4.1.6** Protect the bridge deck expansion joints, armored edges, drains, etc... with a bond breaker that can adequately seal the joints from the epoxy.
- 4.1.7** The overlay application equipment is allowed to drive on the deck surface during application provided precautions have been taken to insure that the deck surface will not become contaminated. For any reason traffic is to be allowed on the deck after surface preparation, or between layers, a visual inspection by the manufacturer and state engineer will be required to determine if additional surface preparation is needed before applying material.
- 4.1.8** All surfaces to be treated shall be dry at the time of application. Immediately before the application of any liquids, all prepared surfaces shall be cleaned with compressed air (or vacuumed) to remove dust and debris.
- 4.1.9** The application of the system shall not be made when it has rained 24 hours before application or rain is forecast (greater than 50%) within eight hours after application or as determined by the manufacturer (fog and high humidity will not impede the application of or affect the performance of the overlay). If waiting for 24 hours is impractical, then the moisture content in concrete substrate shall not exceed 4.5% when measured by an electronic moisture meter. Any exception shall be determined by the moisture content present in the deck which shall not exceed 75% of air entrainment in the mix design.
- 4.1.10** Materials shall be placed when the ambient air and bridge deck surface temperatures are greater than 55 deg F and less than 90 deg F.

### **4.2 Application of Overlay System**

- 4.2.1** **The manufacturer of the epoxy-urethane overlay material shall have a representative on the jobsite at all times who has proven experience**



## **SPECIAL NOTE FOR 3/8" EPOXY-URETHANE WATERPROOFING OVERLAY FOR BRIDGE DECKS**

**with the resin system and with guiding and assisting installers in the polymer overlay system installation.** Who, upon consultation with the engineer, may suspend any item of work that is suspect and does not meet the requirements of this specification. Resumption of work will occur only after the manufacturer's representative and the engineer are satisfied that appropriate remedial action has been taken by the contractor.

- 4.2.2** The overlay shall be applied on all deck areas using metering, mixing and distribution machinery **approved by the manufacturer of the epoxy-urethane overlay system.** Ratio check verification at the pump outlets as well as cycle counting capabilities to monitor output will be standard features.
- 4.2.3** The number of layers (a minimum of two), excluding the pre-treatment if required and the application rates of the liquid in the various layers shall be as recommended by the manufacturer in order to achieve an average overlay thickness of 3/8".
- 4.2.4** **Hand mixing of material is not permitted.**
- 4.2.5** **Application of Pre-treatment**

### **Crack Filling (Pre-treatment as required)**

**Application of the Liquid:** After mechanically measuring and mixing of the components, the liquid shall be evenly distributed on the clean, dry deck surface at the rate/process recommended by the manufacturer. The overlay application equipment may drive on this layer (prior to being cured) when applying the overlay system. If the overlay application is going to be applied after 6-8 hours of the pretreatments application, a medium size coarse silica sand shall be broadcasted evenly into the pre-treatment system (prior to it curing) as directed by the manufacturer.

### **4.2.6 Overlay (First and Second Layers)**

**Application of Liquid:** Prior to the application, if there exists any excess or loose aggregate from the previous coat, such excess aggregate shall be completely removed by vacuum or with compressed air. After mixing of the components via the mechanical application equipment, the liquid shall be evenly distributed on the clean, dry deck surface at the rate recommended by the manufacturer.

- 4.2.7** After the application of the liquid in the first and second coats, the maximum time allowed before broadcasting of the aggregate is as follows:



**SPECIAL NOTE FOR 3/8" EPOXY-URETHANE WATERPROOFING OVERLAY FOR  
BRIDGE DECKS**

Above 90°F	.....	10 minutes
80°F to 90°F	.....	15 minutes
70°F to 80°F	.....	20 minutes
60°F to 70°F	.....	25 minutes
55°F to 60°F	.....	35 minutes

- 4.2.8    **No vehicle shall be allowed on the overlay during the curing period.**
- 4.2.9    Broadcasting on decks shall be by truck-mounted equipment capable of dispensing the aggregate onto the deck in a uniform manner as directed or otherwise approved by the manufacturer of the epoxy-urethane overlay.
- 4.2.10   The aggregate shall be broadcast as described below in a manner to cover the surface so that no wet spots appear and before the co-polymer begins to gel (see section 3.1.5). The aggregate must be dropped vertically in such a manner that the level of the liquid is not disturbed. Reclaimed aggregate is prohibited.

4.2.10.1   In the first and second layers of **the polymer overlay system**, the aggregate conforming to Table 3 shall be broadcast to saturation.
- 4.2.11   **Removal of Excess Aggregate:** After the overlay has hardened, removal of all loose and excess aggregate with a power vacuum or other method shall be made prior to the application of subsequent coats.
- 4.2.12   **Joints in the Overlay:** (i.e., between two adjacent lanes) shall be staggered 6 to 12 inches and overlapped between successive coats so that no ridges will appear. Prior to applying the first or second layer, duct tape shall be used to ensure a straight edge is created. The use of chalk lines can be used when applying the first layer only.
- 4.2.13   **Traffic may be allowed** on the final layer (or in between layers) after the resin has cured (as determined by the manufacturer) and after removal of all excess, loose aggregate.
- 4.2.14   The prepared surface may be opened to traffic for no more than 24 hours. A light shot blast will be required prior to applying the pretreatment or first layer. A visual inspection by the inspector and manufacturer shall occur to ensure no additional prep is necessary to remove oil, tar, brake/tire residue, etc. After 24 hours, prep shall be per section 4.1.4.
- 4.2.15   The pretreatment with aggregate or first layer may be opened to traffic for no more than 24 hours. Prior to application of second layer, the inspector and manufacturer rep shall inspect the pretreatment with aggregate or first

## **SPECIAL NOTE FOR 3/8" EPOXY-URETHANE WATERPROOFING OVERLAY FOR BRIDGE DECKS**

layer to ensure no additional surface prep is required to remove oil, brake/tire residue, etc. After 24 hours, prep shall be per section 4.1.4.

- 4.2.16** Seams in the Overlay shall not be present between lanes. Driving lanes next to shoulders must be done in the same application pass so no additional seams/joints in overlay are created.

### **5. STORAGE AND HANDLING**

- 5.1 Liquid Material:** All material shall be transported and stored in their original containers inside a dry, temperature controlled facility and maintained at a manufacturer recommended temperature.
- 5.2 Job Site Storage:** The materials shall be stored on the jobsite in a dry, weather protected facility away from moisture and within the temperature range of 60°F to 90°F. When the materials are transported or stored on the job in the application machine tanks, the material must also be maintained at a temperature of 60°F to 90°F. Outdoor storage is permitted with manufacturer's approval.
- 5.3 Handling of Liquid Materials on the Job:** Protective gloves, clothing, and goggles shall be provided to workers and inspectors directly exposed to the material if required. Product safety data sheets shall be provided to all workers and inspectors as obtained from the manufacturer.
- 5.4 Packing Requirement:** All materials must be packaged in strong, substantial containers. The containers shall be identified as Part A and Part B and shall be plainly marked with the name and address of the manufacturer, name of the product, mixing proportions and instructions, lot and batch numbers, date of manufacture, and quantity contained therein.
- 5.5 Aggregate:** All aggregate shall be stored in a dry, moisture-free atmosphere. The aggregate shall be fully protected from any contaminants on the jobsite and shall be stored so as not to be exposed to rain or other moisture sources.

### **6. SAMPLING AND ACCEPTANCE**

- 6.1 Product Acceptance:** The manufacturer of the system shall provide evidence of field performance, lab performance with infrared spectra in order to obtain state approval of the overlay system for use on the project:

#### **6.1.1 Independent Lab Performance**

## **SPECIAL NOTE FOR 3/8" EPOXY-URETHANE WATERPROOFING OVERLAY FOR BRIDGE DECKS**

A nationally recognized independent lab must verify that the material:

1. Has the capability of preventing the ingress of essentially all the chloride ions into the concrete at 1" depth when tested according to NCHRP-244 method.
2. Has the capability to de-activate the existing chloride ions present in the concrete specimen so that the corrosion of steel rebars embedded in the concrete stop corroding.
3. When tested as per Tables 1 and 2 fully comply with the test results specified for cured system.

**6.1.2 Infrared Spectrograph:** In addition to the initial certification process each manufacturer shall furnish the state an infrared spectra of each component of system for its permanent record and for individual installation verification.

**6.1.3 Field Performance:** The selected polymer overlay system must have at least two years of satisfactory performance for non-interstate use and four years of satisfactory performance for interstate use in similar environmental conditions as the project in which it will be used.

**6.2 Certification for Compliance:** At the pre-construction conference, the contractor shall notify the state project engineer of the source of material.

**6.2.1 Independent Test Lab Report:** Test results certified and verified by a nationally recognized independent testing laboratory verifying properties of the cured system as per Table 1 & 2 shall be submitted to the engineer for approval prior to the pre-construction conference. This certification shall be provided on each lot number to be used on the project.

**6.2.2 Infrared Spectra:** Infrared spectra of each component from each lot/batch number (to be used on the project) shall be submitted with the independent lab certification.

**6.2.3 Test Sample for DOT Laboratory:** The manufacturer shall furnish at least a one-quart sample of each component from each lot/batch to the DOT laboratory to verify material supplied by the manufacturer. Material shall be taken at job site.

### **6.3 Performance Acceptance**

**6.3.1 Thickness Verification:** At the end of each day, the contractor will submit to the inspector/project engineer a signed project report stating the number of square yards applied, number of gallons used (for pretreatment

**SPECIAL NOTE FOR 3/8" EPOXY-URETHANE WATERPROOFING OVERLAY FOR  
BRIDGE DECKS**

and overlay) and number of pounds of aggregate estimated to have been used. In addition, the contractor shall verify to the State that the overlay is an average of at least 3/8" thick at three random locations agreed upon by the state engineer and material manufacturer representative. If 3/8" average is not achieved, a retest shall be performed in adjoining areas. Thin areas shall be re-coated as described above by the contractor and re-verified at no additional cost to the State. This verification may consist of cores, holes, etc., but in all cases, any destructively tested areas shall be repaired by the contractor before final acceptance by the engineer.

**7. MEASUREMENT**

- 7.1 Epoxy-Urethane Waterproofing Overlay.** The Department will measure the overlay application in Square Feet.
- 7.2 Shotblasting.** The Department will measure "Blast Cleaning" in Square Yard. The Department will only measure this quantity once for any area to be shotblast. Additional blast cleaning to meet the requirements of this note shall be performed at the Contractor's expense.
- 7.3 Partial Depth Patching.** Partial Depth Patching will not be measured for payment, but shall be considered incidental to "Epoxy-Urethane Waterproofing Overlay".
- 7.4 Full Depth Patching.** The Department will measure "Concrete Class M Full Depth Patching" in Cubic Yard.

**8. PAYMENT**

- 8.1 Epoxy-Urethane Waterproofing Overlay.** The Department will pay for the measured quantities at the Contract unit bid price for "Epoxy-Urethane Waterproofing".
- 8.2 Shotblasting.** The payment at the contract unit price for the pay item "Blast Cleaning" shall include all labor, equipment and material needed to complete the task as described in paragraphs 4.1.4 and 4.1.5.
- 8.3 Full Depth Patching.** The payment at the contract unit price shall include all labor, equipment and material needed to complete this task. The Department will not measure material removal, forming, blast cleaning, or retying steel reinforcement in the patches and will consider this work incidental to the pay item "Concrete Class M Full Depth Patching".

The Department will make payment under the following:

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Special Note for 3/8" Epoxy-Urethane Waterproofing Overlay for Bridge Decks –

**SPECIAL NOTE FOR 3/8” EPOXY-URETHANE WATERPROOFING OVERLAY FOR  
BRIDGE DECKS**

<b><u>Code</u></b>	<b><u>Pay Item</u></b>	<b><u>Pay Unit</u></b>
23331EC	Epoxy-Urethane Waterproofing	SQFT
08549	Blast Cleaning	SQYD
08526	CONC Class M Full Depth Patch	CUYD

END OF SPECIAL NOTE

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

### **I. DESCRIPTION**

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

This work consists of the following:

- (1) Furnish all labor, materials, tools, and equipment.
- (2) Remove existing concrete and joint material to eliminate the transverse joint.
- (3) Install additional steel reinforcement, armored edges, and new concrete as specified and in accordance with the attached detail drawings.
- (4) Maintain and control traffic.
- (5) Any other work specified as part of this contract.

### **II. MATERIALS**

- A. Class "M" Concrete.** Use either "M1" or "M2". See Section 601.
- B. Steel Reinforcement.** Use Grade 60. See Section 602.
- C. Epoxy Bond Coat.** See Section 511.

### **III. CONSTRUCTION**

- A. Remove Existing Materials.** Remove the existing transverse joints, joint filler, and specified areas of concrete as shown on the attached detail drawings or as directed by the Engineer. Dispose of all removed material entirely away from the job site. This work is incidental to the contract unit price for "Eliminate Transverse Joint".  
Clean and leave all existing steel reinforcement encountered in place. Damaged steel reinforcement will be repaired/replaced as directed by the Engineer at no additional cost to the Department.
- B. Install Reinforcement.** Install steel reinforcement as shown on the detailed drawings.
- C. Place New Concrete.** After all specified existing materials have been removed, place new Class "M" Concrete to match existing grade.  
On the sidewalk or curb, place the new concrete to original grade as shown on the detail drawings and finish to match the existing curb/sidewalk.  
Blast clean all areas of existing concrete and structural steel to come in contact with new concrete until free of all laitance and deleterious substances immediately prior to the placement of the Class "M" Concrete. The surface areas of existing concrete to come in contact with the new Class "M" Concrete are to be coated with an epoxy bond coat immediately prior to placing new concrete in accordance with Section 511. The interfaces of the new and old concrete shall be as nearly vertical and horizontal as possible.

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

**IV. MEASUREMENT**

- A. Eliminate Transverse Joint.** The Department will measure the quantity in linear feet as shown on the detailed drawings.
- B. Steel Reinforcement.** See Section 602.

**V. PAYMENT**

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

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

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

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

This work consists of the following: (1) Furnish all labor, materials, tools, and equipment; (2) Remove existing bridge joint seals; (3) Install new joint seals; (4) Maintain and control traffic; (5) Any other work specified as part of this contract.

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

**II. MATERIALS.**

- A. Joint Seal.** It shall have a cellular, or micro-cell, polyurethane foam impregnated with a hydrophobic acrylic emulsion, or a hydrophobic polymer. The polyurethane foam external facing shall be factory coated and cured with highway-grade, fuel resistant silicone or a highway-grade elastomeric coating at a width greater than the maximum joint expansion.

**III. CONSTRUCTION.**

- A. Remove Existing Materials.** Remove existing joint seal as shown on the attached sketches. Remove debris and/or expansion joint filler as directed by the Engineer.

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

- B. Joint Seal.** Seal shall be installed in accordance with manufacturer's recommendations concerning approved adhesives, welds between sticks and appurtenances, and adhesion to concrete deck or armored edges. Joint seal is to be installed ½" recessed from the surface.

- C. Shop Plans.** Shop plans will not be required. The Contractor is responsible for obtaining field measurements and supplying properly sized materials to complete the work.

**IV. MEASUREMENT.**

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

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

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



## **SPECIAL NOTE FOR EMBEDDED GALVANIC ANODES**

### **I. DESCRIPTION**

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

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

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

### **II. REFERENCES**

- A. ACI 222R-19 – Guide to Protection of Reinforcing Steel in Concrete against Corrosion (2019)
- B. ASTM B418-16a – Standard Specification for Cast and Wrought Galvanic Zinc Anodes (2021)
- C. ICRI Guideline 310.1R – Guide for Surface Preparation for the Repair of Deteriorated Concrete Resulting from Reinforcing Steel Corrosion (2008)

### **III. ADDITIONAL SOURCES OF INFORMATION**

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

- A. ACI RAP Bulletin 8 – Field Guide to Concrete Repair Application Procedures: Installation of Embedded Galvanic Anodes (2010)
- B. ISO 12696 – Cathodic Protection of Steel in Concrete (2016)

### **IV. MATERIALS**

#### **1. Embedded Galvanic Anodes**

Use a product in any appropriate phase of review in the Kentucky Product Evaluation List (KYPEL). <http://kypel.engr.uky.edu/Login.aspx/>. Phase explanations can be found at <http://kypel.engr.uky.edu/PhaseExplanation.aspx> . Product chosen must be submitted and approved by the Engineer before use.

Embedded galvanic anodes shall meet the following requirements:

- A. The anode shall have approximate dimensions of 1.3 in. x 1.38 in. x 5.12 in.
- B. The anode shall be pre-manufactured.
- C. The zinc core shall consist of a minimum of 5.6 oz (160 grams) of zinc in compliance with ASTM B418 Type II.
- D. The zinc core shall be cast around an integral un-spliced, uncoated, non-galvanized double loop steel tie wire in compliance with ASTM A1064 for

## **SPECIAL NOTE FOR EMBEDDED GALVANIC ANODES**

wrapping around the reinforcing steel and twisting to provide a durable steel-to-steel connection between the tie wire and the reinforcing steel.

- E. The zinc core shall be encased in a highly alkaline cementitious shell with a pH of 14 or greater.
- F. The anode shall contain no added constituents that are corrosive to reinforcing steel or detrimental to concrete according to ACI 222R, e.g. Chloride, bromide, sulfates, etc.
- G. The anode service life shall provide be a minimum of 20 years.

### **2. Patching Materials**

In addition to the requirements of the Special Note for Concrete Patching Repair, the patching material used to patch areas repaired using embedded galvanic anodes shall meet the following requirements:

- A. The mortar shall be an ionically conductive, cement-based repair mortar or concrete.
- B. Non-conductive repair materials such as epoxy, urethane, or magnesium phosphate shall not be permitted.
- C. Insulating materials such as epoxy bonding agents shall not be used unless otherwise called for in the design.

### **3. Storage**

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

## **V. CONSTRUCTION**

### **1. Submittals**

The Contractor shall submit installation and product data for the galvanic anode system including the following information:

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

### **2. Personnel**

- A. The contractor shall enlist and pay for the services of a cathodic protection technician (CPT) working under the direction of a cathodic protection specialist

## **SPECIAL NOTE FOR EMBEDDED GALVANIC ANODES**

(CPS) certified by NACE International with documented experience in design and installation Quality Control of cathodic protection systems for reinforced concrete. The CPT shall be provided by the anode Manufacturer. CPT shall have a minimum of five years of documented experience installing cathodic protection systems for reinforced concrete.

- B. The contractor shall coordinate its work schedule with the designated CPT to allow for installation training during project startup and initial anode installation.
- C. The CPT shall be responsible for training the contractor's employees and State personnel in the following areas:
  - a. Anode storage and handling safety precautions.
  - b. Verification of reinforcing steel electrical continuity and electrical continuity corrections.
  - c. Anode installation process.
- D. The CPT shall prepare and submit to the Contractor a letter report certifying that the installation training has been completed containing the date(s) when training occurred, the names of personnel trained, and that the individuals demonstrated competency in the various aspects of the installation and quality control procedures.

### **3. Concrete Removal**

- A. Remove loose or delaminated concrete as per the requirements of the Special Note for Concrete Patching Repair.
- B. Undercut all exposed reinforcing steel by removing concrete from the full circumference of the steel as per ICRI R370.1R. The minimum clearance between the concrete substrate and the reinforcing steel shall be 3/4 in. or 1/4 in. larger than the top size aggregate in the repair material, whichever is greater.

### **4. Cleaning and Repairing Reinforcing Steel**

- A. Clean exposed reinforcing steel of rust, mortar, etc. to provide sufficient electrical connection and mechanical bond.
- B. If significant reduction in the cross section of the reinforcing steel has occurred, replace or install supplemental reinforcement as directed by the Engineer.
- C. Secure loose reinforcing steel by tying tightly to other bars with steel tie wire.
- D. Verify electrical continuity of all reinforcing steel, including supplemental steel, as per Section 6 below.

### **5. Surface Conditioning of Concrete**

- A. Concrete patches shall be square or rectangular in shape with square corners per ICRI Guideline 310.1R.
- B. Saw cut boundaries shall be as per the requirements of the Special Note for Concrete Patching Repair.
- C. Create a clean, sound substrate by removing bond-inhibiting materials in the patch area with high pressure water blasting or abrasive materials. All waste materials shall be collected and disposed of away from site or as approved by the Engineer.

## **SPECIAL NOTE FOR EMBEDDED GALVANIC ANODES**

### **6. Electrical Continuity**

- A. Confirm electrical connection between the anode tie wire and reinforcing steel by measuring DC resistance (ohm W) or DC potential (mV) with a multi-meter. Electrical connection is acceptable if the DC resistance measured with the multi-meter is 1 W or less or the DC potential is 1 mV or less.
- B. Confirm electrical continuity of the exposed reinforcing steel within the repair area. Electrical continuity shall be established by tying discontinuous steel to continuous steel using steel tie wire when necessary. Electrical continuity within the repair area is acceptable if the DC resistance measured with multi-meter is 1 W or less or the potential is 1 mV or less.

### **7. Galvanic Anode Installation**

- A. Galvanic anodes shall be installed along the perimeter of the patch area at a maximum spacing of approximately 12 inches on center. The Engineer may need to adjust the number of anodes in the repair based on changes in the reinforcement density and level of chloride in the concrete.
- B. Place the galvanic anodes as close as possible to the interface with the parent concrete (maximum 4 in.) while still providing sufficient clearance between anodes and substrate to allow the repair material to fully encase the anode.
  - a. If bar fit grooves are provided, place the anode so that the groove fits along the bar.
  - b. The anodes shall be installed such that there is at least 1 in. of concrete cover.
  - c. If less than 1 in. (25 mm) of concrete cover is expected, place anode beneath the bar and secure to clean reinforcing steel.
- C. Wrap the tie wires around the clean reinforcing steel at least one full turn in opposite directions and bring the two free ends together and twist tight to create a secure electrical connection and allow no anode movement during concrete placement. Electrical continuity of the anodes and existing reinforcing steel network shall be confirmed by the Engineer prior to form installation.
- D. Install anodes and concrete patch material promptly after preparation of the patch area substrate and reinforcement. Anodes shall not be exposed to water for longer than 20 minutes.

### **8. Patching Material Installation**

Place patching material as per the requirements of the Special Note for Concrete Patching Repair. If patching materials have a saturated bulk resistivity of 50,000 ohm-cm or greater, pack another repair mortar with a resistivity of 15,000 ohm-cm or less between the anode and the substrate to provide an ionically conductive path to the substrate.

## **SPECIAL NOTE FOR EMBEDDED GALVANIC ANODES**

### **VI. MEASUREMENT**

- A. **Galvanic Anode.** The embedded galvanic anodes will be individually measured for payment. The quantity of anodes listed on the plans is estimated based on the estimated size of the concrete patches. The areas of patching were determined from inspection and are shown on the plans. The final locations and number of anodes required shall be as determined by the Engineer.

### **VII. PAYMENT**

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

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

### **I. DESCRIPTION**

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

This work consists of the following:

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

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

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

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

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

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

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

### **III. CONSTRUCTION**

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

**SPECIAL NOTE FOR EPOXY INJECTION CRACK REPAIR**

**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 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. **Self-Consolidating Concrete.** Refer to list of approved materials or Kentucky Product Evaluation List.
- B. **Vertical and Overhead Patch Material.** From approved KYTC Division of Materials List.
- C. **Steel Reinforcement.** Use Grade 60. See Section 602
- D. **Welded Steel Wire Fabric (WWF).** Conform to Section 811
- E. **Hook Fasteners.** Use commercial grade galvanized hook fasteners. Minimum 3/16" diameter.

**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.

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

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 ½" 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. For repairs greater than 1 square foot in surface area, the contractor must use self-consolidating repairs and use a form-and-pour technique (hand application is not allowed). Vertical and Overhead Patching material may be applied by hand troweling for repairs less than one square foot. The Engineer shall approve the Contractor's method of placing and consolidating the concrete prior to the beginning of this operation.

- D. Curing.** On completion of finishing operation, patching concrete shall immediately be prevented from drying out and cracking by fogging, wetting,

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

and/or any appropriate method approved by the Engineer. Curing shall continue for the duration recommended by the product manufacturer.

- F. **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.

## **SPECIAL NOTE FOR CONCRETE COATING**

- B. Apply Ordinary Surface Finish.** In addition to new concrete, areas receiving epoxy injection, concrete patching, and other surface imperfections, including areas of minor cracking, should receive Ordinary Surface Finish in accordance with Section 601.03.18 of the Standard Specifications. Use mortar of the same cement and fine aggregate as the concrete patching, or as directed by the Engineer. Payment will be incidental to Concrete Sealing.
- C. Areas to Receive Concrete Coating:**
1. Substructure Units under open, closed, and/or sealed transverse deck joints:  
Every exposed surface above a point 6" below ground or fill line of abutments, wing walls, end bent and pier caps, pedestals, back walls, columns, and exposed footings.
  2. Other areas of the bridge as specified in the drawings.
- D. Prepare Concrete Surfaces for Repair.** All areas specified shall be pressure washed. Equip the pressure washers with calibrated gages and pressure regulators to ascertain and regulate water pressure. All equipment for pressure washing shall be operated at a minimum pressure of up 3,500 to 4,500 psi with 0-degree spinner tip and/or fan tips as determined by the engineer at the working location with a minimum flow rate of 3.5 gal/minute provided that these pressures do not damage any components of the structure. Pressure and flow rates shall be reduced to a level satisfactory to the Engineer should any damage occur due to power washing procedures. The washing wand must be approximately perpendicular to the washed surface and within a maximum of 12 inches of the surface. Wand extensions greater than 36 inches will be subject to Division of Construction approval. Pressure washing of any bridge element will proceed from top of wash area to bottom of wash area. Perform all pressure washing at temperatures above 40 degrees Fahrenheit.
- E. Apply Concrete Coating.** All areas specified shall have concrete coating applied to as specified after debris removal and power washing. New concrete shall be allowed to properly cure in accordance with the manufacturer's recommendations prior to application. Use compressed air to remove any loose debris from the surfaces that are to be coated after power washing. All coatings shall be applied within manufacturers recommended dry film thickness range. Comply with KYTC "Standard Specifications for Road and Bridge Construction" Section 614.03.02 and coatings supplier recommended conditions for application. Allow the surfaces to be coated to dry a minimum of 24 hours before any coating is applied. The coating must be applied with 72 hours of pressure washing. The coating must be applied to a clean and dry surface. All coating application shall be executed using brushes, rollers, etc. No spray application will be permitted. The Department requires acceptance testing of samples obtained on a per-lot basis per-shipment. The Division of Materials shall perform acceptance testing. Test samples shall be taken at the Contractor's paint storage site. Department personnel shall perform sampling. Allow (10) working days for testing and approval of the sampled paint. It is the Contractor's responsibility to maintain an adequate inventory of approved paint. The Department shall assume no responsibility for lost work due to rejection of paint or approved paint subsequently found to be defective during the application process. Perform all concrete coating application at temperatures above 40 degrees Fahrenheit or in accordance with manufactures specifications.

**SPECIAL NOTE FOR CONCRETE COATING**

**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 STRUCTURAL ADHESIVES  
WITH EXTENDED CONTACT TIME**

This Special Note will apply where indicated on the plans or in the proposal. Section references herein are to the Department’s Current Standard Specifications for Road and Bridge Construction.

**1.0 DESCRIPTION.** As an alternate to Type V epoxy, as specified in Subsection 826.02, the Department may allow other structural adhesives to bond plastic concrete to hardened concrete providing the requirements herein are met.

**2.0 MATERIALS.** Select from the Department's List of Approved Products. Manufacturers desiring to have their products placed on the list shall submit liter samples and appropriate laboratory data to the Division of Materials, 1227 Wilkinson Boulevard, Frankfort, KY 40622 for evaluation.

The Department will test the sample to verify that the product meets the performance criteria submitted by the manufacturer. In addition the Department will perform an infrared scan of the individual components. The resulting spectra will be a reference for field check samples to assure uniformity in chemical formulation of the product.

**2.1 Properties of the Mixed Adhesive.** Ensure a 90 minute pot life at 73 °F and 50 percent R. H.

**2.2 Properties of the Cured Adhesive.**

- 1) Compressive Strength (ASTM C-109). 7 Day: 5,000 psi minimum.
- 2) Bond Strength (ASTM C-882 Modified) at 14 Days\*.  
0 Hours Contact Time: 2,000 psi minimum.  
16 Hours Contact Time: 1,500 psi minimum.
- 3) The adhesive shall not produce a vapor barrier.

\* ASTM C-882 is modified to allow for the 16-hour contact time. Contact time is the time allowed between application of the bonding agent and placement of the plastic concrete.

**3.0 CONSTRUCTION.**

**3.1 Acceptance.** Do not use the material until the Engineer verifies, by visual inspection, that the material is from the Department’s List of Approved Materials. Submit a 0.2 ounce field check sample of each component to the Engineer for infrared analysis.

**3.2 Surface Preparation.** Sand blast steel surfaces to be coated to a white metal finish. Sand blast or clean by other approved mechanical means concrete surfaces. Ensure the surface is clean, sound and saturated surface dry but free of standing water. Remove dust, laitance, grease, curing compounds and any foreign particles just before applying the adhesive.

**4.0 MEASUREMENT AND PAYMENT.** The Department will not measure the adhesive or its application for payment and will consider it incidental to the concrete.

October 2, 2023

## **SPECIAL NOTE FOR CABLE BAND BOLT REPLACEMENT**

### **1 GENERAL**

#### **1.01 DESCRIPTION**

- A. This work shall consist of the removal of existing cable band bolts, installation of new cable band bolts, tightening to specified tension and rechecking of the tension of Cable Band Bolts. All Cable Band Bolts shall be replaced. Work performed also includes removal of old caulking, cleaning, and application of new caulking at the longitudinal and circumferential joints. After caulking has cured, all new caulking and new Cable Band Bolts shall be painted as per Section 614 "Maintenance Cleaning and Painting Steel Bridges". Painting required by the Special Note and Standard Specifications shall only include the prime coat.
- B. Unless otherwise noted, all materials removed as part of this work shall become the property of the Contractor and shall be removed from the work site in an environmentally safe manner, at no additional cost to KYTC.
- C. Access to the main cable shall be provided as required as part of the Special Note for Suspender Rope Replacement to adequately complete the work. Cable band bolt replacement work shall occur before Suspender Rope Replacement work and utilize the same access.

#### **1.02 MISCELLANEOUS REQUIREMENTS**

- A. The work shall include the following:
  - 1. The removal of existing cable band caulking groove filler material and cleaning of groove surfaces.
  - 2. Cleaning of extensometer holes and threads in the existing cable band bolts to bare metal.
  - 3. All bolts shall be measured, and the length recorded before any detensioning at that location has occurred. Then the unloaded length measured and recorded again after removal in order to determine the load in all existing bolts.
  - 4. Removal and reinstallation of existing hand rope stanchions (or installation of new hand rope stanchions), necklace lighting, and other items of interference for access purposes.
  - 5. Replacement of all bolts on cable bands, in accordance with the provided sequence, one at a time.
  - 6. Tensioning of all bolts, one at a time, to the required extension as specified in herein.
  - 7. Rechecking the extension in each cable band bolt, and re-tensioning the cable band bolts to the specified extension, as required.



## **SPECIAL NOTE FOR CABLE BAND BOLT REPLACEMENT**

8. Rechecking the extension in each cable band bolt after the new suspender ropes have been installed, and re-tensioning the cable band bolts to the specified extension, as required.
9. Complete recaulking of the cable bands with new material of type specified.
10. Painting new caulking material and new cable band bolts per Section 614 "Maintenance Cleaning and Painting Steel Bridges". Painting shall only include a prime coat.

### **1.03 SUBMITTALS**

- A. Submit the following for approval prior to starting sitework:
  1. Proposed method and sequence of operations for performing the work, and qualifications of the personnel assigned. The schedule shall incorporate coordination related to other activities on the main cables.
  2. Cable band bolt assembly shop drawings.
  3. Bolt manufacturer's quality control and testing records to the Engineer for acceptance. Include certified copies of mill reports covering chemical and physical properties.
  4. Extensometer shop drawings.
  5. Extensometer calibration documentation.
  6. Detailed de-tensioning and tensioning records to the Engineer for acceptance, including the investigation of all bolts to get initial extension present in the existing bolts.
  7. No material shall be ordered or fabricated prior to the approval by the Engineer of shop drawings, fabrication procedures, and/or catalog cuts.

## **2 MATERIALS**

Materials furnished and work performed under this section shall comply with following requirements:

### **2.01 CAULKING MATERIAL**

- A. The caulking material shall be Soudaseal FC or approved equal.
- B. The color of the compound shall match as closely as possible the adjacent surfaces or be as directed by the Engineer.
- C. The acceptance of this material shall be based on the Manufacturer's certification.

### **2.02 NEW CABLE BAND BOLTS**

### **SPECIAL NOTE FOR CABLE BAND BOLT REPLACEMENT**

- A. Nine hundred (900) new bolt, nut and washer assemblies shall be procured and supplied by the Contractor – eight hundred and eighty (880) bolt assemblies require to be replaced and twenty (20) are spare assemblies. A bolt assembly includes the bolt, nut and washer. Bolt dimensions shall match the contract drawings. The Contractor shall carry out installation as required by this specification.
- B. Additional new bolt assemblies, if required, shall be furnished as directed by the Engineer.
- C. The Contractor shall furnish high tensile stress 1½” diameter, 12½” long bolts conforming to ASTM A354, Grade BC. Threads shall be 8 pitch thread series, classes 2A (external) and 2B (internal) fit in accordance with ANSI B 1.1 and the nuts shall conform to ASTM A563 Grade C Heavy Hexagonal. Contractor may elect to substitute A194 Grade 2H Heavy Hexagonal Nuts for A563 Grade C. Nuts are to be washer faced one side. Washers shall conform to ASTM F436 Type 1.
- D. As ordered by the Engineer, ten tensile tests, using a full-sized finishing bolt shall be made on each lot of bolts furnished for this contract. The yield strength, ultimate strength and elongation shall meet the ASTM requirements. The full-sized bolts tested in tension shall be fitted with the nut fabricated for this Contract. Bolt assembly test results shall be provided to the Engineer with sufficient time to evaluate prior to beginning the work to replace the cable band bolts.
- E. Unused bolt and nut assemblies shall be delivered to KYTC at the end of the work.
- F. Contractor shall provide the additional bolt assemblies for testing as part of the cost for providing the bolt assemblies to be incorporated into the work. No additional compensation will be made. It is recommended that the bolt assemblies, both full length bolts and nuts, be provided in lots of appropriate sizes to minimize the number of bolt assemblies to be tested.

#### **2.03 PAINT**

- A. Following the curing of installed caulking, all new caulking and newly replaced bolts shall be field painted with a prime coat. Field painting shall conform to the requirements specified in Section 614 “Maintenance Cleaning and Painting Steel Bridges” unless otherwise noted on the Contract Drawings. All existing faying surfaces where new steel is to be installed shall be cleaned and receive the prime coat. 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. All new structural steel shall be painted with the prime coat only. Necessary touch up or repair of

## **SPECIAL NOTE FOR CABLE BAND BOLT REPLACEMENT**

the shop applied prime coat on the new steel may be performed in the field. All items necessary to complete painting as specified in this note shall be considered incidental to the unit price bid item for each work.

### **3 EXECUTION**

#### **3.01 CONSTRUCTION DETAILS**

- A. Supply qualified iron workers and the proper equipment at the jobsite to carry out the work. The equipment shall include but is not limited to a Torque Wrench with Multiplier for properly tensioning the bolts to the specified tension as required and as approved by the Engineer. A minimum of two (2) extensometers capable of measuring to the thousandth of an inch (0.000") shall be furnished and supplied by the Contractor to complete the work. The extensometers shall be the property of KYTC at the end of the Contract work.
- B. All bolts shall be tightened to a final tension as specified herein. All tightening operations, including tension measurement, shall be performed only in the presence of the Engineer.
- C. Cable band bolt replacement shall be done prior to suspender rope replacement and painting. The Contractor shall employ an extensometer (see the attached detail drawings) for the measuring of the cable band bolt lengths, under the observation of the Engineer. Details for the extensometer shall be submitted to the Engineer for approval. The Contractor shall submit bolt replacement procedures to the Engineer for approval.
- D. The following is a recommended procedure for cable band bolt replacement:
  - 1. Clean both ends of all existing cable band bolts.
  - 2. Measure and record all existing bolt lengths while still loaded.
  - 3. Remove the nut and cable band bolt number one from the cable band as identified in the provided sequence.
  - 4. Measure and record the unloaded existing bolt number one length.
  - 5. Measure and record the length of the new replacement bolt.
  - 6. Insert the new bolt into the cable band and tighten until an extension of 0.015" – 0.018" is achieved. Record the value of the final extension achieved during initial installation.
  - 7. Continue steps 3 through 6 for the rest of the cable band bolts in the provided sequence.

### **SPECIAL NOTE FOR CABLE BAND BOLT REPLACEMENT**

8. Once all bolts have been replaced, the Contractor shall remeasure, in sequence, all bolt lengths and record the values. If a bolt does not meet the required extensions, the nut shall be retightened until the required extension is achieved. The Contractor shall record the new length of the bolt and continue this procedure through the rest of the sequence, bringing all bolts within the tolerance for the required extension. This process is repeated until a complete check of all bolts, in sequence, produces lengths that are within the tolerance for the required extension without the need for retightening. All tensioning records shall be submitted to the Engineer for record.
  9. Following a successful final measurement for all bolts without the need for retightening during a complete measuring sequence, the 24 hour period begins.
  10. After 24 hours, step 8 shall be repeated until all bolts are within tolerance without the need for retightening any bolts during a complete measuring cycle.
  11. Following successful suspender rope installation, the cable band bolt extensions shall be rechecked in the same manner as in section 3.01.D.8 until all bolts are within tolerance.
  12. Following a successful bolt sequence check after suspender rope installation, the bolts and new caulking shall be painted per Section 614 with a prime coat.
- E. Existing cable band caulking material may contain lead wood or lead containing materials (LCMs). All hazardous materials shall be properly handled and disposed of per the Standard Specifications Section 614.03.08D.
- F. Existing caulking material shall be removed at all cable bands.
- G. Caulking shall be removed from both the top and bottom longitudinal joint (full depth) and along the circumference for each interface with the main cable (uphill and downhill).
- H. Cable band edges within 3/4" of caulking locations shall be wire brushed and cleaned of all debris prior to resealing with new caulking material.
- I. Depth of new caulking material shall be at least 3/4" within the cable band top longitudinal joints. Bottom longitudinal joints shall be left open to allow for water egress.
- J. Caulking installed at circumferential joints shall fill the reglet and contain a neatly placed smooth fillet from the face of the cable band to the surface

**SPECIAL NOTE FOR CABLE BAND BOLT REPLACEMENT**

of the main cable to promote diversion of water and to prevent accumulation of debris.

- K. Paint newly installed caulking in accordance with Section 607.03.23.

**4 BASIS OF PAYMENT**

**4.01 BASIS OF PAYMENT FOR BOLT REPLACEMENT**

- A. The contract price shall include the cost of all labor, materials, equipment, testing and all incidentals necessary to complete the work. Measurement will be for each bolt replacement.
- B. Payment includes furnishing new bolt assemblies, removing and disposing of old bolts, and installation of new bolt assemblies per the Contract Documents.
- C. All caulking and painting required at the cable bands for this work as indicated on the Contract Plans is included in the measurement for the bolt repair - cable band bolt replacement item.
- D. No additional payment will be made for repair of, or replacement of damaged material, which repair, or replacement was made necessary due to the Contractor’s Operations.

<u><i>Code</i></u>	<u><i>Pay Item</i></u>	<u><i>Pay Unit</i></u>
24085EC	Bolt Repair – Cable Band Bolt Replacement	EACH

## **Special Note for Suspender Rope Replacement**

### **PART 1 – GENERAL**

#### **1.1 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, equipment, and incidental items necessary to complete the work including fabricating, furnishing and erecting structural steel for all jacking frames, structural steel for transferring loads to the stiffening girder, and removal and replacement of suspender ropes.
- (2) Collect field measurements, including a survey of all suspender rope lengths, with traffic removed from the bridge.
- (3) Provide safe access to the bridge, in accordance with Section 107.01.01, for workers to complete the construction and for the Engineer to approve the work. Note: the Contractor shall temporarily disconnect the existing necklace lighting conduits to access the work locations. Following completion of the work, the conduits shall be reinstalled.
- (4) Perform following work items for each replacement sequence.
  - a. Install temporary supports at suspender replacement locations.
  - b. Remove existing suspender rope and connection hardware.
  - c. Clean and prime the existing structural steel in accordance with this note and the attached detail drawings.
  - d. Prepare and prime the new structural steel in accordance with this note and the attached detail drawings. New suspender ropes shall be painted using a three coat Noxyde paint system after installation is complete, as per the Contract Documents
  - e. Install proposed suspender ropes, anchorage assemblies, and connection hardware.
  - f. Remove temporary supports
  - g. Collect survey data of installed replacement suspenders
- (5) Contain all debris
- (6) Any other work specified as part of this contract.

#### **1.2 SUBMITTALS**

- A. Design drawings and calculations for Contractor's proposed jacking methods, temporary cable bands, temporary hangers, all components of jacking frames and tensioning systems including the secondary jacking frame used for long suspender rope removal and seating, shall be prepared, signed and sealed by a Professional Engineer licensed in the State of Kentucky and submitted for approval by the Engineer.
- B. The Contractor shall submit the proposed replacement sequence for approval by the Engineer. The replacement sequence shall prioritize replacing the suspenders with existing retrofits first.
- C. The Contractor shall, prior to preparing any shop drawings, take all necessary field measurements of the existing structures to verify the existing conditions and to ensure

the proper fit of the new structural steel and rope components to be installed under this Contract, including a survey of the existing bridge to collect the profile grade elevations at the centerline of the bridge and along the stiffening truss top chords. The survey shall include all the suspender rope lengths to an accuracy of 1/4". The accuracy of the Contractor's field measurements shall be sufficient to ensure a reasonable fit between the existing and new structural steel and rope components. All field measured dimensions, where shown on the shop drawings, shall be verified by the Contractor, prior to fabrication, and shall be clearly noted on the shop drawings as being field verified. Shop drawings shall be required for all members of the following:

1. Suspender Ropes and fittings. Note: there are two types of sockets, S1 and S2, as detailed on the Contract Drawings. Sockets are to be fabricated by WireCo or approved equal.
2. Temporary supports. Temporary support connection plates vary by location, as detailed in the Contract Drawings.
3. Jacking Frames
4. Connection Plates. Note there are three different sizes of connection plates as detailed in the Contract Drawings.

**D. Certified Test Reports**

1. Submit certified copies of all mill test reports required by specifications. Certified test reports shall be positively traceable to all of the steel wire ropes/strands and to their raw materials.
2. Submit certified copies of the bill of materials for all material delivered to the site.
3. Provide one certified copy of all production sampling examination results, mechanical testing results, galvanizing test results, ductility test results, test reports covering sampling, inspection, and including tension testing, pre-stretching, and length measurements.

**E. Full scale break tests shall be performed on the proposed ropes for the following locations:**

1. The two shortest ropes (A69 and M69) with the S2 type sockets
2. Two medium length ropes with S1 type sockets.

All testing data and results shall be submitted to the Engineer.

## **PART 2 – MATERIALS**

### **2.1 REQUIREMENTS**

- A. Structural Steel shall conform to the requirements of ASTM A709 Grade 50W and shall be hot-dip galvanized in accordance with ASTM A123. All steel shall meet the longitudinal Charpy V-notch toughness test for fracture critical steel in temperature zone 2 in accordance with the following:
1. M270 Gr 50W (up to 2" thickness) of 25ft-lbs at 40 deg F.
  2. Sampling and testing procedures shall be in accordance with AASHTO T243,

current edition, utilizing (H) frequency testing. When plate thickness exceeds 1 ½", frequency of testing shall be (P).

- B. All bolts, nuts, and washers shall conform to ASTM F3125. High strength bolts shall be 7/8" diameter Grade A325 Type 1. All high strength bolted field connections are to be installed using "Direct Tension Indicators" (DTI's) in accordance with the Standard Specifications and ASTM F959. All bolts, nuts, washers, and DTI's are to be mechanically galvanized in accordance with AASHTO M298, Class 50 (ASTM B695-04, Class 50). 10% of all newly installed high strength bolts shall have their tension verified with a calibrated torque wrench.
- C. New Suspender Ropes shall be in accordance with ASTM A603 and shall be 1 ¾" in diameter with IWRC and Class C Coating. Metallic Area shall be 1.47 square inches, weight shall be 5.24 lb/ft, modulus of elasticity shall be a minimum of 14,950 ksi and the ultimate strength of one part shall be 260 kips.
  - 1. Each Suspender rope shall be pre-stretched to a tension of 50% of its ultimate strength.
  - 2. After pre-stretching, each suspender rope shall be placed under a marking tension of 20% of the ultimate strength for measuring and marking.
  - 3. Each suspender rope shall have a full-length longitudinal red stripe painted under marking tension.
  - 4. Each suspender rope shall be marked at its center.
- D. Anchor Sockets shall be zinc poured open strand and shall conform to ASTM A148 Grade 105-85. They shall be hot-dip galvanized in accordance with ASTM A123 prior to attachment to suspender ropes.
  - 1. The panel point shall be stamped in the zinc on each socket/clevis.
- E. The Contractor shall procure additional lengths for the galvanized steel donut fillers in the instance when the new suspender ropes and connections plate do not align properly due to construction variations. Various sizes including ⅛", ¼", and ½" length donuts shall be onsite site for such instances so as not to delay the operation.

## **PART 3 – CONSTRUCTION**

### **3.1 REQUIREMENTS**

- A. **Dimensions.** The Contractor shall, prior to preparing any shop drawings, take all necessary field measurements of the existing structures to verify the existing conditions and to ensure the proper fit of the new structural steel components to be installed under this Contract, including a survey of all suspender rope lengths to an accuracy of ¼". The accuracy of the Contractor's field measurements shall be sufficient to ensure a reasonable fit between the existing and new structural steel and rope components. All field measured dimensions, where shown on the shop drawings, shall be verified by the Contractor, prior to fabrication, and shall be clearly noted on the shop drawings as being field verified.
- B. **Shop Drawings.** The Contractor shall submit full sets of prints of the detailed shop drawings for all structural steel to the Consultant for review in accordance with Section 607.03.01 of the Specifications.



- C. Live Load Restriction.** No live loads, including construction vehicles, are to be placed on the bridge while the bridge is temporarily supported. The area should be properly barricaded to prevent entrance of vehicles.
- D. Temporary Supports.** The Contractor shall submit for approval detailed plans and calculations for temporarily supporting the structure. All costs to design, construct, and remove the temporary support for the vertical suspenders to complete the necessary work are considered incidental to the unit bid price for Suspender Rope Replacement. For each temporary support, the Contractor shall prepare and submit for approval and design and plans stamped by a licensed Kentucky PE. The design shall conform to the AASHTO LRFD Bridge Design Specification or the Guide Design Specification for Bridge Temporary Works, or to another established and generally accepted design code or specification for such work. When manufactured devices are to be employed, the design shall not result in loads on such devices in excess of the load ratings recommended by their Manufacturer. The service load to support is:
1. 68 kips dead load at each suspender connection.
  2. The construction live load at each suspender connection shall be determined by the Contractor as part of their temporary works design. The Contractor shall not utilize equipment weighing more than the posted limits (15 tons) on the bridge at any time.
- All parts of the temporary support shall have a factor of safety of 2.0 for service loads. The stiffening truss shall only be jacked to relieve the suspender rope of its load. Jacking shall not lift the truss more than 1/4" above the existing elevation.
- E. Prohibited Field Welding.** No welding of any nature shall be performed on the bridge except as shown on the attached detail drawings without the written consent of the Bridge Preservation Branch Manager, and then only in the manner and at the locations designated in the authorization.
- F. Touch-Up Painting.** All areas of existing steel on which the paint has been damaged by the Contractor shall be wire brush cleaned and spot painted in accordance with Section 607.03.23 "Cleaning and Painting". Paint color shall closely match color of existing paint. The cost of this touch-up painting is to be included in the price bid for Suspender Rope Replacement.
- G.** In the event that any new or existing materials are damaged during the course of this work, Contractor shall repair or replace the damaged materials to the satisfaction of the Engineer, all at no additional cost to KYTC.
- H.** The Contractor shall install the temporary supports at each location prior to beginning suspender rope removal at that location.
- I.** The Contractor shall remove the existing structures or materials as shown on the Contract Drawings, or as directed by the Engineer. The work shall consist of the removal and legal offsite disposal or salvage of materials. All removed materials, not proposed to be reused or remain the property of KYTC, shall become the Contractor's property and shall be legally disposed of by the Contractor away from KYTC's property.

No portion of the structure shall be removed unless its replacement structure is at the site ready for immediate erection.

- J.** All replacement locations must be supported with temporary supports until replacement work is complete. At no time shall any work location be unsupported. A conceptual temporary support configuration is provided in the Contract drawings.
- K.** The Contractor shall only replace one (1) suspender rope on each span, on each cable, at any one time except on the main span, where it shall be permitted to work on each half of the main span simultaneously as long as 3 panel points separate the work locations when near midspan. If suspender ropes are being removed from each upstream and downstream cable on the same span, there shall be 3 panel points of spacing between work locations.
- L.** All existing temporary suspender repair and/or support locations shall be removed and replaced prior to work on the remaining suspender ropes. Only one location per span shall be worked on at a time at these existing temporary support locations. A suggested replacement sequence to comply with 3.1.K above is provided in Table 1 below. The Contractor shall submit the proposed sequence of work for approval:

Table 1 Suspender Replacement Sequence for Existing Temporary Repair Locations

Phase	Panel Point	Cable
1	M5	DS
	M35	DS
	M11	US
2	A37	DS
	M3	US
	M41	US
3	A55	DS
	M29	US
	M51	US
4	A67	DS
	M43	US
5	M37	DS
	A57	US
6	A65	US
7	A67	US

## 3.2 SEQUENCE OF WORK

- A.** Close the bridge to all traffic.
- B.** Prior to any replacement activities, take a survey of the existing bridge to collect the profile grade elevations at the centerline of the bridge and along the stiffening truss top chord. The survey shall include all the suspender rope lengths to an accuracy of 1/4", to

- verify the existing conditions and to ensure the proper fit of the new structural steel components to be installed under this contract.
- C. Prior to installation of temporary supports, all rivets identified in the Contract Drawings shall be replaced with  $\frac{7}{8}$ " diameter high strength galvanized bolts, one at a time.
  - D. Drill additional holes through the gusset and top chord for the connection of the temporary support brackets. Fill any open holes temporarily with a high strength bolt, properly pretensioned.
  - E. Long suspender rope location replacements (all locations not identified as a short suspender rope in Section 3.2.F):
    - 1. Install temporary supports uphill and downhill of cable band. Top chord temporary connection plates shall be installed one at a time. The Contractor shall not remove any more bolts than necessary to install one plate at a time.
    - 2. Jack load into the temporary supports to a maximum of the dead load tension of 68 kips, plus any additional construction live load as determined by the Contractor's approved design, taking care not to lift the deck any more than  $\frac{1}{4}$ " above the existing profile. Run down and tighten down the nuts and jam nuts on the temporary supports to allow load to be taken off the hydraulic jacks.
    - 3. Remove existing temporary repair (if applicable).
    - 4. Install suspender rope removal/seating jacking device. Jacking device design shall include all connection members to new and existing suspender ropes including threaded rods, blocks, and channels, or other steel members, and connection plates to the existing gusset plates. The design shall be submitted and approved by the Engineer prior to installation.
    - 5. Once the suspender rope removal jacking device is installed, the existing suspender rope shall slowly and methodically be jacked down just until the socket can be unseated with the aid of a prybar. Once the socket is no longer connected, all existing suspender rope connection plates and angles shall be removed.
    - 6. After the existing plates, and angles have been removed, the surface shall be prepped for the installation of the new connection plate. Preparation shall be per Section 614 of the KYTC Standard Specifications and shall satisfy the requirements for a Slip Critical Connection Condition A.
    - 7. Install the new suspender connection plate with high strength galvanized bolts.
    - 8. Install the proposed suspender rope per the submitted and approved installation procedure. One possible method of installing the proposed suspender rope is that the existing suspender rope will be lifted into a roller assembly mounted on the cable band, and the existing suspender rope will be used to haul the new suspender rope into position as it is removed. The jacking frame used to remove the existing suspender rope shall be used again to tension and install the pin and clevis of the proposed suspender rope through the proposed connection plate at the gusset plate.
    - 9. Once the suspender rope has been pinned into place, the Contractor shall

carefully and incrementally detension the temporary supports and transfer the load onto the proposed suspender rope. After load transfer is complete, the Contractor shall survey the top chord both uphill and downhill of the connection to verify the bridge profile matches the existing profile before work began.

10. After verification of the bridge profile, remove the temporary supports and jacking frame connections one at a time, filling the holes with high strength galvanized bolts as the removal progresses.
- F. Short suspender rope replacement locations (panel points M1, A1, M3, A3, M5, A5, M61, A61, M63, A63, M65, A65, M67, A67, M69, A69):
1. Install temporary supports uphill and downhill of cable band. Temporary support design shall include all temporary cable bands, temporary hangers, jacking and tensioning frame, and connection plates. The design shall be submitted and approved by the Engineer prior to installation. Top chord temporary connection plates shall be installed one at a time. The Contractor shall not remove any more bolts than necessary to install one plate at a time.
  2. Jack load into the temporary supports up to the dead load tension of 68 kips, taking care not to lift the deck any more than ¼" above the existing profile. Run down and tighten down the nuts and jam nuts on the temporary supports.
  3. Remove existing temporary repair (if applicable).
  4. If it is not possible to unseat the existing suspender rope with the aid of a prybar and six ton come alongs (or lever hoist) and rope clamps, the temporary supports shall continue to be slowly and methodically be jacked down until the socket can be unseated (with the aid of a prybar plus six ton come alongs and rope clamps); jacking shall not exceed the maximum lift of ¼". Once the socket is no longer connected, all existing suspender rope connection plates and angles shall be removed.
  5. After the existing plates, and angles have been removed, the surface shall be prepped for the installation of the new connection plate. Preparation shall be per Section 614 of the KYTC Standard Specifications.
  6. Install the new suspender connection plate with high strength galvanized bolts.
  7. Install the proposed suspender rope per the submitted and approved installation procedure. It is envisioned that a boom truck will be used to lift out the existing suspender rope and lift in the proposed suspender rope. The come alongs and rope clamps used for removal of the existing suspender rope shall be used again to tension and pin the proposed rope.
  8. Once the suspender rope has been pinned into place, the Contractor shall carefully and incrementally detension the come alongs and temporary supports and transfer the load onto the proposed suspender rope. After load transfer is complete, the Contractor shall survey the top chord both uphill and downhill of the connection to verify the bridge profile matches the existing profile before work began.
  9. After verification of the bridge profile, remove the temporary supports and jacking frame connections one at a time, filling the holes with high strength

galvanized bolts as the removal progresses.

G. All proposed suspender ropes shall be painted using a three coat Noxyde paint system.

**PART 4 – MEASUREMENT**

- A. Suspender Rope Replacement.** Measurement will be for each suspender rope replaced.
- B. Staking.** Measurement will be lump sum for all survey activities required to complete the suspender rope replacement work.

**PART 5 – BASIS OF PAYMENT**

**5.1 BASIS OF PAYMENT FOR SUSPENDER ROPE REPLACEMENT**

- A. The contract price shall include the cost of all labor, materials, equipment, testing and all incidentals necessary to complete the work.
- B. Payment includes furnishing, installing and painting new suspender rope assemblies, removing and disposing of existing suspender rope assemblies and existing temporary supports, per the Contract Documents.
- C. No additional payment will be made for the repair of, or replacement of damaged material, which repair, or replacement was made necessary due to the Contractor’s operations.
- D. All other items needed to replace the suspender rope assemblies in accordance with these contract documents shall be considered incidental to Suspender Collar Repair - Suspender Rope Replacement.

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
25108ED	Suspender Collar Repair - Suspender Rope Replacement	EACH
02726	Staking	LS

## **SPECIAL NOTE FOR HAND ROPE REPLACEMENT**

### **1.0 DESCRIPTION**

This section specifies the requirements for providing pre-stretched, zinc-coated steel wire rope complete with fittings and hardware as required as part of the hand ropes. Stanchion posts, handrope clamps, cable bent saddles, and handrope hoods at the interface with the outside face of the anchorage wall are also to be replaced as part of this specification.

### **2.0 MATERIALS**

All materials used shall be free from defects. Materials not specified shall be of the same quality used for the intended purpose in commercial practice. Products shall conform to the respective reference specifications and standards and to the requirements specified herein.

#### **2.1 REFERENCES AND STANDARDS**

##### **A. American Society for Testing and Materials (ASTM) Publications:**

1. A 27 Specification for Steel Castings, Carbon, for General Application
2. A 36 Specification for Structural Steel
3. A 53 Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless
4. A 586 Standard Specification for Zinc-Coated Parallel and Helical Steel Wire Structural Strand
5. A603: Standard Specification for Zinc-Coated Steel Structural Wire Rope
6. A 90/A 90M: Weight of Coating on Zinc-Coated Galvanized Iron or Steel Articles
7. A 108 Steel Bars, Carbon, Cold Finished, Standard Quality
8. A 123/A 123M: Zinc (Hot-Galvanized) Coatings on Products Fabricated from Rolled, Pressed, and Forged Steel Shapes, Plates, Bars, and Strips.
9. A 153: Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware
10. A 521 Specification for Steel, Closed-Impression Die Forgings for General Industrial Use
11. A 668/A 668M: Steel Forgings, Carbon and Alloy, for General Industrial Use
12. A 709/709M: Specification for Structural Steel for Bridges
13. A 780: Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings
14. B 6 Slab Zinc
15. F 1145: Standard Specification for Turnbuckles, Swaged, Welded, Forged

##### **B. American National Standards Institute (ANSI/ASME)**

1. B 18.8.1 Clevis Pins, and Cotter Pins

##### **C. American Welding Society (AWS)**

1. A2.4 Standard Symbols for Welding, Brazing, and Nondestructive Examination
2. D1.5 Bridge Welding Code

##### **D. Federal Specifications (Fed Spec)**

## **SPECIAL NOTE FOR HAND ROPE REPLACEMENT**

1. FF-C-450D (1) Clamps, Wire-Rope
2. FF-T-991B Turnbuckle

### **E. Military Specifications**

1. MIL-P-21035 Paint High Zinc Dust Content, Galvanizing Repair

### **F. Steel Structures Painting Council (SSPC)**

1. SSPC Paint 20 Zinc Rich Primers (Type I "Inorganic" and Type II "Organic")

## **2.2 HAND ROPE STRAND**

A. Shall conform to ASTM 586

B. Shall be galvanized and be a one-inch diameter strand.

## **2.3 STANCHION POST**

A. Shall conform to ASTM 709 Grade 50W.

B. Shall be galvanized and be a one-inch diameter bar.

## **2.4 FITTINGS**

### **A. Spools and Pins**

1. Pins shall be made of steel forgings conforming to the requirements of ASTM A 521, Class G.

### **B. U-Bolts and Anchorage Bars**

1. Steel for U-bolts, for anchorage bars, and for nuts and washers shall conform to the requirements of ASTM A 36.
2. U-bolts and anchorage bars shall be normalized after bending

### **C. Turnbuckles and Other Tensioning Devices**

1. Turnbuckles shall be forged and conform to ASTM F 1145, open turnbuckle Type I, forged Grade 1, and Fed Spec FFT- 791B, Type 1, Form 1, Class 8. Configurations and sizes shall be as indicated. Minimum breaking strength shall be 172.5 kips.
2. In addition, or as a substitute for the turnbuckles, the Contractor may submit designs based on other accepted tensioning devices. Such devices shall be standard manufactured products used for tensioning of wire ropes or structural

## **SPECIAL NOTE FOR HAND ROPE REPLACEMENT**

strand in the sizes indicated. Proposed tensioning devices shall be of such design that they can be easily and readily incorporated in the indicated design without any substantial reconfiguration of the assembly shown.

3. Catalog data, product cuts, and proposed methods for including the devices in the cable assemblies shall be submitted to the Engineer for consideration. Do not proceed with any design using tensioning devices, other than turnbuckles, until the Engineer has accepted such devices.

### **2.5 HANDROPE ANCHORAGE HOODS**

- A. Handrope hoods at the interface of the handropes with the face of the anchorages shall be replaced with galvanized steel hoods to match the existing detail shown in the plans, shop drawings shall be submitted for approval by the Engineer. The Contractor may opt to submit a revised detail for approval of the Engineer. Handrope collars shall be sealed air and watertight. The existing bronze collars around the handropes while they pass through the anchorage walls shall be reused.

### **2.6 FABRICATION**

- A. Workmanship and finish shall be equal to the general practice in modern fabricating shops specializing in manufacturing fittings for steel cables. Workmanship, finish and fabrication shall meet the applicable ASTM publications' requirements. Where ASTM publications allow alternate methods of fabrication, the method used shall be that which produces the higher quality of workmanship and finish. Fabricated parts that fail to conform to requirements will be rejected and shall be replaced.

#### **B. Welding**

All welds shall comply with AWS D 1.5 for procedures, appearance, quality and methods used in correcting welded work. To ensure general weld quality of all welds, a quality control program shall be instituted which requires the checking of all welds by non-destructive testing. The accepted shop drawings shall indicate where non-destructive testing shall be performed and the method of inspection, in addition to visual inspection.

#### **C. Minimum Strength**

All fittings provided under this Section shall be designed to develop a minimum of 150% of the minimum breaking strength of the wire rope. The assemblies as shown on the Contract Drawings are one typical acceptable arrangement. The use of other standard assemblies satisfying the criteria will be acceptable subject to the limitations specified hereinafter, and subject to the acceptance of the Engineer.

#### **D. Galvanizing**

All fittings, and blocks, rods, pins, and accessories shall be galvanized in accordance with the requirements of ASTM A 123 or ASTM A 153, as applicable.



## **SPECIAL NOTE FOR HAND ROPE REPLACEMENT**

### **E. Slab Zinc for Galvanizing**

Slab zinc for the galvanizing bath shall conform to ASTM B 6 and shall be at least equal to the grade designated as "High Grade" except as hereinafter modified. Impurities in the bath during galvanizing operations shall not exceed the following:

1. Lead 0.10 percent maximum
2. Iron 0.05 percent maximum
3. Total Impurities 0.25 percent maximum

Articles, which cannot be galvanized by the hot-dipped method, shall have a zinc coating applied by the electrolytic process, if accepted by the Engineer. Apply galvanizing in a uniform manner so that it will adhere to the surface of the fitting and form a continuous coating of uniform thickness.

### **2.7 TRANSPORT, STORAGE AND HANDLING**

- A. Store materials in an area designated or accepted by the Engineer and on reels as recommended by the fabricator. Provide adequate protection for the material from the elements and nicking or gouging or unraveling.
- B. Wind ropes on spools in the same direction as they were bent during manufacturing.
- C. Repair any fittings, or parts thereof, damaged during transportation, handling, or installation. If determined by the Engineer as unfit for use in the finished Work, remove from the construction site and replace.

Repair damage to galvanized surfaces using paint for re-galvanizing welds and damaged areas with materials conforming to ASTM A780 and complying with Mil Spec MIL-P-21035.

### **2.8 SUBMITTALS**

#### **A. Wire Rope and Strand**

##### **1. Product Data**

Provide confirmation that the proposed wire rope is the standard product of a manufacturer regularly engaged in the manufacture of wire rope, and essentially duplicates products having been in satisfactory use for at least 3 years prior to bid opening.

Submit product data, manufacturer's specifications and installation instructions for all wire ropes. Include laboratory test reports and other data to show compliance with the manufacturer's requirements and this specification. Include certified copies of mill reports covering chemical and physical properties.

##### **2. Shop Drawings**

## **SPECIAL NOTE FOR HAND ROPE REPLACEMENT**

Prepare shop drawings for all items. Include the name of the Fabricator and the Fabricator's Technical Specifications for all materials.

### **3. Certified Test Reports**

Submit certified copies of all mill test reports required by specifications. Certified test reports shall be positively traceable to all of the steel wire ropes and to their raw materials.

Provide one certified copy of all production sampling examination results, mechanical testing results, galvanizing test results, ductility test results, test reports covering sampling, inspection, and including tension testing, pre-stretching, and length measurements.

### **B. Stanchion Post**

#### **1. Product Data**

Submit product data, manufacturer's specifications and installation instructions for all stanchion posts. Include laboratory test reports and other data to show compliance with specifications.

Include certified copies of mill reports covering chemical and physical properties.

#### **2. Shop Drawings**

Submit shop drawings showing the relationship of all components furnished and installed under this section of the specifications, with materials specified under other Sections of the specifications.

#### **4. Certified Test Reports**

Submit certified copies of all mill test reports required by specifications. Certified test reports and reports of mill analyses shall be positively traceable to the materials represented. Mill test reports shall prove that steel materials for steel cable fittings have been tested in accordance with required procedures and that the materials comply with all applicable requirements.

a. Provide certified mill analysis covering all steel materials for steel stanchion posts delivered to the construction site.

b. Furnish one certified copy of all test records at the time of shipment.

## **SPECIAL NOTE FOR HAND ROPE REPLACEMENT**

### **C. Fittings**

#### **1. Product Data**

Submit product data, manufacturer's specifications and installation instructions for all fittings. Include laboratory test reports and other data to show compliance with specifications.

Include certified copies of mill reports covering chemical and physical properties.

#### **2. Shop Drawings**

Submit shop drawings showing the relationship of all components furnished and installed under this Section of the specifications, with materials specified under other Sections of the specifications.

Before preparing steel shop drawings, submit for review a set of job standards showing all necessary joint details with full particulars of connection pieces, shop and field welds, and erection bolted clamps and turnbuckles. Include appropriate marks for designating all special fittings as to types and sizes of all components with details.

Include on the shop drawings where each fitting is to be used.

Indicate welds by standard AWS symbols and show size, length, and type of each weld in accordance with AWS A2.4.

#### **3. Certified Test Reports**

Submit certified copies of all mill test reports required by specifications. Certified test reports and reports of mill analyses shall be positively traceable to the materials represented. Mill test reports shall prove that steel materials for steel cable fittings have been tested in accordance with required procedures and that the materials comply with all applicable requirements.

- a. Provide certified mill analysis covering all steel materials for steel cable fittings delivered to the construction site.
- b. Furnish one certified copy of all test records at the time of shipment.

### **D. Handrope Collars**

Handrope collar shop drawings shall be submitted for approval by the Engineer. Handrope collars shall be galvanized.

**SPECIAL NOTE FOR HAND ROPE REPLACEMENT**

**3.0 CONSTRUCTION**

**3.1 FIELD MEASUREMENTS**

Take field measurements of existing conditions prior to fabrication.

**3.2 INSTALLATION**

Immediately prior to erection, inspect all material for damage. Replace any materials on which satisfactory repairs cannot be made. Repair and replacement of damaged material will be at no additional cost to KYTC.

Submit the installation procedure and indicate the tools and equipment to be used, methods of installation, anchorage attachments, and the detailed procedure for tensioning. The installation procedures and methods shall not cause damage to any component.

Protect all components from abrasion and any kinking of the wire rope. Remove and replace any component which is damaged during handling or installation.

After final assembly, repair any galvanized surfaces which are damaged to the acceptance of the Engineer. Once any damaged areas have been repaired, the entire hand rope system (hand ropes, stanchion posts, hand rope clamps, etc.) shall be painted with a three coat Noxyde paint system as per the Contract Documents.

**3.3 FINAL ADJUSTMENTS**

It may be necessary to make final adjustments. All such adjustments of the clamps, turnbuckles (or other tensioning devices), pipe spools and other fittings shall be made until the wire rope has reached its final designated stress. All such adjustments may involve some or all of the fittings until defects in the rope assembly are eliminated.

**4.0 MEASUREMENT AND PAYMENT**

1. The contract price shall include the cost of all labor, materials, equipment, testing and all incidentals necessary to complete the work. The item shall be paid as a lump sum item.
2. Wire rope, stanchion posts, wire rope fittings, and other components indicated on the Contract Drawings or as directed by the Engineer are incidental and not separate payment shall be made.
3. No additional payment will be made for repair of, or replacement of damaged material, which repair, or replacement was made necessary due to the Contractor's Operations.

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
25110ED	Handrail Splice Replacement – Hand Rope and Stanchion Replacement	LS

## **SPECIAL NOTE FOR ANCHORAGE DOOR INSTALLATION**

### **1.0 DESCRIPTION**

This section specifies the requirements for cutting and removal of the anchorage walls, temporary support of the remaining walls above the door, installation of an airtight frames and 48" doors, installation of a prefabricated landing and staircase (Maysville anchorage only), and installation of an external concrete landings.

### **2.0 MATERIALS**

All materials used shall be free from defects. Materials not specified shall be of the same quality used for the intended purpose in commercial practice. Products shall conform to the respective reference specifications and standards and to the requirements specified herein.

### **2.1 REFERENCES AND STANDARDS**

- A. American Society for Testing and Materials (ASTM) Publications:
  - 1. A 6 General Requirements for Rolled Structural Steel Bars, Plates, Shapes, and Sheet Piling
  - 2. A 36 Specification for Structural Steel
  - 3. A 90/A 90M: Weight of Coating on Zinc-Coated Galvanized Iron or Steel Articles
  - 4. A 123/A 123M: Zinc (Hot-Galvanized) Coatings on Products Fabricated from Rolled, Pressed, and Forged Steel Shapes, Plates, Bars, and Strips.
  - 5. A 153: Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware
  - 6. A 615 Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
  - 7. A 709/709M: Specification for Structural Steel for Bridges
  - 8. A 780: Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings
  - 9. C 1107 Packaged Dry, Hydraulic-Cement Grout (Nonshrink)
- B. American Concrete Institute
  - 1. 318 Building Code Requirements for Structural Concrete
- C. American Welding Society (AWS)
  - 1. A2.4 Standard Symbols for Welding, Brazing, and Nondestructive Examination
  - 2. D1.5 Bridge Welding Code
- D. Steel Structures Painting Council (SSPC)
  - 1. SSPC Paint 20 Zinc Rich Primers (Type I "Inorganic" and Type II "Organic")
- E. Military Specifications
  - 1. MIL-P-21035 Paint High Zinc Dust Content, Galvanizing Repair

### **2.2 STEEL HEADER BEAM**

- A. As shown in the Contract Plans, Option one for the anchorage door header beam is made up of three galvanized W10x22 section with a galvanized ½" plate welded on top.

## **SPECIAL NOTE FOR ANCHORAGE DOOR INSTALLATION**

- B. Steel shall conform to ASTM A709 Grade 50
- C. Steel header beam shall utilize two HILTI HIT-HY 200 anchor rods per end. Anchor rods to be installed per the manufacturer's recommended installation procedure. Anchor rods shall dowel into the seat of the anchorage wall where the beam ends rest, and bolt through the bottom flange of the W sections.

### **2.3 REINFORCED CONCRETE HEADER BEAM**

- A. Option two is a reinforced concrete header beam shall be a precast beam with  $f'_c = 4$  ksi concrete, and steel rebar as shown on the Contract Plans in accordance with ASTM A615 grade 60.
- B. Concrete header beam shall utilize two steel keeper plates per end. Keeper plates shall be anchored into the face of the concrete wall beneath the beam end, and into the sides of the beam ends.

### **2.4 PREFABRICATED STEEL FRAME AND DOOR**

- A. Prefabricated steel frame and door shall be of CURRIES Water Tight Door and Frame or approved equal. Door shall be of 16 gauge G90 Galvanized Steel, with a Polyisocyanurate insulated core. Door shall be finished to mimic the existing exterior surface of the anchorage wall, as approved by the Engineer.
- B. The fitting requirements for the prefabricated door and frame shall be:
  - 1. Mechanical door lock with push pad for emergency exit from the inside
  - 2. A minimum 3-point latching system
  - 3. Marine grade stainless steel continuous geared hinges, door closer/stay, nuts and bolts fixings
  - 4. Fire proof neoprene door seal around the full perimeter of the door and threshold with neoprene seal

### **2.5 PREFABRICATED LANDING AND STAIRCASE (MAYSVILLE ANCHORAGE ONLY)**

- A. Prefabricated landing shall be fsIndustries models LND-EXITST-G4860 or approved equal. Staircase shall be fsIndustries IIBC4862-P with Galvanized Bar Grating or approved equal.

### **2.6 EXTERNAL CONCRETE LANDING**

- A. An external concrete landing shall be installed outside the proposed anchorage door at each anchorage. At a minimum, the landing shall be the width of the door and extend 36" outwards in the direction of travel. The top of the landing shall be 7" above the existing exterior grade to prevent water ingress.

## **SPECIAL NOTE FOR ANCHORAGE DOOR INSTALLATION**

### **2.7 TRANSPORT, STORAGE AND HANDLING**

- A. Store materials in an area designated or accepted by the Engineer and as recommended by the fabricator. Provide adequate protection for the material from the elements and nicking or gouging.
- B. Repair any material damaged during transportation, handling, or installation. If determined by the Engineer as unfit for use in the finished Work, remove from the construction site and replace.

Repair damage to galvanized surfaces using paint for re-galvanizing welds and damaged areas with materials conforming to ASTM A780 and complying with Mil Spec MIL-P-21035.

### **3.0 SUBMITTALS**

#### **A. Demolition Procedure**

- 1. Submit for approval by the Engineer the Contractor's proposed procedure for removal of the anchorage wall.

#### **B. Temporary Access**

- 1. Temporary access may be required at the Maysville anchorage due to the difference in approximate ground elevation outside of the anchorage and the bottom of floor elevation inside the anchorage. Submit all required temporary works for approval by the Engineer prior to any installation work performed.

#### **C. Temporary Anchorage Wall Support**

##### **1. Calculations**

Contractor shall provide signed and sealed calculations, by a licensed engineer in the state of Kentucky, for the temporary support of the anchorage wall during all work required for the demolition of the anchorage wall, and installation of the header beam, door and door frame.

##### **2. Shop Drawings**

Prepare and submit shop drawings for temporary wall support system to the Engineer for approval.

##### **3. Proposed Installation and Removal Method**

Submit to the Engineer for approval the proposed temporary support installation method, removal of temporary support, and any required sealing to keep the anchorage chamber airtight.

## **SPECIAL NOTE FOR ANCHORAGE DOOR INSTALLATION**

### **D. Header Beam**

#### **1. Installation Procedure**

Submit the Contractor's proposed procedure for installation of the header beams for approval by the Engineer.

#### **2. Shop Drawings**

Prepare and submit shop drawings for all items to the Engineer for approval. Include the name of the Fabricator and the Fabricator's Technical Specifications for all materials.

### **E. Exterior and Interior Survey**

Submit exterior and interior survey data to the Engineer for both anchorages to confirm the height of the required staircase in the Maysville anchorage, and that the Aberdeen anchorage does not need one. Based on the existing plans, it is expected that only one staircase and landing are to be installed at the Maysville Anchorage.

### **F. Prefabricated Door, Door Frame, and Fittings**

#### **1. Installation Procedure**

Submit the Contractor's proposed procedure for installation of the door frame and door for approval by the Engineer.

#### **2. Product Data**

Submit product data, manufacturer's specifications and installation instructions for door, door frame, and all fittings.

#### **3. Shop Drawings**

Submit shop drawings of the door, door frame, and fittings showing the relationship of all components furnished and installed under this section of the specifications, with materials conforming to these specifications.

### **G. Prefabricated Staircase and Landing (Maysville Anchorage only)**

#### **1. Installation Procedure**

Submit the Contractor's proposed procedure for installation of the prefabricated landing and staircase for approval by the Engineer.



## **SPECIAL NOTE FOR ANCHORAGE DOOR INSTALLATION**

### 2. Product Data

Submit product data, manufacturer's specifications and installation instructions for the staircase and landing.

### H. External Concrete Landing

#### 1. Installation Procedure

Submit the Contractor's proposed procedure for installation of the concrete landing for approval by the Engineer.

## **4.0 CONSTRUCTION**

### **4.1 FIELD MEASUREMENTS**

Take field measurements of existing conditions prior to fabrication. Field measurements shall be submitted to the Engineer for approval.

### **4.2 Demolition**

Immediately prior to any demolition of the anchorage wall, temporary supports, that have been previously approved in writing by the Engineer, must be installed and remain installed for the duration of the work. See Section 2.8.A for temporary support submittal requirements.

After temporary supports have been installed, the Contractor shall proceed with the approved demolition procedure. Demolition shall include the removal of the wall where the door will be installed, as well as the header beam above the door. The demolition for the header beam shall include 6" on either side of the doorway to allow for adequate seating of the header beam. All demolition debris shall be contained and removed from the site. If required, temporary access inside the Maysville anchorage shall be installed prior to the start of demolition work.

### **4.3 Header Beam Installation**

The Contractor shall install the header beam per the approved installation procedure. A minimum of a ½" thick nonshrink grout pad shall be used as a leveling pad for the beam to rest on. Shims shall be used as required to achieve load transfer of the wall dead load onto the header beam.

### **4.4 Anchorage Door Installation**

The Contractor shall install the anchorage door per the approved installation procedure. The anchorage door shall be sealed and made airtight from the inside of the anchorage. The anchorage door shall be a minimum of one foot away from the inside of the

**SPECIAL NOTE FOR ANCHORAGE DOOR INSTALLATION**

anchorage wall and be 7” inches above the existing exterior grade to prevent water ingress.

**4.5 Maysville Anchorage Landing and Stairway Installation**

Once the anchorage door installation has been successfully completed, the anchorage stairway shall be installed per the approved installation procedure. If temporary access was installed prior to temporary wall support installation and/or demolition, then the temporary access shall be removed prior to the stairway installation.

The ground floor of the anchorage is sloped for drainage. A 10”x10” nonshrink grout pad shall be installed underneath base plate locations at a minimum of ½” thickness to provide a level anchoring surface. The grout pad shall be beveled at the ends to reduce the tripping hazard. A minimum of six inches of clearance shall be maintained from the edge of the base plate and the edge of the interior anchorage wall.

**4.6 External Concrete Landing**

The Contractor shall install the external concrete landings for both anchorage doors as per the approved installation procedure. The landing width shall match the width of the door, and the length in the direction of travel shall be 36” at a minimum.

**5.0 MEASUREMENT AND PAYMENT**

- 1. The contract price shall include the cost of all labor, materials, equipment, testing and all incidentals necessary to complete the work. The item shall be paid as a lump sum item.
- 2. Door fittings and other components indicated on the Contract Drawings or as directed by the Engineer are incidental and no separate payment shall be made.
- 3. No additional payment will be made for repair of, or replacement of damaged material, which repair, or replacement was made necessary due to the Contractor’s Operations.

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
23298EC	Steel – Anchorage Door Installation	LS

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

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

<u>STRUCTURE</u>	<u>NO. OF CALENDAR DAYS</u>	<u>COMPLETION DATE</u>
081B00041N	677	June 1, 2027

Contrary to Section 108.07.03, the Engineer will begin charging calendar days for a structure on the day the Contractor starts work or sets up traffic control on that particular structure. A **penalty of \$4,000.00 per day** will be assessed when the allotted number of calendar days is exceeded for each structure.

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

**SPECIAL NOTE FOR PRE-BID CONFERENCE  
PRE-BID VIDEO CONFERENCE  
DISTRICT 9  
MASON COUNTY  
SIMON KENTON MEMORIAL BRIDGE REPAIRS  
ITEM NO. 9-10091.00  
CID 25-2976**

The Department will conduct a Pre-Bid Webinar of the subject project at the dates and times below:

**PRE-BID WEBINAR**

**DATE: Wednesday July 16<sup>th</sup>, 2025**

**TIME: 8:30 AM EST**

Companies interested in bidding as prime contractors or part of a joint venture on the subject project shall be represented at the Webinar Video Conference. Companies must have a "distinct" individual present at the meeting, meaning an individual can only represent one company at the meeting. An attendance roster will be taken during the Webinar. The Webinar will be recorded, and each attendee will be asked to state their name and the company. **Only companies attending the mandatory Webinar can be placed on the eligible bidder's list.**

The Webinar aims to familiarize prospective bidders with the contract requirements and the location and condition of structure(s) within the scope of the contract. There will be officials from the Department of Highways and their design consultants present to answer questions concerning the project.

*Companies planning to bid must register before and shall be in attendance of the webinar by 8:30 AM EST on Wednesday, July 16th, 2025.* The following information will be required at registration to obtain the link to the Webinar: First Name, Last Name, Company Name, Email Address, Job Title, and Mailing Address. Once registered, a link will be sent to the email provided.

**Direct link or copy and paste in web browser:**

<https://events.gcc.teams.microsoft.com/event/bd8e9881-0a18-4a9e-b1ce-2079bc294129@d77c7f4d-d767-461f-b625-0628792e9e2a>

Attendance is mandatory for the Webinar. The link provided via email must be utilized to attend the Webinar. Microsoft Teams will supply a detailed report outlining the individuals in attendance, explicitly providing the time each registered participant entered and exited the meeting. Participants must be in attendance for the entirety of the meeting. The registration and attendance documents will be used to register the project bidders.

Disabled individuals wishing to attend the Pre-bid Webinar who need special accommodations should contact the project manager, Mr. Ashley Graves, at the Kentucky Transportation Cabinet in Frankfort, Kentucky, at [Ashley.Graves@ky.gov](mailto:Ashley.Graves@ky.gov) or (270) 651-2956 to request assistance.



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)
09-10091.00	Mason	FD52 081 0052 017-018	BRZ 0681 (036)
PROJECT DESCRIPTION			
BRIDGE PROJECT IN MASON COUNTY ON (081B00041N) US-62X AT OHIO RIVER-MYVLE- CSX R (2022CCR)			
<input checked="" type="checkbox"/> <b>No Additional Right of Way Required</b>			
Construction will be within the limits of the existing right of way. The right of way was acquired in accordance to FHWA regulations under the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, as amended. No additional right of way or relocation assistance were required for this project.			
<input type="checkbox"/> <b>Condition # 1 (Additional Right of Way Required and Cleared)</b>			
All necessary right of way, including control of access rights when applicable, have been acquired including legal and physical possession. Trial or appeal of cases may be pending in court but legal possession has been obtained. There may be some improvements remaining on the right-of-way, but all occupants have vacated the lands and improvements, and KYTC has physical possession and the rights to remove, salvage, or demolish all improvements and enter on all land. Just Compensation has been paid or deposited with the court. All relocations have been relocated to decent, safe, and sanitary housing or that KYTC has made available to displaced persons adequate replacement housing in accordance with the provisions of the current FHWA directive.			
<input type="checkbox"/> <b>Condition # 2 (Additional Right of Way Required with Exception)</b>			
The right of way has not been fully acquired, the right to occupy and to use all rights-of-way required for the proper execution of the project has been acquired. Some parcels may be pending in court and on other parcels full legal possession has not been obtained, but right of entry has been obtained, the occupants of all lands and improvements have vacated, and KYTC has physical possession and right to remove, salvage, or demolish all improvements. Just Compensation has been paid or deposited with the court for most parcels. Just Compensation for all pending parcels will be paid or deposited with the court prior to AWARD of construction contract			
<input type="checkbox"/> <b>Condition # 3 (Additional Right of Way Required with Exception)</b>			
The acquisition or right of occupancy and use of a few remaining parcels are not complete and/or some parcels still have occupants. All remaining occupants have had replacement housing made available to them in accordance with 49 CFR 24.204. KYTC is hereby requesting authorization to advertise this project for bids and to proceed with bid letting even though the necessary right of way will not be fully acquired, and/or some occupants will not be relocated, and/or the just compensation will not be paid or deposited with the court for some parcels until after bid letting. KYTC will fully meet all the requirements outlined in 23 CFR 635.309(c)(3) and 49 CFR 24.102(j) and will expedite completion of all acquisitions, relocations, and full payments after bid letting and prior to AWARD of the construction contract or force account construction.			
Total Number of Parcels on Project		EXCEPTION (S) Parcel #	ANTICIPATED DATE OF POSSESSION WITH EXPLANATION
Number of Parcels That Have Been Acquired			
Signed Deed			
Condemnation			
Signed ROE			
Notes/ Comments (Text is limited. Use additional sheet if necessary.)			
LPA RW Project Manager		Right of Way Supervisor	
Printed Name		Printed Name	Digitally signed by James Mason
Signature		Signature	Date: 2023.08.11 08:34:12
Date		Date	-04'00'
Right of Way Director		FHWA	
Printed Name		Printed Name	No Signature Required
Signature	2023.08.11	Signature	as per FHWA-KYTC
Date	09:17:10 -04'00'	Date	Current Stewardship Agreement

## UTILITIES AND RAIL CERTIFICATION NOTE

**Mason County**  
**No federal number available**  
**No state project number available**  
**Mile point: 17.527 TO 18.021**  
**BRIDGE PROJECT IN MASON COUNTY ON (081B00041N) US-62X AT OHIO RIVER-MYVLE- CSX R**  
**(2022CCR)**  
**ITEM NUMBER: 09-10091.00**

### PROJECT NOTES ON UTILITIES

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

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

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

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

UTILITIES AND RAIL CERTIFICATION NOTE

Mason County  
No federal number available  
No state project number available  
Mile point: 17.527 TO 18.021  
BRIDGE PROJECT IN MASON COUNTY ON (081B00041N) US-62X AT OHIO RIVER-MYVLE- CSX R  
(2022CCR)  
ITEM NUMBER: 09-10091.00

the location of existing underground utilities. Contact shall be made a minimum of two (2) and no more than ten (10) business days prior to excavation. The contractor shall submit Excavation Locate Requests to the Kentucky Contact Center (KY 811) via web ticket entry. The submission of this request does not relieve the contractor from the responsibility of contacting non-member facility owners, whom are to be contacted through their individual Protection Notification Center. It may be necessary for the contractor to contact the County Court Clerk to determine what utility companies have facilities in the area. Non-compliance with these directives can result in the enforcement of penalties.

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 FOLLOWING FACILITIES LOCATED WITHIN THE PROJECT DISTURB LIMITS

N/A

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

N/A

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

N/A

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

N/A

UTILITIES AND RAIL CERTIFICATION NOTE

<p>Mason County</p> <p>No federal number available</p> <p>No state project number available</p> <p>Mile point: 17.527 TO 18.021</p> <p>BRIDGE PROJECT IN MASON COUNTY ON (081B00041N) US-62X AT OHIO RIVER-MYVLE- CSX R</p> <p>(2022CCR)</p> <p>ITEM NUMBER: 09-10091.00</p>
--

RAIL COMPANIES HAVE FACILITIES IN CONJUNCTION WITH THIS PROJECT AS NOTED

☒ No Rail Involvement    ☐ Rail Involved    ☐ Rail Adjacent



UTILITIES AND RAIL CERTIFICATION NOTE

Mason County

No federal number available

No state project number available

Mile point: 17.527 TO 18.021

BRIDGE PROJECT IN MASON COUNTY ON (081B00041N) US-62X AT OHIO RIVER-MYVLE- CSX R  
(2022CCR)

ITEM NUMBER: 09-10091.00

AREA FACILITY OWNER CONTACT LIST

Facility Owner	Address	Contact Name	Phone	Email
Kentucky Utilities - Electric	215 Wall Street Maysville KY 41056	Mathew Raymer	6065847823	mathew.raymer@lge-ku.com



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 #: 09-10091.00	Project Sponsor: KYTC
Route(s): US 62	County: Mason
<b>Project Description:</b> Bridge Project in Mason County (081B00041N) on US 62X at Ohio River - Myville - CSX R  <i><b>This CEMP covers repairs to the structure and dehumidification of the anchor housing. See attached plans for full listing and details of repairs.</b></i>	

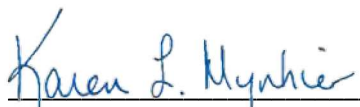
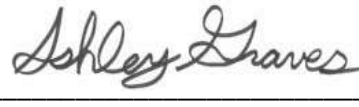
**2. ENVIRONMENTAL DETERMINATION**

Functional Area	Determination	Comments/Commitments/Mitigation
Public and Resource Agency Controversy	No	
Total acreage of fee simple ROW	0	All work completed on existing r/w.
Number of Total Relocations	0	N/A
Environmental Justice Impacts	No	N/A
Section 106: Architectural Historic	No Adverse Effect	See attached PA2 form w/SHPO approval.
Section 106: Archaeological Resources	No Effect	See attached PA2 form w/SHPO approval.
Section 4(f)	De minimis	Bridge is listed on NRHP. Impacts are minimal.
Section 6(f)	No 6(f) Properties	
Noise	Not a Type I	
Air Quality Impacts	No	C funds - STIP Mod 2021.218 - 31 Aug 2023
Hazardous Materials Impacts	No	Residual lead may be present on the bridge (see note to contractor). No ACM found on bridge (see note).
Section 7: T&E Species	No Effect	NE by Definition
Anticipated Feet of Stream Impacts	0	No instream work proposed.
Anticipated Acreage of Wetland Impacts	0	No work in wetlands proposed.
Anticipated Permits	No	Section 404/401 & KPDES permits are N/A.
Other:		
Other:		
Other:		

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

**3. ENVIRONMENTAL DOCUMENT APPROVAL**

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

 District Environmental Coordinator	9/20/24 Date	 Project Manager	9-24-24 Date
Environmental Project Manager	Date	Director of Environmental Analysis	Date
Recommended by FHWA	Date	Federal Highway Administration	Date

## **SPECIAL NOTE FOR STRUCTURE REMOVAL and RENOVATIONS**

### **Notice of Intent (NOI) to Division of Air Quality**

The roadway contractor is required to file a Notice of Intent (NOI) to the Division of Air Quality ten (10) business days (M-F) prior to the start of any demolition or rehabilitation work on the bridge superstructure (081B00041N). Please use the KY Environmental and Energy Cabinet eForm Portal (<https://dep.gateway.ky.gov/eForms/Account/Home.aspx>) to complete this task. It is also advised that copies of the submittal are to be sent to the Regional Office of the Kentucky Division of Air Quality [KY DAQ Regional Offices](#) to complete the notification process.



**Andy Beshear**  
GOVERNOR

**TRANSPORTATION CAB INET**  
200 Mero Street  
Frankfort, Kentucky 406 01

**Jim Gray**  
SECRETARY

# Asbestos Inspection Survey

To: Karen Mynhier  
District: 9  
Date: January 9, 2023  
Conducted By: O'Dail Lawson  
Report Prepared By: O'Dail Lawson

---

## Project and Structure Identification

Project Number: Mason 09-10091  
Structure ID: Mason 081B00041N  
Structure Location: US-62 (Simon Kenton Bridge) over Ohio River – CSX Railroad  
Sample Description: Any suspect materials collected were negative for asbestos.  
Inspection Date: January 6, 2023

## Results and Recommendations

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

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

MRS, Inc. Analytical Laboratory Division

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

## BULK SAMPLE ASBESTOS ANALYSIS

Analysis N#	# 3301084	Address:	Mason County - 09 - 10091
Client Name:	KYTC		081 B 00041N
Sampled By:	O'Dail Lawson		

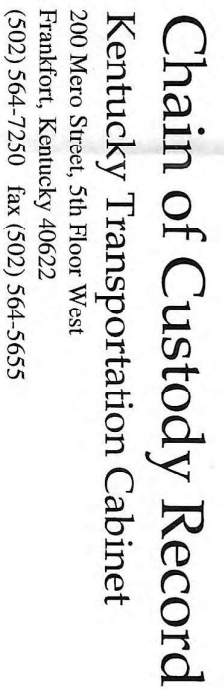
[illegible]

Date Analyzed : 8-Jan-23  
Analyst : Winterford Mensah

Reviewed By: Winters Mena  
Signature

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

AJHA #1 02459



## Chain of Custody Record

# Kentucky Transportation Cabinet

200 Mero Street, 5th Floor West

Frankfort, Kentucky 40622

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

[illegible]



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

Certification Number: ETC-AIR-031522-00137

# O'Dail Lawson


has on 03-15-2022, attended and successfully completed the requirements and passed the examination with a score of 70% of better on the entitled course.

## ASBESTOS INSPECTOR REFRESHER

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

Conducted at: 1220 KY Mills Drive, Louisville, KY

  
Name - Training Manager

  
Expiration Date: 03-15-2023  
Name - Instructor

**PART II**

**SPECIFICATIONS AND STANDARD DRAWINGS**



### **STANDARD SPECIFICATIONS**

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

### **SUPPLEMENTAL SPECIFICATIONS**

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

## **PART III**

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

REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### III. NONSEGREGATED FACILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2. Withholding (29 CFR 5.5)

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

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



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

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

### 3. Records and certified payrolls (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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

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

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

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

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

### 3. Withholding for unpaid wages and liquidated damages

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

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

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

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

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

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

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

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

## **VII. SAFETY: ACCIDENT PREVENTION**

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

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

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

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

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

## **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

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

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

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

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

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

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

\* \* \* \* \*



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

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

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

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

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

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

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

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

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

\*\*\*\*\*

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

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

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

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

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

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

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

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

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

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

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

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

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

\* \* \* \* \*

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

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

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

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

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

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

\* \* \* \* \*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**KENTUCKY TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS**

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

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

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

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

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

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

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

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

Revised: January 25, 2017

### Standard Title VI/Non-Discrimination Assurances

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

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

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

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

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

## EXECUTIVE BRANCH CODE OF ETHICS

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

KRS 11A.040 (7) provides:

A present or former public servant listed in KRS 11A.010(9)(a) to (g) shall not, within one (1) year following termination of his or her office or employment, accept employment, compensation, or other economic benefit from any person or business that contracts or does business with, or is regulated by, the state in matters in which he was directly involved during the last thirty-six (36) months of his tenure. This provision shall not prohibit an individual from returning to the same business, firm, occupation, or profession in which he was involved prior to taking office or beginning his term of employment, or for which he received, prior to his state employment, a professional degree or license, provided that, for a period of one (1) year, he or she personally refrains from working on any matter in which he was directly involved during the last thirty-six (36) months of his or her tenure in state government. This subsection shall not prohibit the performance of ministerial functions, including but not limited to filing tax returns, filing applications for permits or licenses, or filing incorporation papers, nor shall it prohibit the former officer or public servant from receiving public funds disbursed through entitlement programs.

KRS 11A.040 (9) states:

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

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

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

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

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

In case of doubt, the law permits you to request an advisory opinion from the Executive Branch Ethics Commission, 1025 Capital Center Drive, Suite 105, Frankfort, Kentucky 40601; telephone (502) 564-7954.

Revised: March 11, 2025

"General Decision Number: KY20250038 05/16/2025

Superseded General Decision Number: KY20240038

State: Kentucky

Construction Type: Highway

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

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

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 14026 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.</li></ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 13658 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.</li></ul>

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

conformance request.

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

Modification Number	Publication Date
0	01/03/2025
1	03/07/2025
2	04/04/2025
3	05/16/2025

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
-----		
* CARP0064-001 04/01/2025		

	Rates	Fringes
CARPENTER.....	\$ 33.89	24.06
Diver.....	\$ 51.21	24.06

PILEDRIVERMAN.....	\$ 34.39	24.06
-----		
ELEC0212-008 06/05/2024		

BRACKEN, GALLATIN and GRANT COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 35.43	22.05
-----		
ELEC0212-014 11/27/2023		

BRACKEN, GALLATIN & GRANT COUNTIES:

	Rates	Fringes
Sound & Communication Technician.....	\$ 27.20	14.54
-----		
ELEC0317-012 06/03/2024		

BOYD, CARTER, ELLIOT & ROWAN COUNTIES:

	Rates	Fringes
ELECTRICIAN (Wiremen).....	\$ 38.30	23.12
-----		
ELEC0369-007 05/29/2024		

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.....	\$ 37.88	21.38
-----		
ELEC0575-002 05/29/2023		

FLEMING, GREENUP, LEWIS & MASON COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 37.00	22.26
-----		
ENGI0181-018 07/01/2024		

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

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - A-Frame Winch Truck; Auto Patrol; Backfiller;  
Batcher Plant; Bituminous Paver; Bituminous Transfer  
Machine; Boom Cat; Bulldozer; Mechanic; Cableway; Carry-All  
Scoop; Carry Deck Crane; Central Compressor Plant; Cherry  
Picker; Clamshell; Concrete Mixer (21 cu. ft. or Over);

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

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

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

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

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

EMPLOYEES ASSIGNED TO WORK BELOW GROUND LEVEL ARE TO BE PAID  
10%

ABOVE BASIC WAGE RATE. THIS DOES NOT APPLY TO OPEN CUT WORK.

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IRON0044-009 06/01/2024

BRACKEN, GALLATIN, GRANT, HARRISON, ROBERTSON,  
BOURBON (Northern third, including Townships of Jackson,  
Millersburg, Ruddel Mills & Shawhan);  
CARROLL (Eastern third, including the Township of Ghent);  
FLEMING (Western part, excluding Townships of Beechburg, Colfax,  
Elizaville, Flemingsburg, Flemingsburg Junction, Foxport,  
Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills,  
Nepton, Pecksridge, Plummers Landing, Plummers Mill, Poplar



Plains, Ringos Mills, Tilton & Wallingford);  
MASON (Western two-thirds, including Townships of Dover,  
Lewisburg, Mays Lick, Maysville, Minerva, Moranburg,  
Murphysville, Ripley, Sardis, Shannon, South Ripley &  
Washington);  
NICHOLAS (Townships of Barefoot, Barterville, Carlisle,  
Ellisville, Headquarters, Henryville, Morningglory, Myers &  
Oakland Mills);  
OWEN (Townships of Beechwood, Bromley, Fairbanks, Holbrook,  
Jonesville, Long Ridge, Lusby's Mill, New, New Columbus, New  
Liberty, Owenton, Poplar Grove, Rockdale, Sanders, Teresita &  
Wheatley);  
SCOTT (Northern two-thirds, including Townships of Biddle,  
Davis, Delaplain, Elmville, Longlick, Muddy Ford, Oxford,  
Rogers Gap, Sadieville, Skinnersburg & Stonewall)

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 33.60	23.60
Structural.....	\$ 35.37	23.60

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IRON0070-006 06/01/2024

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

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

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IRON0769-007 06/01/2024

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

	Rates	Fringes
IRONWORKER		

ZONE 1.....	\$ 37.66	29.24
ZONE 2.....	\$ 38.06	29.24
ZONE 3.....	\$ 39.66	29.24

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

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

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

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LAB00189-003 07/01/2024

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

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 23.96	18.58
GROUP 2.....	\$ 24.21	18.58
GROUP 3.....	\$ 24.26	18.58
GROUP 4.....	\$ 24.86	18.58

LABORERS CLASSIFICATIONS

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

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

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

GROUP 4 - Caisson Worker (Free Air); Cement Finisher; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste

- Levels A & B; Miner & Driller (Free Air); Tunnel Blaster;  
& Tunnel Mucker (Free Air); Directional & Horizontal  
Boring; Air Track Drillers (All Types); Powdermen &  
Blasters; Troxler & Concrete Tester if Laborer is Utilized

LABO0189-008 07/01/2024

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

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 23.96	18.58
GROUP 2.....	\$ 24.21	18.58
GROUP 3.....	\$ 24.26	18.58
GROUP 4.....	\$ 24.86	18.58

LABORERS CLASSIFICATIONS

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

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

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

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

LABO0189-009 07/01/2024

BRECKINRIDGE & GRAYSON COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 23.96	18.58
GROUP 2.....	\$ 24.21	18.58
GROUP 3.....	\$ 24.26	18.58
GROUP 4.....	\$ 24.86	18.58

LABORERS CLASSIFICATIONS

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

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

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

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

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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

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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

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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

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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 06/01/2024

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

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

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PLUM0392-007 06/01/2024

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

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 40.70	26.75
-----		
PLUM0502-003 08/01/2024		

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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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

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

#### Union Average Rate Identifiers

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

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

## Survey Rate Identifiers

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

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

## State Adopted Rate Identifiers

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

## WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

**TO: EMPLOYERS/EMPLOYEES**

**PREVAILING WAGE SCHEDULE:**

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

**OVERTIME:**

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

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

**TRANSPORTATION CABINET  
PROJECT WAGE RATES**

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MASON COUNTY, BRZ 0681 (036)

SIMON KENTON BRIDGE (B00041N) OVER OHIO RIVER (US 62)

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**NOTICE:**

There are three (3) sets of wage rates established for this project. The contractor shall use the appropriate federal wage rates as it applies to the work being performed.

- Decision Number KY20250038 – Kentucky roadway work
- Decision Number KY20250059 – Kentucky bridge work
- Decision Number OH20250001 – Ohio roadway and bridge work

"General Decision Number: KY20250059 01/03/2025

Superseded General Decision Number: KY20240059

State: Kentucky

Construction Type: Heavy

Counties: Anderson, Bath, Boyle, Carroll, Estill, Fleming, Garrard, Lewis, Lincoln, Madison, Mason, Menifee, Mercer, Montgomery, Nicholas, Powell, Robertson, Rockcastle, Rowan and Washington Counties in Kentucky.

HEAVY CONSTRUCTION PROJECTS (including sewer/water construction).

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 14026 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.</li></ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 13658 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.</li></ul>

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

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

ENGI0181-010 07/01/2024

## OPERATING ENGINEER CLASSIFICATIONS

GROUP 2 - Bobcat/Skid Steer/Skid Loader; Forklift

GROUP 4 - Oiler

Operators on cranes with booms 150 feet and over (including jib) shall receive \$1.00 above Group 1 rate; 250 feet and over including jib shall receive \$1.50 above Class 1 rate. Combination Rate: All crane operators operating cranes, where the length of the boom in combination with the length of the piling leads equal or exceeds 150 feet, shall receive \$1.00 above the Group 1 rate.

Employees assigned to work below ground level are to be paid 10% above basic wage rate. This does not apply to open cut work.

IRON0782-010 08/01/2024

	Rates	Fringes
IRONWORKER (Reinforcing & Structural)		
Projects over \$20,000,000.00.....	\$ 35.75	26.34
Projects under \$20,000,000.00.....	\$ 34.01	24.83

LAB00189-015 07/01/2024

	Rates	Fringes
LABORER		
Backfiller, Carpenter		
Tender, Common or General,		
Concrete Worker, Dumpman &		
Grade Checker.....	\$ 23.96	18.58
Concrete Saw (Hand		
Held/Walk Behind),		
Pipelayers & Vibrating		
Plate.....	\$ 24.21	18.58

LAB00561-003 07/01/2024

	Rates	Fringes
LABORER		
Form Worker.....	\$ 25.47	18.10

SUKY2011-015 06/25/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 21.51	10.00
ELECTRICIAN.....	\$ 32.35	2.18
LABORER: Flagger.....	\$ 18.31	8.89
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 26.42	12.70
OPERATOR: Bulldozer.....	\$ 29.96	13.00
OPERATOR: Loader.....	\$ 25.35	13.00

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

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>.

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effect under state law in the state from which the rates were adopted.

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WAGE DETERMINATION APPEALS PROCESS

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U.S. Department of Labor  
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Wage and Hour Division  
U.S. Department of Labor  
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Washington, DC 20210

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



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END OF GENERAL DECISION"

"General Decision Number: OH20250001 06/06/2025

Superseded General Decision Number: OH20240001

State: Ohio

Construction Types: Heavy and Highway

Counties: Ohio Statewide.

Heavy and Highway Construction Projects

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<div><div>. Executive Order 14026 generally applies to the contract.</div><div>. The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.</div></div>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<div><div>. Executive Order 13658 generally applies to the contract.</div><div>. The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.</div></div>

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

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Modification Number	Publication Date
0	01/03/2025
1	02/07/2025
2	02/14/2025

3	02/28/2025
4	03/07/2025
5	03/14/2025
6	04/25/2025
7	05/02/2025
8	05/09/2025
9	05/16/2025
10	05/30/2025
11	06/06/2025

BROH0001-001 06/01/2024

DEFIANCE, FULTON (Excluding Fulton, Amboy & Swan Creek Townships), HENRY (Excluding Monroe, Bartlow, Liberty, Washington, Richfield, Marion, Damascus & Townships & that part of Harrison Township outside corporate limits of city of Napoleon), PAULDING, PUTNAM and WILLIAMS COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06
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BROH0001-004 06/01/2023		

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 32.40	19.30
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BROH0003-002 06/01/2024		

FULTON (Townships of Amboy, Swan Creek & Fulton), HENRY (Townships of Washington, Damascus, Richfield, Bartlow, Liberty, Harrison, Monroe, & Marion), LUCAS and WOOD (Townships of Perrysburg, Ross, Lake, Troy, Freedom, Montgomery, Webster, Center, Portage, Middleton, Plain, Liberty, Henry, Washington, Weston, Milton, Jackson & Grand Rapids) COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06
-----		
BROH0005-003 06/01/2020		

CUYAHOGA, LORAIN & MEDINA (Hinckley, Granger, Brunswick, Liverpool, Montville, York, Homer, Harrisville, Chatham, Litchfield & Spencer Townships and the city of Medina)

	Rates	Fringes
BRICKLAYER		
BRICKLAYERS; CAULKERS;		
CLEANERS; POINTERS; &		
STONEMASONS.....	\$ 36.64	17.13
SANDBLASTERS.....	\$ 36.39	17.13
SEWER BRICKLAYERS & STACK		
BUILDERS.....	\$ 36.64	17.13
SWING SCAFFOLDS.....	\$ 37.14	17.13
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BROH0006-005 06/01/2024		

CARROLL, COLUMBIANA (Knox, Butler, West & Hanover Townships), STARK & TUSCARAWAS

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06
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BROH0007-002 06/01/2024		

LAWRENCE

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06
-----		
BROH0007-005 06/01/2023		

PORTAGE & SUMMIT

	Rates	Fringes
BRICKLAYER.....	\$ 32.40	19.30
-----		
BROH0007-010 06/01/2024		

PORTAGE & SUMMIT

	Rates	Fringes
MASON - STONE.....	\$ 33.39	20.06
-----		
BROH0008-001 06/01/2024		

COLUMBIANA (Salem, Perry, Fairfield, Center, Elk Run,  
Middleton, & Unity Townships and the city of New Waterford),  
MAHONING & TRUMBULL

	Rates	Fringes
BRICKLAYER.....	\$ 33.39	20.06
-----		
BROH0009-002 06/01/2024		

BELMONT & MONROE COUNTIES and the Townships of Warren & Mt.  
Pleasant and the Village of Dillonvale in JEFFERSON COUNTY

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06
Refractory.....	\$ 31.45	19.01
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BROH0010-002 06/01/2024		

COLUMBIANA (St. Clair, Madison, Wayne, Franklin, Washington,  
Yellow Creek & Liverpool Townships) & JEFFERSON (Brush Creek &  
Saline Townships)

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06
-----		
BROH0014-002 06/01/2024		

HARRISON & JEFFERSON (Except Mt. Pleasant, Warren, Brush Creek,  
Saline & Salineville Townships & the Village of Dillonvale)

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06
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BROH0016-002 06/01/2023		

ASHTABULA, GEAUGA, and LAKE COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 32.40	19.30
-----		
BROH0018-002 06/01/2024		

BROWN, BUTLER, CLERMONT, HAMILTON, PREBLE (Gasper, Dixon,  
Israel, Lanier, Somers & Gratis Townships) & WARREN COUNTIES:

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06
-----		
BROH0022-004 06/01/2024		

CHAMPAIGN, CLARK, CLINTON, DARKE, GREENE, HIGHLAND, LOGAN,  
MIAMI, MONTGOMERY, PREBLE (Jackson, Monroe, Harrison, Twin,  
Jefferson & Washington Townships) and SHELBY COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06
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BROH0032-001 06/01/2024		

GALLIA & MEIGS

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06
-----		
BROH0035-002 06/01/2024		

ALLEN, AUGLAIZE, MERCER and VAN WERT COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06
-----		
BROH0039-002 06/01/2024		

ADAMS & SCIOTO

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06
-----		
BROH0040-003 06/01/2024		

ASHLAND, CRAWFORD, HARDIN, HOLMES, MARION, MORROW, RICHLAND,  
WAYNE and WYANDOT (Except Crawford, Ridge, Richland & Tymochtee

Townships) COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

FOOTNOTE: Layout Man and Sawman rate: \$1.00 per hour above journeyman rate.  
Free standing stack work ground level to top of stack;  
Sandblasting and laying of carbon masonry material in swing stage and/or scaffold; Ramming and spading of plastics and gunniting: \$1.50 per hour above journeyman rate.  
""Hot"" work: \$2.50 above journeyman rate.

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BROH0044-002 06/01/2024

	Rates	Fringes
Bricklayer, Stonemason COSHOCTON, FAIRFIELD, GUERNSEY, HOCKING, KNOX, KICKING, MORGAN, MUSKINGUM, NOBLE (Beaver, Buffalo, Seneca & Wayne Townships) & PERRY COUNTIES:.....	\$ 33.39	20.06

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BROH0045-002 06/01/2023

FAYETTE, JACKSON, PIKE, ROSS and VINTON COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 35.39	17.47

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BROH0046-002 06/01/2024

ERIE, HANCOCK, HURON, OTTAWA, SANDUSKY, SENECA, WOOD (Perry & Bloom Townships) and WYANDOT (Tymochtee, Crawford, Ridge & Richland Townships) COUNTIES & the Islands of Lake Erie north of Sandusky

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

FOOTNOTE: Layout Man and Sawman rate: \$1.00 per hour above journeyman rate.  
Free standing stack work ground level to top of stack;  
Sandblasting and laying of carbon masonry material in swing stage and/or scaffold; Ramming and spading of plastics and gunniting: \$1.50 per hour above journeyman rate.  
""Hot"" work: \$2.50 above journeyman rate.

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BROH0052-001 06/01/2024

ATHENS COUNTY

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

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BROH0052-003 06/01/2024

NOBLE (Brookfield, Noble, Center, Sharon, Olive, Enoch, Stock, Jackson, Jefferson & Elk Townships) and WASHINGTON COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

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BROH0055-003 06/01/2024

DELAWARE, FRANKLIN, MADISON, PICKAWAY and UNION COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

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CARP0002-024 05/01/2017

BROWN, BUTLER, CHAMPAIGN, CLARK, CLERMONT, CLINTON, DARKE, GREENE, HAMILTON, LOGAN, MIAMI, MONTGOMERY, PREBLE, SHELBY & WARREN

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 29.34	15.95
Diver.....	\$ 40.58	9.69

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CARP0171-001 05/01/2025

MAHONING & TRUMBULL

	Rates	Fringes
CARPENTER.....	\$ 33.19	25.02

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CARP0171-002 05/01/2025

BELMONT, COLUMBIANA, HARRISON, JEFFERSON & MONROE

	Rates	Fringes
CARPENTER.....	\$ 32.50	26.19

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CARP0200-002 05/01/2024

ADAMS, ATHENS, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GUERNSEY, HIGHLAND, HOCKING, JACKSON, LAWRENCE, LICKING, MADISON, MARION, MEIGS, MORGAN, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE, ROSS, SCIOTO, UNION, VINTON and WASHINGTON COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 33.15	22.43
Diver.....	\$ 39.41	10.40
PILEDRIVERMAN.....	\$ 33.15	22.43

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CARP0285-001 05/01/2025

CARROLL, STARK, TUSCARAWAS and WAYNE

	Rates	Fringes
CARPENTER.....	\$ 34.07	24.28
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CARP0285-002 05/01/2025		

COSHOCTON, HOLMES, KNOX & MORROW

	Rates	Fringes
CARPENTER.....	\$ 33.38	24.69
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CARP0285-008 05/01/2025		

MEDINA, PORTAGE & SUMMIT

	Rates	Fringes
CARPENTER.....	\$ 37.18	25.07
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CARP0351-005 05/01/2025		

LUCAS & WOOD

	Rates	Fringes
CARPENTER.....	\$ 35.44	27.56
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CARP0351-006 05/01/2025		

	Rates	Fringes
CARPENTER DEFIANCE, FULTON, HANCOCK, HENRY, PAULDING & WILLIAMS COUNTIES.....	\$ 32.05	26.13
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CARP0372-002 05/01/2025		

ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM & VAN WERT

	Rates	Fringes
CARPENTER.....	\$ 31.80	26.33
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CARP0435-005 05/01/2025		

ASHTABULA, CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
CARPENTER.....	\$ 38.57	24.64
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CARP0735-001 05/01/2025		

ASHLAND, HURON & RICHLAND

	Rates	Fringes
CARPENTER.....	\$ 34.67	23.57
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CARP0735-002 05/01/2025		

LORAIN



	Rates	Fringes
CARPENTER.....	\$ 38.42	24.01
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CARP0735-004 05/01/2025		

ERIE

	Rates	Fringes
CARPENTER.....	\$ 36.71	24.14
-----		
CARP0744-001 05/01/2025		

CRAWFORD, OTTAWA, SANDUSKY, SENECA & WYANDOT

	Rates	Fringes
CARPENTER.....	\$ 33.74	27.05
-----		
CARP1090-002 05/01/2025		

ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM, VAN WERT & WYANDOT

	Rates	Fringes
Piledrivermen & Diver's Tender...	\$ 35.94	28.39
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DIVERS - \$250.00 per day		
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CARP1090-003 05/01/2025		

BELMONT, HARRISON, & MONROE

	Rates	Fringes
Diver, Wet.....	\$ 58.52	24.91
Piledrivermen; Diver, Dry.....	\$ 39.01	24.91
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CARP1090-004 05/01/2025		

CARROLL, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
Diver, Wet.....	\$ 49.82	25.40
Piledrivermen; Diver, Dry.....	\$ 33.21	25.40
-----		
CARP1090-005 05/01/2025		

ASHLAND, ASHTABULA, CUYAHOGA, ERIE, GEAUGA, HURON, LAKE,  
LORAIN, MEDINA, PORTAGE, RICHLAND & SUMMIT

	Rates	Fringes
Diver, Wet.....	\$ 54.51	27.50
Piledrivermen; Diver, Dry.....	\$ 36.34	27.50
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CARP1090-006 05/01/2025		

COSHOCTON, HOLMES, KNOX & MORROW

Rates	Fringes
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Diver, Wet.....	\$ 54.36	22.54
Piledrivermen; Diver, Dry.....	\$ 36.24	22.54
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CARP1090-007 05/01/2025		

MAHONING & TRUMBULL

	Rates	Fringes
Diver, Wet.....	\$ 50.85	24.82
Piledrivermen; Diver, Dry.....	\$ 33.90	24.82
-----		
CARP1090-008 05/01/2025		

COLUMBIANA & JEFFERSON

	Rates	Fringes
PILEDRIVERMAN.....	\$ 39.01	24.91
-----		
CARP1090-009 05/01/2025		

CRAWFORD, DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA,  
PAULDING, SANDUSKY, SENECA, WILLIAMS & WOOD

	Rates	Fringes
Piledrivermen & Diver's Tender...	\$ 37.98	28.63
-----		
DIVERS - \$250.00 per day		
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ELEC0008-002 05/27/2024		

DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING,  
PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD

	Rates	Fringes
CABLE SPLICER.....	\$ 38.98	18.96
ELECTRICIAN.....	\$ 48.40	4.5%+23.06
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ELEC0032-003 12/02/2024		

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, SHELBY, VAN WERT &  
WYANDOT (Crawford, Jackson, Marseilles, Mifflin, Ridgeland,  
Ridge & Salem Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 39.17	23.45
-----		
ELEC0038-002 04/29/2024		

CUYAHOGA, GEAUGA (Bainbridge, Chester & Russell Townships) &  
LORAIN (Columbia Township)

	Rates	Fringes
ELECTRICIAN		
Excluding Sound &		

Communications Work.....\$ 45.23                      23.88

- FOOTNOTES;
- a. 6 Paid Holidays: New Year's Day; Memorial Day; July 4th; Labor Day; Thanksgiving Day; & Christmas Day
  - b. 1 week's paid vacation for 1 year's service; 2 weeks' paid vacation for 2 or more years' service

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ELEC0038-008 04/29/2024

CUYAHOGA, GEAUGA (Bainbridge, Chester & Russell Townships) & LORAIN (Columbia Township)

	Rates	Fringes
Sound & Communication Technician		
Communications Technician...	\$ 32.30	14.38
Installer Technician.....	\$ 31.05	14.34

- FOOTNOTES;
- a. 6 Paid Holidays: New Year's Day; Memorial Day; July 4th; Labor Day; Thanksgiving Day; & Christmas Day
  - b. 1 week's paid vacation for 1 year's service; 2 weeks' paid vacation for 2 or more years' service

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ELEC0064-003 11/25/2024

COLUMBIANA (Butler, Fairfield, Perry, Salem & Unity Townships) MAHONING (Austintown, Beaver, Berlin, Boardman, Canfield, Ellsworth, Coitsville, Goshen, Green, Jackson, Poland, Springfield & Youngstown Townships), & TRUMBULL (Hubbard & Liberty Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 39.80	21.03

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ELEC0071-005 01/06/2025

ASHTABULA, CUYAHOGA, GEAUGA, LAKE & LORAIN

	Rates	Fringes
LINE CONSTRUCTION: Equipment Operator		
DOT/Traffic Signal & Highway Lighting Projects...	\$ 39.97	27%+8.00
Municipal Power/Transit Projects.....	\$ 49.46	27%+8.25
LINE CONSTRUCTION: Groundman		
DOT/Traffic Signal & Highway Lighting Projects...	\$ 31.10	27%+8.00
Municipal Power/Transit Projects.....	\$ 38.47	27%+8.25
LINE CONSTRUCTION: Linemen/Cable Splicer		
DOT/Traffic Signal & Highway Lighting Projects...	\$ 43.89	27%+8.00
Municipal Power/Transit Projects.....	\$ 54.96	27%+8.25

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ELEC0071-010 01/06/2025

Statewide

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 40.44	4%+16.09
Groundman.....	\$ 29.07	4%+13.81
Lineman & Cable Splicers....	\$ 46.02	4%+17.20

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ELEC0082-002 12/02/2024

CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN  
(Wayne, Clear Creek & Franklin Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 38.00	22.49

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\* ELEC0082-006 11/25/2024

CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN  
(Wayne, Clear Creek & Franklin Townships)

	Rates	Fringes
Sound & Communication Technician		
Cable Puller.....	\$ 13.85 **	5.30
Installer/Technician.....	\$ 27.70	15.71

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ELEC0129-003 02/24/2025

LORAIN (Except Columbia Township) & MEDINA (Litchfield &  
Liverpool Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 42.95	18.81

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ELEC0129-004 02/24/2025

ERIE & HURON (Lyme, Ridgefield, Norwalk, Townsend, Wakeman,  
Sherman, Peru, Bronson, Hartland, Clarksfield, Norwich,  
Greenfield, Fairfield, Fitchville & New London Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 42.95	18.81

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ELEC0141-003 06/02/2024

BELMONT COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 42.94	27.74
ELECTRICIAN.....	\$ 39.04	27.62

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ELEC0212-003 11/26/2018

BROWN, CLERMONT & HAMILTON

	Rates	Fringes
Sound & Communication Technician.....	\$ 24.35	10.99

ELEC0212-005 06/03/2024

BROWN, CLERMONT, and HAMILTON COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 35.43	22.05

ELEC0245-001 08/26/2024

ALLEN, HARDIN, VAN WERT & WYANDOT (Crawford, Jackson, Marseilles, Mifflin, Richland, Ridge & Salem Townships)

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 32.95	28%+7.85
Groundman Truck Driver.....	\$ 20.59	28%+7.85
Lineman.....	\$ 47.07	28%+7.85

FOOTNOTE: a. Half day's Paid Holiday: The last 4 hours of the workday prior to Christmas or New Year's Day

ELEC0245-003 01/01/2025

DEFIANCE, FULTON, HANCOCK, HENRY, HURON, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS, and WOOD COUNTIES

	Rates	Fringes
Line Construction		
Cable Splicer.....	\$ 53.90	8.10+28%
Groundman/Truck Driver.....	\$ 20.51	8.10+28%
Heli-arc Welding.....	\$ 47.17	8.10+28%
Lineman.....	\$ 46.87	8.10+28%
Operator - Class 1.....	\$ 37.50	8.10+28%
Operator - Class 2.....	\$ 32.81	8.10+28%
Traffic Signal & Lighting Technician.....	\$ 42.18	8.10+28%

FOOTNOTE: a. 6 Observed Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; & Christmas Day. Employees who work on a holiday shall be paid at a rate of double their applicable classified straight-time rates for the work performed on such holiday.

ELEC0245-004 01/01/2025

ERIE COUNTY

Rates	Fringes
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Line Construction		
Cable Splicer.....	\$ 49.14	26.75%+6.75
Cablesplicer.....	\$ 53.90	28%+8.10
Groundman/Truck Driver.....	\$ 20.51	28%+8.10
Lineman.....	\$ 46.87	28%+8.10
Operator - Class 1.....	\$ 37.50	28%+8.10
Operator - Class 2.....	\$ 32.81	28%+8.10

FOOTNOTE: a. 6 Observed Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; & Christmas Day. Employees who work on a holiday shall be paid at a rate of double their applicable classified straight-time rates for the work performed on such holiday.

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ELEC0246-001 10/28/2024

	Rates	Fringes
ELECTRICIAN.....	\$ 44.00	30.38%+24.31

FOOTNOTE: a. 1 1/2 Paid Holidays: The last scheduled workday prior to Christmas & 4 hours on Good Friday.

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ELEC0306-005 05/27/2024

MEDINA (Brunswick, Chatham, Granger, Guilford, Harrisville, Hinckley, Homer, Lafayette, Medina, Montville, Sharon, Spencer, Wadsworth, Westfield & York Townships), PORTAGE (Atwater, Aurora, Brimfield, Deerfield, Franklin, Mantua, Randolph, Ravenna, Rootstown, Shalersville, Streetsboro & Suffield Townships), SUMMIT & WAYNE (Baughman, Canaan, Chester, Chippewa, Congress, Green, Milton, & Wayne Townships)

	Rates	Fringes
CABLE SPLICER.....	\$ 46.81	20.95
ELECTRICIAN.....	\$ 42.55	20.95

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ELEC0317-002 05/29/2023

GALLIA & LAWRENCE

	Rates	Fringes
CABLE SPLICER.....	\$ 32.68	18.13
ELECTRICIAN.....	\$ 37.15	28.48

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\* ELEC0540-005 12/30/2024

CARROLL (Northern half, including Fox, Harrison, Rose & Washington Townships), COLUMBIANA (Knox Township), HOLMES, MAHONING (Smith Township), STARK, TUSCARAWAS (North of Auburn, Clay, Rush & York Townships), and WAYNE (South of Baughman, Chester, Green & Wayne Townships) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 38.87	28.87

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ELEC0573-003 11/25/2024

ASHTABULA (Colebrook, Wayne, Williamsfield, Orwell & Windsor Townships), GEAUGA (Auburn, Middlefield, Parkman & Troy Townships), MAHONING (Milton Township), PORTAGE (Charlestown, Edinburg, Freedom, Hiram, Nelson, Palmyra, Paris & Windham Townships), and TRUMBULL (Except Liberty & Hubbard Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 42.20	23.20
-----		
ELEC0575-001 05/29/2023		

ADAMS, FAYETTE, HIGHLAND, HOCKING, JACKSON (Bloomfield, Franklin, Hamilton, Jefferson, Lick, Madison, Scioto, Coal, Jackson, Liberty, Milton & Washington Townships), PICKAWAY (Deer Creek, Perry, Pickaway, Salt Creek & Wayne Townships), PIKE (Beaver, Benton, Jackson, Mifflin, Pebble, PeePee, Perry, Seal, Camp Creek, Newton, Scioto, Sunfish, Union & Marion Townships), ROSS, SCIOTO & VINTON (Clinton, Eagle, Elk, Harrison, Jackson, Richland & Swan Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 37.00	22.26
-----		
ELEC0648-001 08/26/2024		

BUTLER and WARREN COUNTIES (Deerfield, Hamilton, Harlan, Massie, Salem, Turtle Creek, Union & Washington Townships)

	Rates	Fringes
CABLE SPLICER.....	\$ 30.50	18.23
ELECTRICIAN.....	\$ 36.00	23.06
-----		
ELEC0673-004 12/30/2024		

ASHTABULA (Excluding Orwell, Colebrook, Williamsfield, Wayne & Windsor Townships), GEAUGA (Burton, Chardon, Claridon, Hambden, Huntsburg, Montville, Munson, Newbury & Thompson Townships) and LAKE COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 33.81	21.47
ELECTRICIAN.....	\$ 39.47	24.02
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ELEC0683-002 05/27/2024		

CHAMPAIGN, CLARK, DELAWARE, FAIRFIELD, FRANKLIN, MADISON, PICKAWAY (Circleville, Darby, Harrison, Jackson, Madison, Monroe, Muhlenberg, Scioto, Walnut & Washington Townships), and UNION COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 41.50	24.19
ELECTRICIAN.....	\$ 40.50	25.20
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ELEC0688-003 05/30/2022		

ASHLAND, CRAWFORD, HURON (Richmond, New Haven, Ripley & Greenwich Townships), KNOX (Liberty, Clinton, Union, Howard, Monroe, Middleberry, Morris, Wayne, Berlin, Pike, Brown & Jefferson Townships), MARION, MORROW, RICHLAND and WYANDOT (Sycamore, Crane, Eden, Pitt, Antrim & Tymochtee Townships) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 32.30	21.83
-----		
ELEC0972-002 06/01/2023		

ATHENS, MEIGS, MONROE, MORGAN, NOBLE, VINTON (Brown, Knox, Madison, Vinton & Wilkesville Townships), and WASHINGTON COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 35.70	30.26
ELECTRICIAN.....	\$ 35.45	30.25
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ELEC1105-001 05/27/2024		

COSHOCTON, GUERNSEY, KNOX (Jackson, Clay, Morgan, Miller, Milford, Hilliar, Butler, Harrison, Pleasant & College Townships), LICKING, MUSKINGUM, PERRY, and TUSCARAWAS (Auburn, York, Clay, Jefferson, Rush, Oxford, Washington, Salem, Perry & Bucks Townships) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 39.60	24.41
-----		
ENGI0018-003 05/01/2024		

ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN, MEDINA, PORTAGE, and SUMMIT COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 45.63	16.41
GROUP 2.....	\$ 45.53	16.41
GROUP 3.....	\$ 44.49	16.41
GROUP 4.....	\$ 43.27	16.41
GROUP 5.....	\$ 37.98	16.41
GROUP 6.....	\$ 46.63	16.41
GROUP 7.....	\$ 46.63	16.41

OPERATING ENGINEER CLASSIFICATIONS

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



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

GROUP 2 - Asphalt Paver; Automatic Subgrader Machine, Self-Propelled (CMI Type); Bobcat Type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Boring Machine More than 48"; Bulldozer; Endloader; Horizontal Directional Drill (Over 50,000 ft lbs thrust); Hydro Milling Machine; Kolman-type Loader (production type-Dirt); Lead Greaseman; Lighting & Traffic Signal Installation Equipment (includes all groups or classifications); Material Transfer Equipment (Shuttle Buggy) Asphalt; Pettibone-Rail Equipment; Power Grader; Power Scraper; Push Cat; Rotomill (all), Grinders & Planers of All types; Trench Machine (24" wide & under); Vermeer type Concrete Saw; and Maintenance Operators (Portage and Summit Counties Only).

GROUP 3 - A-Frame; Air Compressor on Tunnel Work (low pressure); Asphalt Plant Engineer (Portage and Summit Counties Only); Bobcat-type and/or Skid Steer Loader with or without Attachments; Highway Drills (all types); Locomotive (narrow gauge); Material Hoist/Elevator; Mixer, Concrete (more than one bag capacity); Mixer, one bag capacity (Side Loader); Power Boiler (Over 15 lbs. Pressure) Pump Operator installing & operating Well Points; Pump (4" & over discharge); Roller, Asphalt; Rotovator (lime soil stabilizer); Switch & Tie Tampers (without lifting & aligning device); Utility Operator (Small equipment); Welding Machines; and Railroad Tie Insert/Remover; Articulating/straight bed end dumps if assigned (minus \$4.00 per hour).

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

GROUP 5 - Compressor (Portable, Sewer, Heavy & Highway); Drum

Fireperson (Asphalt Plant); Generator; Masonry Fork Lift; Inboard-Outboard Motor Boat Launch; Oil Heater (asphalt plant); Oiler/Helper; Power Driven Heater; Power Sweeper & Scrubber; Pump (under 4" discharge); Signalperson; Tire Repairperson; VAC/ALLS; Cranes - Compact, track or rubber under 4,000 pound capacity; fueling and greasing; and Chainmen.

GROUP 6 - Master Mechanic & Boom from 150 to 180.

GROUP 7 - Boom from 180 and over.

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ENGI0018-004 05/01/2024

ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, LUCAS, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD, and YANDOT COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 44.14	16.41
GROUP 2.....	\$ 44.02	16.41
GROUP 3.....	\$ 42.98	16.41
GROUP 4.....	\$ 41.80	16.41
GROUP 5.....	\$ 36.34	16.41
GROUP 6.....	\$ 45.14	16.41
GROUP 7.....	\$ 45.14	16.41

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Air Compressor on Steel Erection; Barrier Moving Machine; Boiler Operator on Compressor or Generator when mounted on a Rig; Cableway; Combination Concrete Mixer & Tower; Concrete Plant (over 4 yd. Capacity); Concrete Pump; Crane (All Types, Including Boom Truck, Cherry Picker); Crane-Compact, Track or Rubber over 4,000 lbs. capacity; Cranes-Self Erecting, Stationary, Track or Truck (All Configurations); Derrick; Dragline; Dredge (Dipper, Clam or Suction); Elevating Grader or Euclid Loader; Floating Equipment (All Types); Gradall; Helicopter Crew (Operator-Hoist or Winch); Hoe (all types); Hoisting Engine on Shaft or Tunnel Work; Hydraulic Gantry (Lifting System); Industrial-Type Tractor; Jet Engine Dryer (D8 or D9) Diesel Tractor; Locomotive (Standard Gauge); Maintenance Operator Class A; Mixer, Paving (Single or Double Drum); Mucking Machine; Multiple Scraper; Piledriving Machine (All Types); Power Shovel; Prentice Loader; Quad 9 (Double Pusher); Rail Tamper (with auto lifting & aligning device); Refrigerating Machine (Freezer Operation); Rotary Drill, on Caisson work; Rough Terrain Fork Lift with Winch/Hoist; Side-Boom; Slip-Form Paver; Tower Derrick; Tree Shredder; Trench Machine (Over 24" wide); Truck Mounted Concrete Pump; Tug Boat; Tunnel

Machine and/or Mining Machine; and Wheel Excavator.

GROUP 2 - Asphalt Paver; Automatic Subgrader Machine, Self-Propelled (CMI Type); Bobcat Type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Boring Machine More than 48""; Bulldozer; Endloader; Hydro Milling Machine; Horizontal Directional Drill (over 50,000 ft. lbs. thrust);Kolman-type Loader (production type-Dirt); Lead Greaseman; Lighting & Traffic Signal Installation Equipment (includes all groups or classifications); Material Transfer Equipment (Shuttle Buggy) Asphalt; Pettibone-Rail Equipment; Power Grader; Power Scraper; Push Cat; Rotomill (all), Grinders & Planers of All types; Trench Machine (24"" wide & under); and Vermeer type Concrete Saw.

GROUP 3 - A-Frame; Air Compressor on Tunnel Work (low pressure); Asphalt Plant Engineer; Bobcat-type and/or Skid Steer Loader with or without Attachments; Highway Drills (all types); Locomotive (narrow gauge); Material Hoist/Elevator; Mixer, Concrete (more than one bag capacity); Mixer, one bag capacity (Side Loader); Power Boiler (Over 15 lbs. Pressure) Pump Operator installing & operating Well Points; Pump (4"" & over discharge); Railroad Tie Inserter/Remover; Roller, Asphalt; Rotovator (lime soil stabilizer); Switch & Tie Tampers (without lifting & aligning device); Utility Operator (Small equipment); and Welding Machines; Artiaculating/straight bed end dumps if assigned (minus \$4.00 per hour.

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

GROUP 5 - Compressor (Portable, Sewer, Heavy & Highway); Drum Fireperson (Asphalt Plant); Generator; Masonary Forklift; Inboard-Outboard Motor Boat Launch; Oil Heater (asphalt plant); Oiler/Helper; Power Driven Heater; Power Sweeper & Scrubber; Pump (under 4"" discharge); Signalperson; Tire Repairperson; VAC/ALLS; Cranes - Compact, track or rubber under 4,000 pound capacity; fueling and greasing; and Chainmen.

GROUP 6 - Master Mechanic & Boom from 150 to 180.

GROUP 7 - Boom from 180 and over.

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ENGI0066-023 06/01/2023

COLUMBIANA, MAHONING & TRUMBULL COUNTIES

POWER EQUIPMENT OPERATOR		
ASBESTOS; HAZARDOUS/TOXIC		
WASTE PROJECTS		
GROUP 1 - A & B.....	\$ 44.63	24.30
ASBESTOS; HAZARDOUS/TOXIC		
WASTE PROJECTS		
GROUP 2 - A & B.....	\$ 44.30	24.30
ASBESTOS; HAZARDOUS/TOXIC		
WASTE PROJECTS		
GROUP 3 - A & B.....	\$ 38.47	24.30
ASBESTOS; HAZARDOUS/TOXIC		
WASTE PROJECTS		
GROUP 4 - A & B.....	\$ 34.52	24.30
ASBESTOS; HAZARDOUS/TOXIC		
WASTE PROJECTS		
GROUP 5 - A & B.....	\$ 31.13	24.30
HAZARDOUS/TOXIC WASTE		
PROJECTS		
GROUP 1 - C & D.....	\$ 40.91	24.30
HAZARDOUS/TOXIC WASTE		
PROJECTS		
GROUP 2 - C & D.....	\$ 40.61	24.30
HAZARDOUS/TOXIC WASTE		
PROJECTS		
GROUP 3 - C & D.....	\$ 35.27	24.30
HAZARDOUS/TOXIC WASTE		
PROJECTS		
GROUP 4 - C & D.....	\$ 31.65	24.30
HAZARDOUS/TOXIC WASTE		
PROJECTS		
GROUP 5 - C & D.....	\$ 28.53	24.30
ALL OTHER WORK		
GROUP 1.....	\$ 37.19	24.30
ALL OTHER WORK		
GROUP 2.....	\$ 36.92	24.30
ALL OTHER WORK		
GROUP 3.....	\$ 32.06	24.30
ALL OTHER WORK		
GROUP 4.....	\$ 28.77	24.30
ALL OTHER WORK		
GROUP 5.....	\$ 25.94	24.30

GROUP 1 - Rig, Pile Driver or Caisson Type; & Rig, Pile Hydraulic Unit Attached

GROUP 2 - Asphalt Heater Planer; Backfiller with Drag Attachment; Backhoe; Backhoe with Shear attached; Backhoe-Rear Pivotal Swing; Batch Plant-Central Mix Concrete; Batch Plant, Portable concrete; Berm Builder-Automatic; Boat Derrick; Boat-Tug; Boring Machine Attached to Tractor; Bullclam; Bulldozer; C.M.I. Road Builder & Similar Type; Cable Placer & Layer; Carrier-Straddle; Carryall-Scraper or Scoop; Chicago Boom; Compactor with Blade Attached; Concrete Saw (Vermeer or similar type); Concrete Spreader Finisher; Combination, Bidwell Machine; Crane; Crane-Electric Overhead; Crane-Rough Terrain; Crane-Side Boom; Crane-Truck; Crane-Tower; Derrick-Boom; Derrick-Car; Digger-Wheel (Not trencher or road widener); Double Nine; Drag Line; Dredge; Drill-Kenny or Similar Type; Easy Pour Median Barrier Machine (or similar type); Electromatic; Frankie Pile; Gradall; Grader; Gurry; Self-Propelled; Heavy Equipment Robotics Operator/Mechanic; Hoist-Monorail; Hoist-Stationary & Mobile Tractor; Hoist, 2 or 3 drum; Horizontal Directional Drill Operator; Jackall; Jumbo

Machine; Kocal & Kuhlman; Land-Seagoing Vehicle; Loader, Elevating; Loader, Front End; Loader, Skid Steer; Locomotive; Mechanic/Welder; Metro Chip Harvester with Boom; Mucking Machine; Paver-Asphalt Finishing Machine; Paver-Road Concrete; Paver-Slip Form (C.M.I. or similar); Place Crete Machine with Boom; Post Driver (Carrier mounted); Power Driven Hydraulic Pump & Jack (When used in Slip Form or Lift Slab Construction); Pump Crete Machine; Regulator-Ballast; Hydraulic Power Unit not attached to Rig for Pile Drillings; Rigs-Drilling; Roto Mill or similar Full Lane (8' Wide & Over); Roto Mill or similar type (Under 8'); Shovel; Slip Form Curb Machine; Speedwing; Spikemaster; Stonecrusher; Tie Puller & Loader; Tie Tamper; Tractor-Double Boom; Tractor with Attachments; Truck-Boom; Truck-Tire; Trench Machine; Tunnel Machine (Mark 21 Java or similar); & Whirley (or similar type)

GROUP 3 - Asphalt Plant; Bending Machine (Pipeline or similar type); Boring machine, Motor Driven; Chip Harvester without Boom; Cleaning Machine, Pipeline Type; Coating Machine, Pipeline Type; Compactor; Concrete Belt Placer; Concrete Finisher; Concrete Planer or Asphalt; Concrete Spreader; Elevator; Fork Lift (Home building only); Fork lift & Lulls; Fork Lift Walk Behind (Hoisting over 1 buck high); Form Line Machine; Grease Truck operator; Grout Pump; Gunnite Machine; Horizontal Directional Drill Locator; Single Drum Hoist with or without Tower; Huck Bolting Machine; Hydraulic Scaffold (Hoisting building materials); Paving Breaker (Self-propelled or Ridden); Pipe Dream; Pot Fireperson (Power Agitated); Refrigeration Plant; Road Widener; Roller; Sasgen Derrick; Seeding Machine; Soil Stabilizer (Pump type); Spray Cure Machine, Self-Propelled; Straw Blower Machine; Sub-Grader; Tube Finisher or Broom C.M.I. or similar type; & Tugger Hoist

GROUP 4 - Air Curtain Destructor & Similar Type; Batch Plant-Job Related; Boiler Operator; Compressor; Conveyor; Curb Builder, self-propelled; Drill Wagon; Generator Set; Generator-Steam; Heater-Portable Power; Hydraulic Manipulator Crane; Jack-Hydraulic Power driven; Jack-Hydraulic (Railroad); Ladavator; Minor Machine Operator; Mixer-Concrete; Mulching Machine; Pin Puller; Power Broom; Pulverizer; Pump; Road Finishing Machine (Pull Type); Saw-Concrete-Self-Propelled (Highway Work); Signal Person; Spray Cure Machine-Motor Powered; Stump Cutter; Tractor; Trencher Form; Water Blaster; Steam Jenny; Syphon; Vibrator-Gasoline; & Welding Machine

GROUP 5 - Brakeperson; Fireperson; & Oiler

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IRON0017-002 05/01/2024

ASHTABULA (North of Route 6, starting at the Geauga County Line, proceeding east to State Route 45), CUYAHOGA, ERIE (Eastern 2/3), GEAUGA, HURON (East of a line drawn from the north border through Monroeville & Willard), LAKE, LORAIN, MEDINA (North of Old Rte. #224), PORTAGE (West of a line from Middlefield to Shalersville to Deerfield), and SUMMIT (North of Old Rte. #224, including city limits of Barberton) COUNTIES

Ornamental, Reinforcing, & Structural.....	\$ 36.83	29.01
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IRON0017-010 05/01/2024		

ASHTABULA (Eastern part from Lake Erie on the north to route #322 on the south to include Conneaut, Kingsville, Sheffield, Denmark, Dorset, Cherry Valley, Wayne, Monroe, Pierpont, Richmond, Andover & Williamsfield Townships)

	Rates	Fringes
IRONWORKER Structural, including metal building erection & Reinforcing.....	\$ 36.83	29.01
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IRON0044-001 06/01/2024		

ADAMS (Western Part), BROWN, BUTLER (Southern Part), CLERMONT, CLINTON (South of a line drawn from Blanchester to Lynchburg), HAMILTON, HIGHLAND (Excluding eastern one-fifth & portion of county inside lines drawn from Marshall to Lynchburg from the northern county line through E. Monroe to Marshall) and WARREN (South of a line drawn from Blanchester through Morrow to the west county line) COUNTIES

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 35.87	23.60
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IRON0044-002 06/01/2024		

CLINTON (South of a line drawn from Blanchester to Lynchburg), HAMILTON, HIGHLAND (Excluding eastern one-fifth & portion of county inside lines drawn from Marshall to Lynchburg from the northern county line through E. Monroe to Marshall) & WARREN (South of a line drawn from Blanchester through Morrow to the west county line)

	Rates	Fringes
IRONWORKER Fence Erector.....	\$ 33.60	23.60
Ornamental; Structural.....	\$ 35.37	23.60
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IRON0055-003 07/01/2024		

CRAWFORD (Area Between lines drawn from where Hwy #598 & #30 meet through N. Liberty to the northern border & from said Hwy junction point due west to the border), DEFIANCE (S. of a line drawn from where Rte. #66 meets the northern line through Independence to the eastern county border), ERIE (Western 1/3), FULTON, HANCOCK, HARDIN (North of a line drawn from Maysville to a point 4 miles south of the northern line on the eastern line), HENRY, HURON (West of a line drawn from the northern border through Monroeville & Willard), LUCAS, OTTAWA, PUTNAM (East of a line drawn from the northern border down through Miller City to where #696 meets the southern border), SANDUSKY, SENECA, WILLIAMS (East of a line drawn from Pioneer through Stryker to the southern border), WOOD & WYANDOT (North of Rte. #30)

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 26.40	24.62
Flat Road Mesh.....	\$ 29.77	21.30
Tunnels & Caissons Under Pressure.....	\$ 29.77	21.30
All Other Work.....	\$ 35.50	29.20
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IRON0147-002 06/01/2024		

ALLEN (Northern half), DEFIANCE (Northern part, excluding south of a line drawn from where Rte. #66 meets the northern line through Independence to the eastern county border), MERCER (Northern half), PAULDING, PUTNAM (Western part, excluding east of a line drawn from the northern border down through Miller City to where #696 meets the southern border), VAN WERT, and WILLIAMS (Western part, excluding east of a line drawn from Pioneer through Stryker to the southern border) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 34.20	26.39
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IRON0172-002 06/01/2024		

CHAMPAIGN (Eastern one-third), CLARK (Eastern one-fourth), COSHOCTON (West of a line beginning at the northwestern county line going through Walhonding & Tunnel Hill to the southern county line), CRAWFORD (South of Rte. #30), DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, HARDIN (Excluding a line drawn from Roundhead to Maysville), HIGHLAND (Eastern one-fifth), HOCKING, JACKSON (Northern half), KNOX, LICKING, LOGAN (Eastern one-third), MADISON, MARION, MORROW, MUSKINGUM (West of a line starting at Adams Mill going to Adamsville & going from Adamsville through Blue Rock to the southern border), PERRY, PICKAWAY, PIKE (Northern half), ROSS, UNION, VINTON and WYANDOT (South of Rte. #30) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 36.77	22.85
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IRON0207-004 06/01/2024		

ASHTABULA (Southern part starting at the Geauga County line), COLUMBIANA (E. of a line from Damascus to Highlandtown), MAHONING (N. of Old Route #224), PORTAGE (E. of a line from Middlefield to Shalersville to Deerfield) & TRUMBULL

	Rates	Fringes
IRONWORKER		
Layout; Sheeter.....	\$ 35.83	27.41
Ornamental; Reinforcing; Structural.....	\$ 34.83	27.41
Ornamental; Reinforcing.....	\$ 28.92	25.61
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IRON0290-002 06/01/2024		

ALLEN (Southern half), AUGLAIZE, BUTLER (North of a line drawn from east to the west county line going through Oxford, Darrtown & Woodsdale), CHAMPAIGN (Excluding east of a line drawn from Catawla to the point where #68 intersects the northern county line), CLARK (Western two-thirds), CLINTON (Excluding south of a line drawn from Blanchester to Lynchburg), DARKE, GREENE, HIGHLAND (Inside lines drawn from Marshall to Lynchburg & from the northern county line through East Monroe to Marshall), LOGAN (West of a line drawn from West Liberty to where the northern county line meets the western county line of Hardin), MERCER (Southern half), MIAMI, MONTGOMERY, PREBLE, SHELBY & WARREN (Excluding south of a line drawn from Blanchester through Morrow to the western county line) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 35.39	24.35
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IRON0549-003 12/01/2022		

BELMONT, GUERNSEY, HARRISON, JEFFERSON, MONROE & MUSKINGUM (Excluding portion west of a line starting at Adams Mill going to Adamsville and going from Adamsville through Blue Rock to the south border)

	Rates	Fringes
IRONWORKER.....	\$ 35.19	25.66
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IRON0550-004 05/01/2024		

ASHLAND, CARROLL, COLUMBIANA (W. of a line from Damascus to Highlandtown), COSHOCTON (E. of a line beginning at NW Co. line going through Walhonding & Tunnel Hill to the South Co. line), HOLMES, HURON (S. of Old Rte. #224), MAHONING (S. of Old Rte. #224), MEDINA (S. of Old Rte. #224), PORTAGE (S. of Old Rte. #224), RICHLAND, STARK, SUMMIT (S. of Old Rte. #224, Excluding city limits of Barberton), TUSCARAWAS, & WAYNE

	Rates	Fringes
Ironworkers:Structural, Ornamental and Reinforcing.....	\$ 34.70	22.88
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IRON0769-004 06/01/2024		

ADAMS (Eastern Half), GALLIA, JACKSON (Southern Half), LAWRENCE & SCIOTO

	Rates	Fringes
IRONWORKER.....	\$ 37.66	29.24
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IRON0787-003 06/01/2024		

ATHENS, MEIGS, MORGAN, NOBLE, and WASHINGTON COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 33.00	24.25



LAB00265-008 05/01/2024

	Rates	Fringes
LABORER		
ASHTABULA, ERIE, HURON, LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PORTAGE, SANDUSKY, STARK, SUMMIT, TRUMBULL & WOOD COUNTIES		
GROUP 1.....	\$ 35.95	14.45
GROUP 2.....	\$ 36.12	14.45
GROUP 3.....	\$ 36.45	14.45
GROUP 4.....	\$ 36.90	14.45
CUYAHOGA AND GEAUGA COUNTIES ONLY: SEWAGE PLANTS, WASTE PLANTS, WATER TREATMENT FACILITIES, PUMPING STATIONS, & ETHANOL PLANTS CONSTRUCTION.....		
	\$ 38.56	14.45
CUYAHOGA, GEAUGA & LAKE COUNTIES		
GROUP 1.....	\$ 37.18	14.45
GROUP 2.....	\$ 37.35	14.45
GROUP 3.....	\$ 37.68	14.45
GROUP 4.....	\$ 38.13	14.45
REMAINING COUNTIES OF OHIO		
GROUP 1.....	\$ 35.52	14.45
GROUP 2.....	\$ 35.69	14.45
GROUP 3.....	\$ 36.02	14.45
GROUP 4.....	\$ 36.47	14.45

LABORER CLASSIFICATIONS

- GROUP 1 - Asphalt Laborer; Carpenter Tender; Concrete Curing Applicator; Dump Man (Batch Truck); Guardrail and Fence Installer; Joint Setter; Laborer (Construction); Landscape Laborer; Mesh Handlers & Placer; Right-of-way Laborer; Riprap Laborer & Grouter; Scaffold Erector; Seal Coating; Surface Treatment or Road Mix Laborer; Sign Installer; Slurry Seal; Utility Man; Bridge Man; Handyman; Waterproofing Laborer; Flagperson; Hazardous Waste (level D); Diver Tender; Zone Person & Traffic Control
- GROUP 2 - Asphalt Raker; Concrete Puddler; Kettle Man Pipeline); Machine Driven Tools (Gas, Electric, Air); Mason Tender; Brick Paver; Mortar Mixer; Power Buggy or Power Wheelbarrow; Paint Striper; Sheeting & Shoring Man; Surface Grinder Man; Plastic Fusing Machine Operator; Pug Mill Operator; & Vacuum Devices (wet or dry); Rodding Machine Operator; Diver; Screwman or Paver; Screed Person; Water Blast, Hand Held Wand; Pumps 4" & Under (Gas, Air or Electric) & Hazardous Waste (level C); Air Track and Wagon Drill; Bottom Person; Cofferdam (below 25 ft. deep); Concrete Saw Person; Cutting with Burning Torch; Form Setter; Hand Spiker (Railroad); Pipelayer; Tunnel Laborer (without air) & Caisson; Underground Person (working in Sewer and Waterline, Cleaning, Repairing & Reconditioning); Sandblaster Nozzle Person; & Hazardous Waste (level B)
- GROUP 3 - Blaster; Mucker; Powder Person; Top Lander; Wrencher (Mechanical Joints & Utility Pipeline); Yarner; Hazardous Waste (level A); Concrete Specialist; Concrete

Crew in Tunnels (With Air-pressurized - \$1.00 premium);  
Curb Setter & Cutter; Grade Checker; Utility Pipeline  
Tapper; Waterline; and Caulker

GROUP 4 - Miner (With Air-pressurized - \$1.00 premium); &  
Gunite Nozzle Person

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

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

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PAIN0006-002 05/01/2023

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, PORTAGE (N. of the  
East-West Turnpike) & SUMMIT (N. of the East-West Turnpike)

	Rates	Fringes
PAINTER		
COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS		
GROUP 1.....	\$ 30.75	18.95
GROUP 2.....	\$ 31.15	18.95
GROUP 3.....	\$ 31.45	18.95
GROUP 4.....	\$ 37.01	18.95
COMMERCIAL REPAINT		
GROUP 1.....	\$ 29.25	18.95
GROUP 2.....	\$ 29.65	18.95
GROUP 3.....	\$ 29.95	18.95

PAINTER CLASSIFICATIONS - COMMERCIAL NEW WORK; REMODELING; &  
RENOVATIONS

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

GROUP 3 - Spray Painting; Closed Steel Above 55 feet; Bridges  
& Open Structural Steel; Tanks - Water Towers; Bridge  
Painters; Bridge Riggers; Containment Builders

GROUP 4 - Bridge Blaster

PAINTER CLASSIFICATIONS - COMMERCIAL REPAINT

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

GROUP 3 - Spray Painting

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PAIN0007-002 07/01/2024

FULTON, HENRY, LUCAS, OTTAWA (Excluding Allen, Bay, Bono,  
Catawba Island, Clay Center, Curtice, Danbury, Eagle Beach,  
Elliston, Elmore, Erie, Fishback, Gem Beach & Genova) & WOOD

	Rates	Fringes
PAINTER		

NEW COMMERCIAL WORK		
GROUP 1.....	\$ 31.84	20.79
GROUP 2.....	\$ 32.84	20.79
GROUP 3.....	\$ 32.84	20.79
GROUP 4.....	\$ 32.84	20.79
GROUP 5.....	\$ 32.84	20.79
GROUP 6.....	\$ 32.84	20.79
GROUP 7.....	\$ 32.84	20.79
GROUP 8.....	\$ 32.84	20.79
GROUP 9.....	\$ 32.84	20.79

REPAINT IS 90% OF JR

PAINTER CLASSIFICATIONS

GROUP 1 - Brush; Spray & Sandblasting Pot Tender

GROUP 2 - Refineries & Refinery Tanks; Surfaces 30 ft. or over where material is applied to or labor performed on above ground level (exterior), floor level (interior)

GROUP 3 - Swing Stage & Chair

GROUP 4 - Lead Abatement

GROUP 5 - All Methods of Spray

GROUP 6 - Solvent-Based Catalized Epoxy Materials of 2 or More Component Materials, to include Solvent-Based Conversion Varnish (excluding water based)

GROUP 7 - Spray Solvent Based Material; Sand & Abrasive Blasting

GROUP 8 - Towers; Tanks; Bridges; Stacks Over 30 Feet

GROUP 9 - Epoxy Spray (excluding water based)

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PAIN0012-008 05/01/2019

BUTLER COUNTY

	Rates	Fringes
PAINTER		
GROUP 1.....	\$ 21.95	10.20
GROUP 2.....	\$ 25.30	10.20
GROUP 3.....	\$ 25.80	10.20
GROUP 4.....	\$ 26.05	10.20
GROUP 5.....	\$ 26.30	10.20

PAINTER CLASSIFICATIONS

GROUP 1: Bridge Equipment Tender; Bridge/Containment Builder

GROUP 2: Brush & Roller

GROUP 3: Spray

GROUP 4: Sandblasting; & Waterblasting

GROUP 5: Elevated Tanks; Steeplejack Work; Bridge; & Lead Abatement

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PAIN0012-010 05/01/2019

BROWN, CLERMONT, CLINTON, HAMILTON & WARREN

	Rates	Fringes
PAINTER		
HEAVY & HIGHWAY BRIDGES- GUARDRAILS-LIGHTPOLES- STRIPING		
Bridge Equipment Tender and Containment Builder....	\$ 21.95	10.20
Bridges when highest point of clearance is 60 feet or more; & Lead		
Abatement Projects.....	\$ 26.30	10.20
Brush & Roller.....	\$ 25.30	10.20
Sandblasting & Hopper Tender; Water Blasting.....	\$ 26.05	10.20
Spray.....	\$ 25.80	10.20

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PAIN0093-001 12/01/2024

ATHENS, GUERNSEY, HOCKING, MONROE, MORGAN, NOBLE and  
WASHINGTON COUNTIES

	Rates	Fringes
PAINTER		
Bridges; Locks; Dams; Tension Towers; & Energized Substations.....	\$ 36.44	24.46
Power Generating Facilities.	\$ 33.29	24.46

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PAIN0249-002 05/01/2024

CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE

	Rates	Fringes
PAINTER		
GROUP 1 - Brush & Roller....	\$ 27.15	13.64
GROUP 2 - Swing, Scaffold Bridges; Structural Steel; Open Acid Tank; High Tension Electrical Equipment; & Hot Pipes.....	\$ 27.15	13.64
GROUP 3 - Spray; Sandblast; Steamclean; Lead Abatement.....	\$ 27.90	13.64
GROUP 4 - Steeplejack Work..	\$ 28.10	13.64
GROUP 5 - Coal Tar.....	\$ 28.65	13.64
GROUP 6 - Bridge Equipment Tender & or Containment Builder.....	\$ 35.86	13.64
GROUP 7 - Tanks, Stacks & Towers.....	\$ 31.09	13.64
GROUP 8 - Bridge Blaster, Rigger.....	\$ 38.86	13.64

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PAIN0356-002 09/01/2009

KNOX, LICKING, MUSKINGUM, and PERRY

	Rates	Fringes
PAINTER		
Bridge Equipment Tenders and Containment Builders....	\$ 27.93	7.25
Bridges; Blasters; and Riggers.....	\$ 34.60	7.25
Brush and Roller.....	\$ 20.93	7.25
Sandblasting; Steam Cleaning; Waterblasting; and Hazardous Work.....	\$ 25.82	7.25
Spray.....	\$ 21.40	7.25
Structural Steel and Swing Stage.....	\$ 25.42	7.25
Tanks; Stacks; and Towers...	\$ 28.63	7.25

PAIN0438-002 12/01/2023

BELMONT, HARRISON and JEFFERSON COUNTIES

	Rates	Fringes
PAINTER		
Bridges, Locks, Dams, Tension Towers & Energized Substations.....	\$ 36.09	19.49
Power Generating Facilities.	\$ 32.94	19.49

PAIN0476-001 06/01/2024

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

	Rates	Fringes
PAINTER		
GROUP 1.....	\$ 28.39	17.14
GROUP 2.....	\$ 35.02	17.14
GROUP 3.....	\$ 28.60	17.14
GROUP 4.....	\$ 28.89	17.14
GROUP 5.....	\$ 29.04	17.14
GROUP 6.....	\$ 29.29	17.14
GROUP 7.....	\$ 30.39	17.14

PAINTER CLASSIFICATIONS:

GROUP 1: Painters, Brush & Roller

GROUP 2: Bridges

GROUP 3: Structural Steel

GROUP 4: Spray, Except Bar Joist/Deck

GROUP 5: Epoxy/Mastic; Spray- Bar Joist/Deck; Working Above  
50 Feet; and Swingstages

GROUP 6: Tanks; Sandblasting

GROUP 7: Towers; Stacks

PAIN0555-002 11/01/2023

ADAMS, HIGHLAND, JACKSON, PIKE & SCIOTO

	Rates	Fringes
PAINTER		
GROUP 1.....	\$ 32.18	20.29
GROUP 2.....	\$ 33.81	20.29
GROUP 3.....	\$ 35.44	20.29
GROUP 4.....	\$ 38.63	20.29

PAINTER CLASSIFICATIONS

GROUP 1 - Containment Builder

GROUP 2 - Brush; Roller; Power Tools, Under 40 feet

GROUP 3 - Sand Blasting; Spray; Steam Cleaning; Pressure Washing; Epoxy & Two Component Materials; Lead Abatement; Hazardous Waste; Toxic Materials; Bulk & Storage Tanks of 25,000 Gallon Capacity or More; Elevated Tanks

GROUP 4 - Stacks; Bridges

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PAIN0639-001 05/01/2011

	Rates	Fringes
Sign Painter & Erector.....	\$ 20.61	3.50+a+b+c

FOOTNOTES: a. 7 Paid Holidays: New Year's Day; Memorial Day; July 4th; Labor Day; Thanksgiving Day; Christmas Day & 1 Floating Day  
b. Vacation Pay: After 1 year's service - 5 days' paid vacation; After 2, but less than 10 years' service - 10 days' paid vacation; After 10, but less than 20 years' service - 15 days' paid vacation; After 20 years' service - 20 days' paid vacation  
c. Funeral leave up to 3 days maximum paid leave for death of mother, father, brother, sister, spouse, child, mother-in-law, father-in-law, grandparent and inlaw provided employee attends funeral

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PAIN0788-002 06/01/2024

ASHLAND, CRAWFORD, ERIE, HANCOCK, HURON, MARION, MORROW, OTTAWA (Allen, Bay, Bono, Catawba Island, Clay Center, Curtice, Danbury, Eagle Beach, Elliston, Elmore, Erie, Fishback, Gem Beach & Genoa), RICHLAND, SANDUSKY, SENECA & WYANDOT

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 29.13	17.52
Structural Steel.....	\$ 30.73	17.52

WINTER REPAINT: Between December 1 to March 31 - 90%JR

\$.50 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK:

While working swingstage, boatswain chair, needle beam and horizontal cable. While operating sprayguns, sandblasting,

cobblasting and high pressure waterblasting (4000psi).

\$1.00 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK:

For the application of catalized epoxy, including latex epoxy that is deemed hazardous, lead abatement, or for work or material where special precautions beyond normal work duties must be taken. For working on stacks, tanks, and towers over 40 feet in height.

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PAIN0813-005 12/01/2008

GALLIA, LAWRENCE, MEIGS & VINTON

	Rates	Fringes
PAINTER		
Base Rate.....	\$ 24.83	10.00
Bridges, Locks, Dams & Tension Towers.....	\$ 27.83	10.00

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PAIN0841-001 06/01/2023

MEDINA, PORTAGE (South of and including Ohio Turnpike), and SUMMIT (South of and including Ohio Turnpike) COUNTIES

	Rates	Fringes
Painters:		
GROUP 1.....	\$ 30.18	15.50
GROUP 2.....	\$ 30.83	15.50
GROUP 3.....	\$ 30.93	15.50
GROUP 4.....	\$ 31.03	15.50
GROUP 5.....	\$ 31.43	15.50
GROUP 6.....	\$ 39.20	11.75
GROUP 7.....	\$ 31.68	15.50

PAINTER CLASSIFICATIONS:

GROUP 1 - Brush, Roller & Paperhanger

GROUP 2 - Epoxy Application

GROUP 3 - Swing Scaffold, Bosum Chair, & Window Jack

GROUP 4 - Spray Gun Operator of Any & All Coatings

GROUP 5 - Sandblast, Painting of Standpipes, etc. from Scaffolds, Bridge Work and/or Open Structural Steel, Standpipes and/or Water Towers

GROUP 6 - Public & Commerce Transportation, Steel or Galvanized, Bridges, Tunnels & Related Support Items (concrete)

GROUP 7 - Synthetic Exterior, Drywall Finisher and/or Taper, Drywall Finisher and Follow-up Man Using Automatic Tools

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PAIN0841-002 06/01/2023

CARROLL, COSHOCTON, HOLMES, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
PAINTER		
Bridges; Towers, Poles & Stacks; Sandblasting Steel; Structural Steel & Metalizing.....	\$ 31.43	15.50
Brush & Roller.....	\$ 30.18	15.50
Spray; Tank Interior & Exterior.....	\$ 31.03	15.50
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PAIN1020-002 07/01/2024		

ALLEN, AUGLAIZE, CHAMPAIGN, DEFIANCE, HARDIN, LOGAN, MERCER,  
PAULDING, PUTNAM, SHELBY, VAN WERT, and WILLIAMS COUNTIES

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 26.54	17.66
Drywall Finishing & Taping..	\$ 27.29	17.66
Lead Abatement.....	\$ 28.29	17.66
Spray, Sandblasting Pressure Cleaning, & Refinery.....	\$ 27.29	17.66
Swing Stage, Chair, Spiders, & Cherry Pickers...	\$ 26.79	17.66
Wallcoverings.....	\$ 27.29	17.66
All surfaces 40 ft. or over where material is applied to or labor performed on, above ground level (exterior), floor level (interior) - \$.50 premium		
Applying Coal Tar Products - \$1.00 premium		
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PAIN1275-002 05/01/2024		

DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, MADISON, PICKAWAY, ROSS  
& UNION

	Rates	Fringes
PAINTER		
Bridges.....	\$ 36.26	14.91
Brush; Roller.....	\$ 30.65	14.91
Sandblasting; Steamcleaning; Waterblasting (3500 PSI or Over)& Hazardous Work.....	\$ 31.35	14.91
Spray.....	\$ 31.15	14.91
Stacks; Tanks; & Towers.....	\$ 33.46	14.91
Structural Steel & Swing Stage.....	\$ 29.50	14.91
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PLAS0109-001 06/01/2024		

MEDINA, PORTAGE, STARK, and SUMMIT COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 31.70	23.63



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PLAS0109-003 06/01/2024

CARROLL, HOLMES, TUSCARAWAS, and WAYNE COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 31.70	23.63

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PLAS0132-002 07/01/2024

BROWN, BUTLER, CLERMONT, HAMILTON, HIGHLAND, WARREN COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 30.40	16.54

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PLAS0404-002 05/01/2018

ASHTABULA, CUYAHOGA, GEAUGA, AND LAKE COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 29.63	17.11

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PLAS0404-003 05/01/2018

LORAIN COUNTY

	Rates	Fringes
PLASTERER.....	\$ 28.86	17.11

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PLAS0526-022 05/01/2018

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 28.86	17.11

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PLAS0526-023 05/01/2018

BELMONT, HARRISON, and JEFFERSON COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 28.21	17.11

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PLAS0886-001 07/01/2024

FULTON, HANCOCK, HENRY, LUCAS, PUTNAM, and WOOD COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 33.73	23.25

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PLAS0886-003 07/01/2024

DEFIANCE, ERIE, HURON, OTTAWA, PAULDING, SANDUSKY, and SENECA

	Rates	Fringes
PLASTERER.....	\$ 33.73	23.25

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PLAS0886-004 07/01/2024

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, and VAN WERT

	Rates	Fringes
PLASTERER.....	\$ 33.73	23.25

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PLUM0042-002 07/01/2024

ASHLAND, CRAWFORD, ERIE, HURON, KNOX, LORAIN, MORROW, RICHLAND  
& WYANDOT

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 40.62	25.67

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PLUM0050-002 07/01/2024

DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING,  
PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 49.70	30.76

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PLUM0055-003 05/01/2024

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, MEDINA (N. of Rte. #18 &  
Smith Road) & SUMMIT (N. of Rte. #303, including the corporate  
limits of the city of Hudson)

	Rates	Fringes
PLUMBER.....	\$ 42.36	29.90

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PLUM0083-001 07/01/2023

BELMONT & MONROE (North of Rte. #78)

	Rates	Fringes
Plumber and Steamfitter.....	\$ 35.94	37.35

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PLUM0094-002 05/01/2025

CARROLL (Northern Half), STARK, and WAYNE COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 47.48	27.14

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PLUM0120-002 05/01/2025

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN (the C.E.I. Power  
House in Avon Lake), MEDINA (N. of Rte. #18) & SUMMIT (N. of  
#303)

PIPEFITTER.....	\$ 49.17	28.55
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PLUM0162-002 06/01/2024		

CHAMPAIGN, CLARK, CLINTON, DARKE, FAYETTE, GREENE, MIAMI,  
MONTGOMERY & PREBLE

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 43.05	27.18
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PLUM0168-002 06/01/2024		

MEIGS, MONROE (South of Rte. #78), MORGAN (South of Rte. #78)  
& WASHINGTON

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 39.43	37.29
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PLUM0189-002 06/01/2024		

DELAWARE, FAIRFIELD, FRANKLIN, HOCKING, LICKING, MADISON,  
MARION, PERRY, PICKAWAY, ROSS & UNION

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 43.25	26.94
-----		
PLUM0219-002 06/01/2024		

MEDINA (Rte. #18 from eastern edge of Medina Co., west to  
eastern corporate limits of the city of Medina, & on the county  
road from the west corporate limits of Medina running due west  
to and through community of Risley to the western edge of  
Medina County - All territory south of this line), PORTAGE, and  
SUMMIT (S. of Rte. #303) COUNTIES

	Rates	Fringes
Plumber and Steamfitter.....	\$ 45.37	27.64
-----		
PLUM0392-002 06/01/2024		

BROWN, BUTLER, CLERMONT, HAMILTON & WARREN

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 40.65	26.75
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PLUM0396-001 06/01/2024		

COLUMBIANA (Excluding Washington & Yellow Creek Townships &  
Liverpool Twp. - Secs. 35 & 36 - West of County Road #427),  
MAHONING and TRUMBULL COUNTIES

PLUMBER/PIPEFITTER.....	\$ 38.45	28.96
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PLUM0495-002 06/01/2024		

CARROLL (Rose, Monroe, Union, Lee, Orange, Perry & Loudon Townships), COLUMBIANA (Washington & Yellow Creek Townships & Liverpool Township, Secs. 35 & 36, West of County Rd. #427), COSHOCTON, GUERNSEY, HARRISON, HOLMES, JEFFERSON, MORGAN (South to State Rte. #78 & from McConnelsville west on State Rte. #37 to the Perry County line), MUSKINGUM, NOBLE, and TUSCARAWAS COUNTIES

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 37.82	36.70
-----		
PLUM0577-002 06/01/2024		

ADAMS, ATHENS, GALLIA, HIGHLAND, JACKSON, LAWRENCE, PIKE, SCIOTO & VINTON

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 41.65	27.48
-----		
PLUM0776-002 07/01/2024		

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, SHELBY and VAN WERT COUNTIES

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 42.07	29.35
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TEAM0377-003 05/01/2024		

STATEWIDE, EXCEPT CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 32.54	16.80
GROUP 2.....	\$ 32.96	16.80

TRUCK DRIVER CLASSIFICATIONS

- GROUP 1 - Asphalt Distributor; Batch; 4- Wheel Service; 4-Wheel Dump; Oil Distributor & Tandem
- GROUP 2 - Tractor-Trailer Combination: Fuel; Pole Trailer; Ready Mix; Semi-Tractor; & Asphalt Oil Spraybar Man When Operated From Cab; 5 Axles & Over; Belly Dump; End Dump; Articulated Dump; Heavy Duty Equipment; Low Boy; & Truck Mechanic

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TEAM0436-002 05/01/2024		

CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 32.25	18.95
GROUP 2.....	\$ 33.75	18.95

GROUP 1: Straight & Dump, Straight Fuel

GROUP 2: Semi Fuel, Semi Tractor, Euclids, Darts, Tank, Asphalt Spreaders, Low Boys, Carry-All, Tourna-Rockers, Hi-Lifts, Extra Long Trailers, Semi-Pole Trailers, Double Hook-Up Tractor Trailers including Team Track & Railroad Siding, Semi-Tractor & Tri-Axle Trailer, Tandem Tractor & Tandem Trailer, Tag Along Trailer, Expandable Trailer or Towing Requiring Road Permits, Ready-Mix (Agitator or Non-Agitator), Bulk Concrete Driver, Dry Batch Truck, Articulated End Dump

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

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

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

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The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the

type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

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

#### Union Average Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

## State Adopted Rate Identifiers

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

## ----- WAGE DETERMINATION APPEALS PROCESS

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

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

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



**PART IV**

**BID ITEMS**

252976

Section: 0001 - BRIDGES - 081B00041N

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	02650		MAINTAIN & CONTROL TRAFFIC	1.00	LS		\$	
0020	02671		PORTABLE CHANGEABLE MESSAGE SIGN	14.00	EACH		\$	
0030	02726		STAKING	1.00	LS		\$	
0040	03294		EXPAN JOINT REPLACE 1 1/2 IN	40.00	LF		\$	
0050	03300		ELIMINATE TRANSVERSE JOINT	58.00	LF		\$	
0060	08106		CONCRETE-CLASS M 1	4.00	CUYD		\$	
0070	08151		STEEL REINFORCEMENT-EPOXY COATED	2,500.00	LB		\$	
0080	08549		BLAST CLEANING	457.00	SQYD		\$	
0090	20377EC		BRIDGE HANDRAIL REPAIR - BOTTOM HORIZONTAL	118.00	LF		\$	
0100	20377EC		BRIDGE HANDRAIL REPAIR - PANEL REPLACEMENT	178.00	LF		\$	
0110	22146EN		CONCRETE PATCHING REPAIR	670.00	SQFT		\$	
0120	23298EC		STEEL REPAIR - ANCHORAGE DOOR INTALLATION	1.00	LS		\$	
0130	23331EC		EPOXY-URETHANE WATERPROOFING	4,108.00	SQFT		\$	
0140	23386EC		JOINT SEAL REPLACEMENT	60.00	LF		\$	
0150	23580EC		HANDRAIL CONNECTION REPAIR - COLLAR	3.00	EACH		\$	
0160	23580EC		HANDRAIL CONNECTION REPAIR - PICKET REPAIR	30.00	EACH		\$	
0170	23744EC		EPOXY INJECTION CRACK REPAIR	800.00	LF		\$	
0180	24085EC		BOLT REPAIR - CABLE BAND BOLT REPLACEMENT	880.00	EACH		\$	
0190	25108ED		SUSPENDER COLLAR REPAIR - SUSPENDER ROPE REPLACEMENT	136.00	EACH		\$	
0200	25110ED		HANDRAIL SPLICE REPLACEMENT - HAND ROAPE AND SANCHION REPLACEMENT	1.00	LS		\$	
0210	26141EC		GALVANIC ANODE	737.00	EACH		\$	
0220	26232EC		CONCRETE COATING -	13,300.00	SQFT		\$	

Section: 0002 - MOBILIZATION - DEMOBILIZATION

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0230	02568		MOBILIZATION	1.00	LS		\$	
0240	02569		DEMOBILIZATION	1.00	LS		\$	