



**CALL NO. 200**

**CONTRACT ID. 232953**

**MARSHALL COUNTY**

**FED/STATE PROJECT NUMBER 079GR23M050**

**DESCRIPTION LUTHER DRAFFIN BRIDGE (I-24)**

**WORK TYPE BRIDGE PAINTING & CLEANING**

**PRIMARY COMPLETION DATE 12/1/2024**

**LETTING DATE: October 26,2023**

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

**NO PLANS ASSOCIATED WITH THIS PROJECT.**

**DBE CERTIFICATION REQUIRED - 0%**

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

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

ADMINISTRATIVE DISTRICT - 01

CONTRACT ID - 232953  
079GR23M050  
COUNTY - MARSHALL  
PCN - MB07900242301  
STP BRO 0103 (377)

LUTHER DRAFFIN BRIDGE WB (I-24) BRIDGE 079B00118L OVER TENNESSEE RIVER AT MP 29.24BRIDGE  
PAINTING & CLEANING SYP NO. 01-10178.00.  
GEOGRAPHIC COORDINATES LATITUDE 37:01:34.00 LONGITUDE 88:17:10.00  
ADT

PCN - MB07900242302  
STP BRO 0102 (378)

LUTHER DRAFFIN BRIDGE EB (I-24) BRIDGE 079B00118R OVER TENNESSEE RIVER AT MP 29.24BRIDGE  
PAINTING & CLEANING SYP NO. 01-10179.00.  
GEOGRAPHIC COORDINATES LATITUDE 37:01:34.00 LONGITUDE 88:17:10.00  
ADT

COMPLETION DATE(S):

COMPLETED BY 12/01/2024	APPLIES TO ENTIRE CONTRACT
20 CALENDAR Days	APPLIES TO 079B00118L PHASES 1 & 2
20 CALENDAR Days	APPLIES TO 079B00118R PHASES 1 & 2



## **CONTRACT NOTES**

### **PROPOSAL ADDENDA**

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

### **BID SUBMITTAL**

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

### **JOINT VENTURE BIDDING**

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

### **UNDERGROUND FACILITY DAMAGE PROTECTION**

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

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

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

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

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

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

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

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

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

### **HARDWOOD REMOVAL RESTRICTIONS**

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

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

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

### **ACCESS TO RECORDS**

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

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

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

### **BOYCOTT PROVISIONS**

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

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

### **LOBBYING PROHIBITIONS**

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

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

October 4, 2023

## 1.0 BUY AMERICA REQUIREMENT.

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

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

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

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

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

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

Use foreign materials only under the following conditions:

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

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

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

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

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

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

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

10/26/2023

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

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

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

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

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

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

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

October 26, 2023 Letting

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

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

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

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

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

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

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

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

## **FEDERAL CONTRACT NOTES**

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

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

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

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

### **NOTICE TO ALL BIDDERS**

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

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

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

### **SECOND TIER SUBCONTRACTS**

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

### **DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

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

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

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

### **DBE GOAL**

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

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

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

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

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

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



### **CERTIFICATION OF CONTRACT GOAL**

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

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

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

### **DBE PARTICIPATION PLAN**

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

The DBE Participation Plan shall include the following:

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

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

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

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

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

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

**CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS**

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

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

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

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

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

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

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

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

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

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

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

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

### **PROMPT PAYMENT**

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

### **CONTRACTOR REPORTING**

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 7 is expanded by the following new Article:

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

Pursuant to Title 46CFR Part 381, the Contractor agrees

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

**SPECIAL NOTES  
DISTRICT NO. 1  
BRIDGE CLEANING AND PAINTING WITH REPAIRS  
MARSHALL COUNTY  
ITEM NUMBERS 1-10178.00 & 1-10179.00  
STP BRO 0103 (377) & STP BRO 0102 (378)  
CID 232953 ~ 079GR23M050**

**FD52 079 0024 029-030**

Marshall County ~ I-24 (WB) over Tennessee River (**Bridge 079B00118L**)

***Geographic Coordinates***

Latitude: 37° 01' 34.00" (37.0261)

Longitude: -88° 17' 10.00" (-88.2860)

**Description**

4~195' Steel Girder Spans, 1~535' Tied Arch Span, 4~195' Steel Girder Spans.

Drawing No. 18012

**FD52 079 0024 029-030**

Marshall County ~ I-24 (EB) over Tennessee River (**Bridge 079B00118R**)

***Geographic Coordinates***

Latitude: 37° 01' 34.00" (37.0259)

Longitude: -88° 17' 10.00" (-88.2858)

**Description**

4~195' Steel Girder Spans, 1~535' Tied Arch Span, 4~195' Steel Girder Spans.

Drawing No. 18012

## **SPECIAL NOTES**

SPECIAL NOTE FOR BIDDING PREQUALIFICATION AND STAFFING

SPECIAL NOTE FOR COMPLETION DATE AND PENALTIES

SPECIAL NOTE FOR STEEL REPAIR

SPECIAL NOTE FOR JOINT SEAL REPLACEMENT

SPECIAL NOTE FOR REPLACING EXPANSION JOINTS

SPECIAL NOTE FOR CONCRETE PATCHING

SPECIAL NOTE FOR ALUMINUM BRIDGE RAILING REPAIRS

SPECIAL NOTE BRIDGE CLEANING AND PREVENTIVE MAINTENANCE

SPECIAL NOTE FOR BRIDGE CLEANING AND PAINTING

SPECIAL NOTE FOR PAINTING STRUCTURAL STEEL REPAIRS

SPECIAL NOTE FOR UTILITIES AND SIGNS

SPECIAL NOTE FOR WEIGHT LIMITS ON STRUCTURE

SPECIAL NOTE FOR WORKING FROM THE TENNESSEE RIVER

SPECIAL NOTE FOR TRAFFIC CONTROL

SPECIAL NOTE FOR PORTABLE QUEUE WARNING ALERT SYSTEM  
PROTECTION

SPECIAL NOTE FOR AVOIDING STREAM IMPACTS TO POTENTIAL  
ENDANGERED MUDDLE HABITAT

SPECIAL NOTE FOR MINIMIZATION OF IMPACTS TO OSPREY

SPECIALNOTE FOR BRIDGE PLANS

SPECIAL NOTE FOR PRE-BID CONFERENCE



### **SPECIAL NOTE FOR BIDDING PREQUALIFICATION AND STAFFING**

Bidders must be Pre-qualified under **I18A – Bridge Painting** to have a bid opened and read.

The contractor must retain staff meeting the requirements listed below for the duration of this contract. Any production work conducted while not meeting these requirements is not eligible for payment. Company personnel must have been directly responsible for field operations of a bridge painting project.

1. Using abrasive blast surface preparation,
2. Full containment meeting industry standard SSPC Technology Guide No.6, Class 2A,
3. Involving thru-truss construction,
4. Over traffic, and
5. At least one thru-truss span length of 500 feet or greater.

The projects must have been completed to the facility owners' satisfaction.

The Contractor(s) and or Subcontractor(s) performing other operations required in this contract (not paint related) shall be Pre-qualified for appropriate work items.

**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 for specific work are assigned to each structure in this contract as shown below.

<u>WORK TO BE DONE</u>	<u>ALLOTED TIME</u>	<u>COMPLETION DATE</u>
Joint Seal Replacement		
Expansion Joint Replacement		
079B00118L Phases 1 & 2	20 Calendar Days	March 1, 2024
079B00118R Phases 1 & 2	20 Calendar Days	March 1, 2024
All Other Work		December 1, 2024

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

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 STEEL REPAIR**

### **I. DESCRIPTION**

Perform all work in accordance with the Kentucky Transportation Cabinet, Department of Highways 2019 Standard Specifications for Road and Bridge Construction and applicable Supplemental Specifications, the Standard Drawings, this Note, and the Contract Plans. Section references are to the Standard Specifications.

This work consists of the following:

1. Furnish all labor, materials, tools, equipment, and incidental items necessary to complete the work.
2. Provide safe access to the bridge, in accordance with Section 107.01.01, for workers to complete the construction and for the Engineer to approve the work.
3. Contain all debris.
4. Prepare surfaces.
5. Install steel repairs in accordance with this note and the attached Contract Plans.
6. Clean and Paint the structural steel.
7. Any other work as specified as part of this contract.

### **II. MATERIALS**

**A. Structural Steel.** See Section 812 and the attached Contract Plans.

**B. High Strength Bolts.** See Section 813 and the attached Contract Plans.

### **III. CONSTRUCTION**

**A. Locate Repairs.** Prior to beginning the steel repairs, provide safe access to all steel repair locations, in accordance with Section 107.01.01, for the Engineer and Contractor to confirm or adjust the number of repairs.

**B. Contain all Debris.** Care shall be taken to contain and collect all debris. The Engineer shall approve the Contractor's containment/collection plan before work commences.

**C. Surface Preparation.** Wherever new steel is to be in contact with existing steel, clean and prime the existing surface in accordance with the "Special Note for Painting Structural Steel Repairs".

**D. Install Steel Repairs.** Install new steel repairs as specified in the attached Contract Plans, in accordance with the Specifications and as specified in this note:

- i. Drill Crack Arrest Hole.** At the locations shown in the attached framing plan, identify the tip of the crack using Magnetic Particle testing or an approved equivalent. Mark the tip of the crack with a center punch. Drill a 2" diameter hole

using an annular drill bit ensuring that the tip of the crack is removed. If crack is in the weld material, drill arrest hole so that the crack tip is captured and at least 1/8" of the weld is intersected. If the hole does not extend deep enough into the weld, use a grinder and rotary burr bit to grind from the inside of the hole into the weld until the hole is extended sufficiently while maintaining a round and gradual profile. No more than two existing bolts in the floorbeam top flange connection may be removed at a time to facilitate the drilling of the crack arrest hole. All bolts removed shall be replaced with new high strength bolts per Section J of this note. After drilling, grind the surfaces around the holes smooth with an 80-100 grit sandpaper, or finer. Paint the repair area and touch up any painted areas damaged during repair operations in accordance with the "Special Note for Painting Steel Repairs" and as directed by the Engineer.

- ii. **Floorbeam Top Flange Cope.** At the locations shown in the attached framing plan, use a thermal cutting process to modify the top flange cope and install web stiffening angles. Work shall be performed as specified in the attached Contract Plans and in accordance with the Specifications. Coat the repair area and touch up any painted areas damaged during repair operations in accordance with the "Special Note for Painting Steel Repairs" and as directed by the Engineer.
- iii. **Tri-Axial Constraint Retrofit.** Modify tri-axial constraint details as specified in the attached Contract Plans and in accordance with the Specifications. Coat the repair area and touch up any painted areas damaged during repair operations in accordance with the "Special Note for Painting Steel Repairs" and as directed by the Engineer.
- iv. **Girder Weld Crack Repair.** Perform girder weld crack repairs as specified in the attached Contract Plans and in accordance with the Specifications. Coat the repair area and touch up any painted areas damaged during repair operations in accordance with the "Special Note for Painting Steel Repairs" and as directed by the Engineer.
- v. **Inspection Catwalk Repairs.** Remove and replace heavily corroded walkway support channels and walkway connection bolts. Work shall be performed as specified in the attached Contract Plans and in accordance with the Specifications. Touch up painted areas damaged during repair operations in accordance with the "Special Note for Painting Structural Steel Repairs" and as directed by the Engineer. Walkway connections shall be lubricated as specified after the connection is completed. Lubrication shall be applied to all points of movement. Perform all lubrication application at temperatures above 40 degrees Fahrenheit or in accordance with manufacture's specifications. All costs to complete the lubrication shall be included in the unit price for "Catwalk Repair."
- vi. **Stringer Bearing Anchor Bolt Replacement.** Remove and replace the stringer bearing anchor bolts as specified in the attached Contract Plans and in accordance with the Specifications. Touch up painted areas damaged during repair operations in accordance with the "Special Note for Painting Structural Steel Repairs" and as directed by the Engineer.

- vii. Steel Diaphragm Replacement.** Repair the steel diaphragms by removing and replacing the existing diaphragms as specified in the attached Contract Plans and in accordance with Specifications. Newly installed diaphragms shall be installed with the top flange in contact with the bottom of the reinforced concrete deck. Touch up painted areas damaged during repair operations in accordance with the “Special Note for Painting Structural Steel Repairs” and as directed by the Engineer.
- viii. Deck Drain Flange Gasket Replacement.** At the locations shown in the attached Contract Plans, remove and replace corroded deck drain bolts while installing the specified gasket. Touch up painted areas damaged during repair operations in accordance with the “Special Note for Painting Structural Steel Repairs” and as directed by the Engineer.
- ix. Install High Strength Bolt.** At the locations identified in the attached framing plan, install high strength bolts in locations as specified by the attached Contract Plans and as directed by the Engineer. Bolts shall be pretensioned per the Specifications. Touch up painted areas damaged during repair operations in accordance with the “Special Note for Painting Structural Steel Repairs” and as directed by the Engineer.
- x. Bird Screen.** At the locations shown in the attached Contract Plans and as directed by the Engineer, install bird screens. Touch up painted areas damaged during repair operations in accordance with the “Special Note for Painting Structural Steel Repairs” and as directed by the Engineer.
- xi. Junction Box Cover Replacement.** At the locations shown in the attached Contract Plans and as directed by the Engineer, install new junction box covers.
- xii. Wire Rope Suspender / Hanger Modification.** At the location shown in the attached Contract Plans and as directed by the Engineer, modify the wire rope suspenders and hangers. Touch up painted areas damaged during repair operations in accordance with the “Special Note for Painting Structural Steel Repairs” and as directed by the Engineer.
- E. Clean and Paint Structural Steel.** All structural steel shall be cleaned and painted in accordance with the “Special Note for Bridge Cleaning and Painting.”
- F. Sequencing.** All work required for steel repairs specified in this Contract must be completed prior to any cleaning and painting production operations commencing in that adjacent area.

#### IV. MEASUREMENT

- A. Drill Holes in Steel Members.** The Department will measure the quantity as the number of Crack Arrest Holes drilled in floorbeam webs as designated by the attached Contract Plans. This work shall be bid with the contingency that quantities noted in the Contract Plans may be modified by the Engineer.
- B. Floorbeam Retrofit.** The Department will measure the quantity as the number of floorbeam top flange cope retrofit locations as designated by the attached Contract Plans.
- C. Steel Repair *Tri-Axial Constraint Retrofit*.** The Department will measure the quantity as the number of tri-axial constraint retrofit locations as designated by the attached Contract Plans. This work shall be bid with the contingency that quantities noted in the Contract Plans may be modified by the Engineer.
- D. Girder Repair.** The Department will measure the quantity as the number of weld repair locations. The locations shall be designated by the attached Contract Plans. This work shall be bid with the contingency that quantities noted in the Contract Plans may be modified by the Engineer.
- E. Catwalk Repair.** The Department will measure the quantity as one lump sum to perform the catwalk repairs, including bolt replacement, as specified in the attached Contract Plans.
- F. Bolt/Rivet Replacement.** The Department will measure the quantity as the number of high strength bolts to replace the missing high strength bolt locations, stringer bearing anchor bolt locations, and rail post anchors as designated by the attached Contract Plans. This work shall be bid with the contingency that quantities noted in the Contract Plans may be modified by the Engineer.
- G. Replace Steel Diaphragm.** The Department will measure the quantity as the number of steel diaphragms replaced as designated by the attached Contract Plans.
- H. Bird Screen.** The Department will measure the quantity as the number of arch tie bird screens installed as designated by the attached Contract Plans. This work shall be bid with the contingency that quantities noted in the Contract Plans may be modified by the Engineer.
- I. Junction Box Repair.** The Department will measure the quantity as the number of junction box covers installed. This work shall be bid with the contingency that quantities noted in the Contract Plans may be modified by the Engineer.
- J. Steel Repair *Cable Anchorage Retrofit*.** The Department will measure the quantity as the number of cable end anchorages retrofitted. "Each" cable end anchorage retrofit involves the installation of four (4) HSS Cable Restraints as designated by the attached Contract Plans.

## V. PAYMENT

- A. Drill Holes in Steel Members (24409EC).** Payment at the contract unit price per “Each” completed and accepted repair is full compensation for drilling the crack arrest hole and all incidental items necessary to complete the appropriate work.
- B. Floorbeam Retrofit (24422EC).** Payment at the contract unit price per “Each” completed and accepted repair is full compensation for the floorbeam top flange cope retrofit and all incidental items necessary to complete the appropriate work.
- C. Steel Repair *Tri-Axial Constraint Retrofit* (24879EC).** Payment at the contract unit price per “Each” completed and accepted repair is full compensation for the tri-axial constraint retrofit, and all incidental items necessary to complete the appropriate work.
- D. Girder Repair (23070NN).** Payment at the contract unit price per “Each” completed and accepted repair is full compensation for the girder weld crack repair and all incidental items necessary to complete the appropriate work.
- E. Catwalk Repair (23220EC).** Payment at the contract unit price per “Lump Sum” is full compensation for all catwalk repairs and all incidental items necessary to complete the appropriate work.
- F. Bolt/Rivet Replacement (21650NN).** Payment at the contract unit price per “Each” completed and accepted repair is full compensation for the replacement of the missing high strength bolt locations, stringer bearing anchor bolt locations, rail post anchors, and all incidental items necessary to complete the appropriate work.
- G. Deck Drain Retrofit (24692EC).** Payment at the contract unit price per “Each” completed and accepted repair is full compensation for the replacement of the deck drain bolts, the installation of the rubber flange gasket, and all incidental items necessary to complete the appropriate work.
- H. Portal Modification (Arch Tie Bird Screen Installation) (24253EC).** Payment at the contract unit price per “Each” completed and accepted repair is full compensation for the fabrication, installation, and all incidental items necessary to install arch tie bird screens as specified by this note and on the attached Contract Plans.
- I. Junction Box Repair (24933EC).** Payment at the contract unit price per “Each” completed and accepted repair is full compensation for the fabrication, installation, and all incidental items necessary to complete the appropriate work.
- J. Steel Repair *Cable Anchorage Retrofit* (24879EC).** Payment at the contract unit price per “Each” completed and accepted repair is full compensation for the wire rope suspender/hanger retrofit, and all incidental items necessary to complete the appropriate work.

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

## **SPECIAL NOTE FOR REPLACING EXPANSION JOINTS**

- 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 Contract Plans. Section references are to the Standard Specifications.

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

## **II. MATERIALS.**

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

## **III. EQUIPMENT.**

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

## **IV. CONSTRUCTION.**

- A. Remove Existing Materials.** Remove existing Expansion Dams, Bridge Ends, Armored Edges, and specified areas of concrete as shown on the attached Contract Plans. Remove debris and/or expansion joint filler as directed by the Engineer. Unless shown otherwise, clean and leave all existing steel reinforcement encountered in place. Damaged steel reinforcement will be repaired/replaced as directed by the Engineer at no additional cost to the Department.



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

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

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

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

- C. Additional Steel Reinforcement.** Furnish for replacement, as directed by the Engineer, 480 linear feet of #4 epoxy coated steel reinforcing bars in 20' lengths per expansion joint replacement location. Place these bars in areas deemed by the Engineer to require additional reinforcement. Field cutting and bending is permitted. Do not place any additional steel reinforcement above the height of the top row of Nelson Studs on the armored edges. Ensure that all exposed steel reinforcement is tied in accordance with Section 602.03.04 prior to pouring the new Class "M" concrete. Deliver unused bars to the Local County Maintenance Barn. Reinforcement will not be measured and shall be incidental to the unit price bid for each expansion joint replacement location.
- D. Pre-Compressed Horizontal Expansion Joint System.** System shall be supplied in pre-compressed sticks or reels for easy installation. System shall be installed in accordance with manufacturer's recommendations concerning approved adhesives, welds between sticks/reels and appurtenances, and adhesion to concrete deck or armored edges. Joint seal is to be installed recessed from the surface in accordance with the manufacturer's recommendations. If manufactured length allows, place the pre-compressed seals in one continuous, unbroken length. If necessary to splice the pre-compressed seals, follow the manufacturer's recommendations on splicing joint material.
- E. Shop Plans.** Shop plans will not be required. The Contractor is responsible for obtaining field measurements and supplying properly sized materials to complete the work.

## **V. MEASUREMENT.**

- A. Expansion Joint Replacement – 3".** The Department will measure the quantity in linear feet from gutterline to gutterline along the centerline of the joint.

## **VI. PAYMENT.**

- A. Expansion Joint Replacement – 3”.** Payment at the contract unit price per linear foot is full compensation for removing specified existing materials, furnishing and installing the new armored edges, additional steel reinforcement, concrete, pre-compressed horizontal expansion joint system, and all incidental items necessary to complete the work (except the overlay material) within the specified pay limits as specified by this note and as shown on the attached Contract Plans.

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

## SPECIAL NOTE FOR 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 Contract Plans. Section references are to the Standard Specifications.

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

**II. MATERIALS.**

- A. Pre-Compressed Horizontal Expansion Joint System.** It shall have a cellular, or micro-cell, polyurethane foam impregnated with a hydrophobic acrylic emulsion, or a hydrophobic polymer. The polyurethane foam external facing shall be factory coated and cured with highway-grade, fuel resistant silicone or a highway-grade elastomeric coating at a width greater than the maximum joint expansion.
- B. Strip Seal Expansion Joint Gland.** It shall be of the same type as the existing system.
- C. Class "M" Concrete.** Use either "M1" or "M2". See Section 601 (for patching of curb/sidewalk at gutterlines if needed).

**III. CONSTRUCTION.**

- A. Remove Existing Materials.** Remove the existing joint seal. Remove debris and/or expansion joint filler as directed by the Engineer. Dispose of all removed material entirely away from job site. This work is incidental to the contract unit price for "Joint Seal Replacement".
- B. Blast Clean Armored Edges.** Blast clean all areas of existing armored edges until free of all laitance and deleterious substances immediately prior to the placement of the new joint seal.
- C. Pre-Compressed Horizontal Expansion Joint System.** System shall be supplied in pre-compressed sticks or reels for easy installation. System shall be installed in accordance with Manufacturer's recommendations concerning approved adhesives, welds between sticks/reels and appurtenances, gutterline transitions, and adhesion to concrete deck or armored edges. Joint seal is to be installed recessed from the surface in accordance with the manufacturer's recommendations. If manufactured length allows, place the pre-compressed seals in one continuous, unbroken length. If necessary to splice the pre-compressed seals, follow the manufacturer's recommendations on splicing joint material.
- D. Strip Seal Expansion Joint Gland.** System shall be supplied in one continuous, unbroken length. Install as recommended by the manufacturer and in accordance with Section 609.

**E. Transitions at Gutterlines.** The Contractor shall use manufactured transitions at the gutterlines that account for bridge skew (if present) and are compatible with the joint seals. The transitions are to be installed in accordance with Manufacturer's recommendations. Localized chipping of concrete barrier at gutterline may be needed to allow proper placement of transition. The concrete removed from the barrier shall be patched with Class "M" Concrete. Prepare concrete surfaces to be patched in accordance with Section 510.03.01. Concrete must be sound, dry, and clean prior to placement of epoxy resin prime coat. The joint transitions and concrete barrier patching shall be incidental to the contract unit price for "Joint Seal Replacement".

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

**V. MEASUREMENT.**

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

**VI. PAYMENT.**

**A. Joint Seal Replacement.** Payment at the contract unit price per linear foot is full compensation for removing specified existing materials, furnishing and installing new joint seals, and all incidental items necessary to complete the work within the specified pay limits as specified by this Note.

The Department will consider payment as full compensation for all work required by this Note and the attached Contract Plans.

## **SPECIAL NOTE FOR CONCRETE PATCHING**

### **I. DESCRIPTION**

Perform all work in accordance with the Kentucky Transportation Cabinet, Department of Highways 2019 Standard Specifications for Road and Bridge Construction and applicable Supplemental Specifications, the Standard Drawings, this Note, and the Contract Plans. Section references are to the Standard Specifications.

This work consists of the following:

1. Furnish all labor, materials, tools, equipment, and incidental items necessary to complete the work.
2. Provide safe access to the bridge, in accordance with Section 107.01.01, for the Engineer to sound possible repair areas and for workers to complete the construction.
3. Remove the deteriorated concrete.
4. Blast clean and prepare the surfaces for patching.
5. Prime the areas immediately prior to patching.
6. Apply the epoxy mortar patches or Class M Concrete.
7. Finish the patched surface.
8. Apply an epoxy seal coat as directed and in accordance with the manufacturer's instructions.
9. Any other work specified as part of this contract.

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

### **II. MATERIALS**

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

### **III. CONSTRUCTION**

- A. Remove Deteriorated Concrete.** Prior to beginning the concrete repairs, provide safe access to the substructure, in accordance with Section 107.01.01, for the Engineer to sound possible repair areas. The Engineer will sound the concrete with a hammer

and mark the areas of concrete to be removed and patched. All areas of deteriorated concrete found should be repaired as part of this work. Final payment for "Concrete Patching Repair" and "Concrete - Class M2" will be the field-measured quantity of patching completed in accordance with this Note and as designated by the Engineer.

Remove specified areas of deteriorated concrete as shown on the attached detail drawings and/or as directed by the Engineer. The removal of unsound material shall be accomplished with hand tools or pneumatic hammers that do not exceed twenty (20) pounds. Precautions shall be exercised to protect the underlying sound material. Saw, route, or otherwise manipulate the sides of the patch so that the interface between the old concrete and the epoxy mortar or Class M Concrete are perpendicular. Remove all deteriorated loose concrete to a minimum depth of 2" for repairs using epoxy mortar and 4" for repairs using Class M Concrete. Also ensure concrete removal in the patch area extends at least three-quarters (3/4) inch beyond any steel reinforcement more than 50 percent exposed. Dispose of all removed material entirely away from the job site or as directed by the Engineer.

Extreme care shall be taken when removing the existing spalled or delaminated concrete so as not to damage the existing reinforcing steel. Completely clean all existing steel reinforcement encountered free of rust and leave in place. Wire brushing may be required to thoroughly clean exposed steel reinforcement. Repair or replace any damaged steel reinforcement as directed by the Engineer at no additional cost to the Department. Ensure that all exposed steel reinforcement is tied in accordance with Section 602.03.04. The Contractor must consult the Engineer before removing any concrete that is directly below the beam bearings.

- B. Prepare Concrete Surfaces for Patching.** Prepare concrete surfaces to be patched in accordance with Section 510.03.01. Final blast cleaning shall be completed within twelve (12) hours prior to placement of the epoxy mortar patch or Class M Concrete. Verify all cleaning methods with the epoxy resin manufacturer's recommendations. Concrete must be sound, dry, and clean prior to placement of epoxy resin prime coat.
- C. Apply Epoxy Mortar for Patching.** For areas to be patched with epoxy mortar, place the epoxy resin prime coat and the epoxy mortar in accordance with Section 510.03.04. Any material used must be approved by the Engineer. Refer to the Kentucky Transportation Cabinet, Division of Materials' List of Approved Materials for currently approved materials for vertical and overhead patching. Place epoxy mortar in accordance with the manufacturer's specifications to restore the deteriorated areas to their original dimensions as shown on the detail drawings or as directed by the Engineer.
- D. Apply Class M Concrete for Patching.** For areas to be patched with Class M Concrete, place the concrete in accordance with the standard specifications to restore the deteriorated areas to their original dimension as shown on the detail drawing(s) or as directed by the Engineer. The surface areas of existing concrete to come in contact with the new Class M Concrete are to be coated with an epoxy bond coat immediately prior to placing new concrete in accordance with Section 511. The interfaces of the new and old concrete shall be as nearly vertical and horizontal as

possible.

**E. Finish the Repaired Surface.** Roughen the surface of the repaired areas to achieve uniform surface texture. Remove any patching runs or spills from concrete surface.

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

#### **IV. MEASUREMENT**

All items of work necessary for concrete removal, surface preparation, primer, new concrete placement, finishing, seal coat, and any other work specified shall be considered incidental to the unit prices bid for the repairs being completed.

#### **V. PAYMENT**

The Department will make payment for the completed and accepted quantities of concrete patching as part of the unit prices bid for the repairs being completed.

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

## **SPECIAL NOTE FOR ALUMINUM BRIDGE RAILING REPAIRS**

- 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 Contract Plans. Section references are to the Standard Specifications.

This work consists of the following: (1) Furnish all labor, materials, tools, and equipment; (2) Remove existing aluminum rail sections and posts as specified and in accordance with the attached Contract Plans; (3) Install new aluminum bridge railing sections and posts as specified and in accordance with the attached Contract Plans; (4) Maintain and control traffic; and (5) Any other work specified as part of this contract.

## **II. MATERIALS.**

- A. Aluminum Railing and Posts.** Structural tube, pipe, and bar shall be in accordance with ASTM B221, Alloy 6061-T 6511, or Alloy 6063-T6.
- B. Class "M" Concrete.** Use either "M1" or "M2". See Section 601.
- C. Anchor Bolts.** Use ASTM F1554 Grade 105.
- D. Hex Nuts.** All nuts shall be in accordance with ASTM A563 or ASTM A194.
- E. Hardended Washers.** All hardended washers shall be in accordance with ASTM F436 Galvanized.

## **III. CONSTRUCTION.**

- A. Remove Existing Materials.** Remove existing damaged aluminum rail as shown on the attached Contract Plans. Remove concrete railing per the Contract Plans and per "Special Note for Concrete Patching Repair". Dispose of all removed material entirely away from the job site. This work is incidental to the contract unit price for the work being performed.
- B. Aluminum Bridge Rail Post Repair.** Replace anchor bolts at the rail posts as as specified in the attached Contract Plans and in accordance with the Specifications. Place the new Class "M" concrete to match the original shape and finish of the concrete bridge railing. 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. All concrete shall be considered incidental to the contract unit price for the work being performed. All anchor bolts shall have self-locking hex nuts. Tack welding of the nut to the anchor bolt may be used in lieu of self-locking nuts. After the nuts have been snug tightened, the anchor bolt threads shall be distorted to prevent the removal of the nuts.



- C. Aluminum Bridge Railing Repair.** Install handrail as specified in the attached Contract Plans and in accordance with the Specifications. Touch up painted areas damaged during repair operations in accordance with the "Special Note for Painting Structural Steel Repair" and as directed by the Engineer. Expansion joints or field splices shall be spaced at a maximum of 20'-0". Field splices must have rails that are continuous across a minimum of two posts.
- D. Install Hex Nuts.** At locations specified in the details and as directed by the Engineer, install hex nuts onto existing anchor bolts. Hex nuts shall be self-locking hex nuts. Tack welding of the nut to the anchor bolt may be used in lieu of self-locking nuts. After the nuts have been snug tightened, the anchor bolt threads shall be distorted to prevent the removal of the nuts.
- E. Contain Debris.** Care shall be taken to contain and collect all debris so that the Tennessee River is strictly protected. The Engineer shall approve the Contractor's containment/collection plan before work commences.

## **V. MEASUREMENT.**

- A. Handrail Connection Repair.** The Department will measure the quantity as the number of handrail connection repairs. The Engineer shall designate all locations in the field. This work shall be bid with the contingency that quantities noted in the details may be modified by the engineer.
- B. Aluminum Handrail.** The Department will measure the quantity in linear feet of Aluminum Handrail Repairs. The Engineer shall designate all locations in the field. This work shall be bid with the contingency that quantities noted in the details may be modified by the engineer.
- C. Bolt/Rivet Replacement.** The Department will measure the quantity as the number of Aluminum Bridge Rail Post Hex Nuts to be replaced. The Engineer shall designate all locations in the field. This work shall be bid with the contingency that quantities noted in the details may be modified by the engineer.

## **VI. PAYMENT.**

- A. Handrail Connection Repair (23580EC).** Payment at the contract unit price per "Each" completed and accepted repair is full compensation for removing existing materials, furnishing and installing the referenced aluminum bridge rail post and anchor bolts, and incidental items necessary to complete the appropriate work within the pay limits as specified by this note and on the attached Contract Plans.
- B. Aluminum Handrail (25030ED).** Payment at the contract unit price per "Linear Foot" of completed and accepted repair is full compensation for removing existing materials, furnishing and installing the referenced aluminum bridge rail, and incidental items

necessary to complete the appropriate work within the pay limits as specified by this note and on the attached Contract Plans.

- C. Bolt/Rivet Replacement (21650NN).** Payment at the contract unit price per “Each” completed and accepted repair is full compensation for removing existing materials, furnishing and installing the referenced aluminum bridge rail, and incidental items necessary to complete the appropriate work within the pay limits as specified by this note and on the attached Contract Plans.

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

## **SPECIAL NOTE FOR PREVENTATIVE MAINTENANCE**

### **I. DESCRIPTION**

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

This work consists of the following: (1) Furnish all labor, materials, tools and equipment, and incidental items necessary to complete the work; (2) Bridge Cleaning; (3) Pressure Washing; (4) Concrete Coatings; (5) Contain all debris; (6) Any other work specified as part of this contract.

### **II. MATERIALS**

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

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

### **III. CONSTRUCTION**

**A. Bridge Cleaning.** All debris and vegetation shall be removed from the bridge substructures beneath expansion joints. Equipment for removing debris from the bridge components shall be determined by the Contractor, subject to the approval of the Engineer. The Contractor shall prevent any debris from entering any body of water, bridge drainage system, or traffic lanes. All debris removed shall be disposed of in a suitable off-site disposal facility. Prior to all cleaning work, the Contractor shall confirm that any bridge drainage system is not blocked by un-removable debris. A blocked drainage system is considered to be one from which debris cannot be removed using the means specified in this note. If the Engineer has been notified, and concurs that the drainage system is blocked prior to performing other cleaning work, then proceed at the direction of the engineer. If the Contractor does not inspect the bridge drainage system and notify the engineer prior to beginning work, any blocked drains will be considered to be the result of the Contractor's operations, and all clearing and cleaning of the drainage system shall be done as part of the work of the specification.

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

**B. Pressure Washing.** Specified bridge components shall be pressure washed. See attached Contract Plans addressing components to be pressure washed. All equipment for pressure washing shall be operated at a minimum pressure of 4,000 psi with 0 degree spinner tip and/or fan tips as determined by the engineer at the working location with a minimum flow rate of 3.5 gal/minute provided that these

pressures do not damage any components of the structure. Pressure and flow rates shall be reduced to a level satisfactory to the Engineer should any damage occur due to pressure washing procedures. Pressure washer shall be operated at distance of approximately six inches from and perpendicular to the surface. All pressure washing wands shall be equipped with a gauge to accurately determine the amount pressure used. Pressure washing of any bridge element will proceed from top of wash area to bottom of wash area. Wash water will not be released to a bridge element previously washed. Perform all pressure washing at temperatures above 40 degrees Fahrenheit.

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

- C. Concrete Coatings Application.** Specified bridge components shall have concrete coating applied as specified after debris removal and pressure washing. See attached Contract Plans for limits of concrete coating. Use compressed air to remove any loose debris from the surfaces that are to be coated after pressure washing. All coatings shall be applied within manufacturers recommended dry film thickness range. For recommended conditions for application, see Section 614.03.02 and coatings supplier specifications. Allow the surfaces to dry before any coating is applied. The coating must be applied to a clean and dry surface. All coating application shall be executed using brushes, rollers, etc. No spray application will be permitted. The Department requires acceptance testing of samples obtained on a per-lot basis per-shipment. The Division of Materials will perform acceptance testing. See Section 821.04. The finish coat shall be Light Gray for Concrete. See Section 821.02.

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

- D. Sequence of Work.** Complete the work in the sequence below.

- 1) Debris and Vegetation Removal
- 2) Pressure Washing
- 3) Concrete Coating Application

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

- 1) **Debris Removal:** Visual Inspection
- 2) **Power Washing:** Visual Inspection
- 3) **Concrete Coating:**
  - Prime Coat Application: Check for wet film thickness, and defects in the Paint.
  - Finish Coat Application: Check for wet film thickness, paint appearance, color and quality of application.

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

**IV. MEASUREMENT**

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

**V. PAYMENT**

- A. Bridge Cleaning (24981EC).** Payment at the contract unit price for “Lump Sum” is full compensation for Debris and Vegetation Removal, Deck Drain Cleaning, Pressure Washing and all incidental items required to complete this work as specified in this note and attached Contract Plans.
- B. Concrete Coating (24982EC).** Payment at the contract unit price for “Lump Sum” is full compensation for applying the concrete coatings and all incidental items required to complete this work as specified in this note and attached Contract Plans.

## **SPECIAL NOTE BRIDGE CLEANING AND PAINTING**

### **1. DESCRIPTION.**

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

### **2. CONSTRUCTION.**

All structural steel shall be cleaned and painted in accordance with the Kentucky Transportation Cabinet, Department of Highways Standard Specifications for Road and Bridge Construction (current edition) Section 614.

#### **B. Structural Steel Cables.**

##### **Cleaning.**

**Contrary to Section 614.03.09** abrasive blast and clean all structural steel cables to a SSPC SP 6/NACE 3 "Commercial Blast Cleaning". Provide abrasive that meets SSPC AB-1 (Mineral and Slag Abrasives), Type I, Grade 2 that is sized to produce an anchor pattern profile height of 1 mils to 2.5 mils.

##### **Painting.**

**Contrary to Section 614.03.09** paint all structure steel cables with the following paint system from Sherwin Williams.

##### **Prime:**

One Coat Macropoxy® 920 Pre-Prime Penetrating Epoxy – B58T101/B58V10.

##### **Intermediate:**

One Coat Epoxy Mastic Aluminum II – B62S100/B60V100 at 4 to 6 mils dft.

##### **Finish:**

One Coat Acrolon 218 HS DOT Acrylic Polyurethane - at 3 to 6 mils dft.

**3. PRIMER FOR STEEL REPAIRS.** The primer required for the faying surfaces in the repair specification shall be from the Class I paint system listed on the Division of Material's list of approved products.

**4. SEQUENCING.** All work required for bridge repairs (not paint related) specified in this must be completed prior to any cleaning and painting production operations commence in that adjacent area.

**5. RECYCABLE MATERIAL.** Contrary to Section 614.03.09 section 5 transport and recycling the Contractor shall send all recyclable debris and complete their supplier profile form to the recycler listed below instead of the supplier profile form from the Division of Construction's website given.

The recycler is: The Doe Run Company: Resource Recycling Division, HC1 Box 1395, HWY 10K, Boss, MO 65440, phone (573) 626-4813, fax (573) 626-3304, email [www.doerun.com](http://www.doerun.com). The contractor will complete the Doe Run Supplier Profile Form and provide copies of it to both Doe Run and the Engineer prior to transporting the surface preparation debris.

The Contractor shall confirm that Doe Run will be accepting the recyclable debris before preparing their bid. Should Doe Run not be accepting the recyclable debris, the Contractor shall be responsible for classification of the recyclable debris. If the recyclable debris is determined to be hazardous material, the Contractor shall dispose of the material as addressed in section 614.03.09 under "**Hazardous Waste**". If the recyclable debris is determined to be non-hazardous material, it shall be disposed of as construction debris as addressed in section 614.03.09 under "**Industrial Waste**".

**6. DAMAGE TO STRUCTURE.**

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

## **SPECIAL NOTE FOR PAINTING STRUCTURAL STEEL REPAIRS**

### **I. DESCRIPTION**

Perform all work in accordance with the Kentucky Transportation Cabinet, Department of Highways 2019 Standard Specifications for Road and Bridge Construction and applicable Supplemental Specifications, the Standard Drawings, this Note, and the Contract Documents. Section references are to the Standard Specifications.

This work consists of the following:

1. Furnish all labor, materials, tools, equipment, and incidental items necessary to complete the work.
2. Provide safe access to the bridge, in accordance with Section 107.01.01, for the Engineer access repair areas and for workers to complete the construction.
3. Clean and prime the existing structural steel in accordance with this note and the attached Contract Plans.
4. Prepare and prime the new structural steel in accordance with this note and the attached Contract Plans.
5. Any other work specified as part of this contract. Refer to the "Special Note for Bridge Cleaning and Painting" for additional information and requirements.

### **II. MATERIALS**

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

### **III. CONSTRUCTION**

- A. Clean and Prime existing structural steel.** All existing faying surfaces where new steel is to be installed shall be cleaned and receive the prime coat as specified in Section 607.03.23 of the Standard Specifications before any new steel is installed. Level of cleaning shall be to an **SSPC-SP 15** (Commercial Grade Power Tool Cleaning). All Power tools shall be equipped with vacuum shrouds and fitted with HEPA filters at their air exhausts. Maintain and operate all vacuum shrouded power tools to collect generated debris. Primer for faying surfaces shall be from the Class I paint system listed on the Division of Materials list of approved products.
- B. Prepare and Prime new structural steel.** All new structural steel shall receive shop surface preparation and shop applied prime coating. Primer for faying surfaces shall be from the Class I paint system listed on the Division of Materials list of approved products. Necessary touch up/repair of the shop applied prime coat on the new steel may be performed in the field.
- C. Residual Lead.** Residual lead paint may still be on bridge. The Contractor is advised to take all necessary protective measures including worker safety and environmental regulations when performing surface preparation and other work. The Department will not consider any claims based on residual lead paint.



#### **IV. MEASUREMENT**

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

#### **V. PAYMENT**

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

### **SPECIAL NOTE FOR UTILITIES AND SIGNS**

All utilities, navigational lighting, aviation lighting and traffic signs shall be maintained and protected from damage.

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

### **SPECIAL NOTE FOR WEIGHT LIMITS ON STRUCTURE**

**079B00118L** is rated at **41** tons.

**079B00118R** is rated at **41** tons.

No equipment, materials, vehicles, trailers nor combination of thereof exceeding the load rating of each structure listed above shall be placed on or drive across the structure. If the Contractor chooses to stage from the bridge deck, he must submit a plan for approval by the KYTC Engineer showing placement and weight of all equipment.

### **SPECIAL NOTE FOR WORKING FROM THE TENNESSEE RIVER**

If any work is conducted from a barge or other vessel on the Tennessee River, the contractor is solely responsible for compliance with all regulatory, statutory, and insurance requirements thus applicable. Agencies involved include but are not limited to The US Army Corp of Engineers and the US Coast Guard. The Department assumes no obligations or liabilities for work stoppages due to enforcement actions by government regulatory agencies or to related delays that the Department deems necessary.

## **SPECIAL NOTE FOR TRAFFIC CONTROL**

All lane closures on this project shall be in accordance with Kentucky Department of Highways Standard Drawings No. **TTC-115, TTC-120, TTC-135, TTD-120, TTD-130, RBM-115 and the FHWA Manual for Uniform Traffic Control Devices (current editions) unless otherwise specified.** Lane closures should be used only when absolutely necessary and kept to the shortest duration possible in order to minimize disruption to the traveling public. No work will be conducted over unprotected traffic at any location. At the discretion of the Engineer, lane closures may be restricted on holiday weekends. The contractor must submit a traffic control plan for review and approval by the KYTC Engineer 14 days prior to the Pre-Construction Conference.

### **1. EMERGENCY REPAIRS AND COORDINATION WITH OTHER CONTRACTS**

In the event it becomes necessary to make emergency repairs at this project by state forces or by other outside contractors, the (painting) contractor agrees to alter his work pattern as directed by the engineer so as not to interfere with the emergency work. The contractor shall be required to coordinate his efforts with those of any other contractor in the construction area.

### **2. TRAFFIC CONTROL DEVICES**

The contractor will be required to furnish all traffic control devices whenever his operations endanger or interfere with vehicular traffic as determined by the engineer. The contractor shall furnish any additional traffic control devices necessary to protect traffic and his workmen. Any costs associated with the added traffic control devices (including arrow boards) shall be incidental to the contract lump sum amount for "maintain and control traffic." Placement of all devices for lane closures shall start and proceed in the direction of flow of traffic. Removal of devices shall start at the end of the construction area and proceed toward oncoming traffic. The contractor shall provide for the installation of all necessary traffic control devices before beginning work and their immediate removal as soon as work is suspended or completed. During the fully operational periods, when no lane closures are permitted, all equipment shall be totally removed from the job site. Traffic control signs shall be removed or covered if lane closure is not in place.

### **3. VEHICLES**

The contractor's vehicles shall always move with and not across or against the flow of traffic. Vehicles shall enter or leave work areas in a manner that will not be hazardous to or interfere with normal roadway traffic. Vehicles shall not park or stop except within designated work areas. Personal vehicles will not be permitted to park within the state right-of-way. The contractor's vehicles will be prohibited from crossing the roadway and all pedestrian movement of the contractor's personnel on the roadway will be limited to within the closed work areas.

### **4. POLICE OFFICER WITH VEHICLE**

A "police officer with vehicle" will be used for installation of and removal of all lane closures and deployment of rolling roadblocks. The Contractor will be responsible for all coordination with the local law enforcement and the KYTC engineer. Payment for this item will be included in the lump sum bid for Maintain and Control Traffic.

## **5. TRUCK MOUNTED ATTENUATOR**

Any lane or shoulder closure will include the use of a Truck Mounted Attenuator placed between oncoming traffic and equipment or vehicles.

## **6. MINIMUM VERTICAL AND HORIZONTAL CLEARANCES**

A minimum vertical clearance of **16'-6"** shall be maintained for any rigging and containment materials left in place above traffic. This minimum vertical clearance must be signed. The Contractor shall notify the following for height and width restrictions when any rigging and containment is in place with minimal clearance:

**Kentucky Transportation Cabinet's Department of Motor Carriers Oversize Permits Section:**  
<https://drive.ky.gov/motor-carriers/Pages/OWOD-Services.aspx>

## **7. ROLLING ROAD BLOCKS**

Rolling roadblocks will be permitted during the hours 12:00 AM to 4:00 AM for rigging and containment installation/removal. When using rolling road blocks the Contractor shall employ one vehicle per lane including ramps as necessary, in one direction at a predetermined time and predetermined speed as directed by the Engineer. There shall be no stopping of the rolling roadblock. Prior to instituting such the roadway ahead shall be cleared of traffic as directed by the Engineer. The area of influence shall be sealed off (all on-ramps or access intersection closed) by use of flaggers and/or Contractor's vehicles. The purpose is to seal off a certain work area and/or work function as designated in the notes so that the Contractor can perform certain work without any hazard to traffic. The rolling roadblock shall prevent any other vehicles at a slower speed than normal and forcing all vehicles to follow behind the Contractor's vehicles at their predetermined speed. Rolling roadblock will be used during specified hours for each bridge as directed by the Engineer. See links below for additional requirements.

**Kentucky Transportation Cabinet's Permits Branch:**  
**Form-TC 99-210 Rolling Road Block for Permitted Work Full Controlled Highways**  
<https://transportation.ky.gov/OrganizationalResources/Forms/TC%2099-210.pdf>

## **8. STAGING IN THE MEDIAN AND RIGHT OF WAY AREAS**

The Contractor shall be responsible for any base material to park equipment on in median and right of way areas. This material must be removed and site restored to original condition as directed by the Engineer upon completion of the project.

## **9. TEMPORARY CONCRETE BARRIERS.**

All long term lane closures specified shall require temporary Concrete Barrier Walls Type 9T (**NO ALTERNATIVES ALLOWED**). Temporary Concrete Barriers shall remain the Contractor's property and shall be removed from the construction site upon completion of construction.

## **10. VEHICULAR PLATFORM USE.**

Should the use any vehicular platform methods and equipment to complete work with specified maintenance of traffic, the Contractor must submit their deployment plan to the using vehicular platform with the required traffic control plan submittal.

## **11. TEMPORARY LANE CLOSURES.**

Temporary Shoulder and Single closures will be permitted on I-24 before and after the Phase 1 lane closures, Phase 2 lane closures, and Phase 3 lane shift are in place for rigging and containment installation and repair work that can be accessed. All closures shall be in accordance with Standard Drawing TTC-115. The closures will be determined by the Engineer. All closures shall be removed when not working. Contrary to section 112, lane closures will NOT be measured for payment, but are considered incidental to "Maintain and Control Traffic".

## **12. MOT PHASE 1 – 20 CALENDAR DAYS MAXIMUM DURATION.**

Remove centerline and edgeline striping that does not conform to the traffic control scheme in use, or as directed by the Engineer. Removal of striping shall be considered incidental to the item "Maintain and Control Traffic".

Construct lane closure in the outside lane of the eastbound and westbound directions, as detailed in the plans and in accordance with the MUTCD and KYTC Standard Drawings. Concrete Barrier wall shall comply to all Standards Drawings and Specifications.

## **13. MOT PHASE 2 – 20 CALENDAR DAYS MAXIMUM DURATION.**

Remove centerline and edgeline striping that does not conform to the traffic control scheme in use, or as directed by the Engineer. Removal of striping shall be considered incidental to the item "Maintain and Control Traffic".

Construct lane closure in the outside lane of the eastbound and westbound directions, as detailed in the plans and in accordance with the MUTCD and KYTC Standard Drawings. Concrete Barrier wall shall comply to all Standards Drawings and Specifications.

## **14. TEMPORARY LANE CLOSURES FOR MOT PHASE 3.**

Temporary Single closures will be permitted on I-24. All closures shall be in accordance with Standard Drawing TTC-115. The closures will be determined by the Engineer. All closures shall be removed when not working. Contrary to section 112, lane closures will NOT be measured for payment, but are considered incidental to "Maintain and Control Traffic". Time restrictions for lane closures as follows:

**Week Days ~ 6:00 PM to 6:00 AM Monday-Friday**  
**Weekend Days ~ No restrictions**

## **15. TRAFFIC CONTROL GENERAL NOTES.**

Except as provided herein, "Maintain and Control Traffic" shall be in accordance with the 2019 Standard Specifications and the 2020 Standard Drawings, current editions. Except for the roadway and traffic control bid items included in the project, all items of work necessary to maintain and control traffic will be paid at the lump sum bid price to "Maintain and Control Traffic". All lane closures used on the Project will be in compliance with the appropriate Standard Drawings and the Manual on Uniform Traffic Control Devices (MUTCD), current edition.

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

The Contractor shall reduce the speed limit to 55 MPH in accordance with Standard Drawing TTD-120. The use of Double Fine Zones may be used at the Contractor's discretion in accordance with Standard Drawing TTD-130. The extent of these areas within the project limits will be restricted to the proximity of actual work areas as determined by the Engineer. Notify the Engineer a minimum of 12 hours prior to using the double fine signs. At the beginning of the work zone, the "WARNING FINE DOUBLED IN WORK ZONE" signs will be dual mounted. At the end of the work zone, the "END DOUBLE FINE" signs will be dual mounted as well. Remove or cover the signs when the highway work zone does not have workers present for more than a two-hour period of time. Payment for the signs will be at the unit bid price for temporary signs.

## **16. SIGNS.**

Additional traffic control signs in addition to normal lane closure signing detailed on the Standard Drawings may be required by the Engineer. Additional signs needed for lane closures may include, but are not limited to, dual mounted LEFT/RIGHT LANE CLOSED 1 MILE, LEFT/RIGHT LANE CLOSED 2 MILE, LEFT/RIGHT LANE CLOSED 3 MILE, SLOWED/STOPPED TRAFFIC AHEAD. Signage for reduced speed limits and double fine work zones will be furnished, relocated, and maintained by the Contractor.

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

## **17. PORTABLE CHANGEABLE MESSAGE SIGNS**

Provide portable changeable message signs (PCMS) in advance of and within the project at locations to be determined by the Engineer. If work is in progress concurrently in both directions, provide additional PCMS. Place PCMS one mile in advance of the anticipated queue at each lane closure.

As the actual queue lengthens and/or shortens, relocate or provide additional PCMS so that traffic has warning of slowed or stopped traffic at least one mile but not more than two miles before reaching the end of the actual queue. The locations designated may vary as the work progresses. The messages required to be provided will be designated by the Engineer.



The PCMS will be in operation at all times. In the event of damage or mechanical/electrical failure, the contractor will repair or replace the PCMS immediately. PCMS will be paid for once, no matter how many times they are moved or relocated. The Department WILL NOT take possession of the PCMS upon completion of the work.

Queue Protection Vehicles are not required.

## **18. PAVEMENT MARKINGS**

If lane closures are in place during nighttime hours, remove or cover the lenses of raised pavement markers that do not conform to the traffic control scheme in use, or as directed by the Engineer. Replace or uncover lenses before a closed lane is reopened to traffic. No direct payment will be made for removing and replacing or covering and uncovering the lenses, but will be incidental to "Maintain and Control Traffic," lump sum.

Any striping removal (temporary or permanent) shall be removed by waterblasting. Waterblasting and removal of temporary tape will be considered incidental to the "Maintain and Control Traffic" bid item.

Temporary striping will be paid for by the appropriate bid item shown in the General Summary. Place temporary striping in accordance with Section 112, except that:

- 1) Temporary markings will be 6" in width.
- 2) If the contractor's operations or phasing requires temporary markings which must be subsequently removed from the ultimate pavement, an approved removable lane tape will be used.
- 3) Edge lines will be required for temporary striping.
- 4) Existing, temporary, or permanent striping will be in place before a lane is opened to traffic.

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

After all work is completed, or when approved by the Engineer, remove temporary striping, place permanent striping, and repair any damaged inlaid pavement markers. Mobile operations may be utilized.

## **Special Note for Portable Queue Warning Alert System**

### **1.0 Description**

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

### **2.0 Materials**

Materials shall be in accordance as follows:

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

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

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

#### **A. General Capabilities and Performance Requirements**

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

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

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

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

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

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

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

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

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

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

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

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

### **3.0 Construction Requirements**

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

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

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

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

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

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

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

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

**4.0 Equipment Maintenance.**

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

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

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

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

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

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

**6.0 Payment.**

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

## **SPECIAL NOTE**

### **For Avoiding Stream Impacts to Potential Endangered Mussel Habitat**

**Route Description: I-24 Luther Draffen Bridges over Tennessee River**

**County: Marshall**

**Item No.: 1-10178.00 and 1-10179.00**

**Bridge No.: 079B00118L&R**

The river is potential habitat for federally-listed threatened and endangered mussels. To minimize the impact from construction storm water runoff, the following measures shall be implemented throughout the duration of construction:

- Activities that could disturb the river bottom, including anchoring of vessels, is prohibited.
- Debris is to be captured and contained to prevent entry into the river
- Hydro-demolition water is to be contained, collected and disposed off-site. Discharge of the water to the river is prohibited
- Construction stormwater runoff from on-shore activities will be managed with implementation of erosion control measures as specified in Kentucky Standard Specifications for Roads and Bridges, Section 213.
- Drainage from the construction area on the bridge will be managed by protecting stormwater inlets to prevent discharge of contaminated or discolored water.

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

## ***SPECIAL NOTE***

### **For Minimization of Impacts to Osprey**

#### **Marshall County Repair and Paint I-24 Bridges over the Tennessee River Item No. 1-10178.00 and 1-10179.00**

Osprey have historically been documented at the top of the arch rib near connection R7 and at the navigational light box on the downstream arch on bridge 079B00118L. Breeding, nesting, laying of eggs and care for hatchlings typically occurs between March 1 and August 31, referred to herein as the nesting period. Osprey are protected under the Migratory Bird Treaty Act and the project must be advanced in a manner that minimizes impacts to the species.

The contractor should be aware that the most crucial time for nesting ospreys occurs between April and July. During this period, there is an increased likelihood that nesting osprey will be present and greater potential that construction activities may disrupt the nesting cycle. Osprey have extremely high site fidelity and are sometimes difficult to dissuade from nesting in locations that have been previously used.

Prior to and during the nesting period, osprey nests from either the current or previous years may be removed, provided that they do not include any eggs or hatchlings. The contractor will be responsible for inspecting nests prior to removal to ensure that no eggs or hatchlings are present. Documentation of the inspection shall be provided to the Resident Engineer prior to further action. A nest shall include any location where eggs have or may have been laid, including locations where eggs are laid on the truss. If a nest is established and eggs or chicks are present, the contractor will notify the Resident Engineer and confer to identify measures that are to be implemented to minimize impacts to the osprey nest. At a minimum, this shall include establishing a 75 foot buffer zone surrounding the nest location. Construction activities shall be halted within the buffer until such time as the nest is vacated. Should construction activities be determined to be adversely affecting the nest or altering the behavior of the osprey, the buffer shall be expanded by the Resident Engineer to a distance at which impacts are no longer occurring.

The buffer requirement may be terminated when the young osprey have fledged from the nest and left the area.

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



### **SPECIAL NOTE FOR BRIDGE PLANS**

See Project Related Information for Bridge Plans.  
Drawing Number 28836.

**SPECIAL NOTES  
DISTRICT NO. 1  
BRIDGE CLEANING AND PAINTING WITH REPAIRS  
MARSHALL COUNTY  
ITEM NUMBERS 1-10178.00 & 1-10179.00  
STP BRO 0103 (377) & STP BRO 0102 (378)  
CID 232953 ~ 079GR23M050**

The Department will conduct a Mandatory Pre-Bid Conference and Site Visit for the subject project on **Thursday October 12, 2023 at 11:00 AM Central Time at;**

**Department of Highways, District 1 Office  
5501 Kentucky Dam Road  
Paducah, KY. 42003  
Phone: (270) 898-2431**

Any company that is interested in bidding on the subject project or being part of a joint venture shall be represented at the conference and the site visit by at least **one officer or member with sufficiency to bind the company**. No individual can represent more than one company. At the conference and, during the subsequent site visit of the subject project, a roster shall be taken of the representatives present. **Only companies represented at the conference and during the site visit will be eligible to have their bids opened at the date of letting.**

During the site visit, the company representatives and The Department of Highways officials will travel to the project location. The site visit is not intended for bid estimation. **The Contractor shall be required to furnish approved High Visibility Apparel for all of their representatives present at the site visit.**

The purpose of the conference and site visit is to familiarize all prospective bidders with the contract requirements and the location and condition of the structures within the scope of the contract.

Department of Highways officials present at the conference will answer questions concerning the project. No questions will be taken during site visit. Any questions concerning the site visit are to be submitted through the Kentucky Transportation Cabinet's Division of Construction Procurement's web site question and answer link or e-mail at [KYTC.projectquestions@ky.gov](mailto:KYTC.projectquestions@ky.gov).

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

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

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

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

## RIGHT OF WAY CERTIFICATION

<input type="checkbox"/>	Original	<input checked="" type="checkbox"/>	Re-Certification	RIGHT OF WAY CERTIFICATION	
ITEM #		COUNTY	PROJECT # (STATE)		PROJECT # (FEDERAL)
1-10178.00		Marshall	FD52 079 0024 029-030		STPBRO 0103 (377)
PROJECT DESCRIPTION					
I-24/Bridge Cleaning And Painting With Repairs. (Bridge #079B00118L)					
<input checked="" type="checkbox"/>	<b>No Additional Right of Way Required</b>				
Construction will be within the limits of the existing right of way. The right of way was acquired in accordance to FHWA regulations under the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, as amended. No additional right of way or relocation assistance were required for this project.					
<input type="checkbox"/>	<b>Condition # 1 (Additional Right of Way Required and Cleared)</b>				
All necessary right of way, including control of access rights when applicable, have been acquired including legal and physical possession. Trial or appeal of cases may be pending in court but legal possession has been obtained. There may be some improvements remaining on the right-of-way, but all occupants have vacated the lands and improvements, and KYTC has physical possession and the rights to remove, salvage, or demolish all improvements and enter on all land. Just Compensation has been paid or deposited with the court. All relocations have been relocated to decent, safe, and sanitary housing or that KYTC has made available to displaced persons adequate replacement housing in accordance with the provisions of the current FHWA directive.					
<input type="checkbox"/>	<b>Condition # 2 (Additional Right of Way Required with Exception)</b>				
The right of way has not been fully acquired, the right to occupy and to use all rights-of-way required for the proper execution of the project has been acquired. Some parcels may be pending in court and on other parcels full legal possession has not been obtained, but right of entry has been obtained, the occupants of all lands and improvements have vacated, and KYTC has physical possession and right to remove, salvage, or demolish all improvements. Just Compensation has been paid or deposited with the court for most parcels. Just Compensation for all pending parcels will be paid or deposited with the court prior to AWARD of construction contract					
<input type="checkbox"/>	<b>Condition # 3 (Additional Right of Way Required with Exception)</b>				
The acquisition or right of occupancy and use of a few remaining parcels are not complete and/or some parcels still have occupants. All remaining occupants have had replacement housing made available to them in accordance with 49 CFR 24.204. KYTC is hereby requesting authorization to advertise this project for bids and to proceed with bid letting even though the necessary right of way will not be fully acquired, and/or some occupants will not be relocated, and/or the just compensation will not be paid or deposited with the court for some parcels until after bid letting. KYTC will fully meet all the requirements outlined in 23 CFR 635.309(c)(3) and 49 CFR 24.102(j) and will expedite completion of all acquisitions, relocations, and full payments after bid letting and prior to AWARD of the construction contract or force account construction.					
Total Number of Parcels on Project		0	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	Greg L. Morgan	
Signature			Signature	Digitally signed by Greg L. Morgan Date: 2023.06.02 11:39:38 -05'00'	
Date			Date		
Right of Way Director			FHWA		
Printed Name			Printed Name		
Signature	Digitally signed by Kelly Divine Date: 2023.06.02 12:59:11 -05'00'		Signature		
Date			Date		



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 type="checkbox"/>	Original	<input checked="" type="checkbox"/>	Re-Certification	RIGHT OF WAY CERTIFICATION	
ITEM #		COUNTY	PROJECT # (STATE)		PROJECT # (FEDERAL)
1-10179.00		Marshall	FD52 079 0024 029-030		STPBRO 0102 (378)
PROJECT DESCRIPTION					
I-24/Bridge Cleaning And Painting With Repairs. (Bridge #079B00118R)					
<input checked="" type="checkbox"/>	No Additional Right of Way Required				
Construction will be within the limits of the existing right of way. The right of way was acquired in accordance to FHWA regulations under the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, as amended. No additional right of way or relocation assistance were required for this project.					
<input type="checkbox"/>	Condition # 1 (Additional Right of Way Required and Cleared)				
All necessary right of way, including control of access rights when applicable, have been acquired including legal and physical possession. Trial or appeal of cases may be pending in court but legal possession has been obtained. There may be some improvements remaining on the right-of-way, but all occupants have vacated the lands and improvements, and KYTC has physical possession and the rights to remove, salvage, or demolish all improvements and enter on all land. Just Compensation has been paid or deposited with the court. All relocations have been relocated to decent, safe, and sanitary housing or that KYTC has made available to displaced persons adequate replacement housing in accordance with the provisions of the current FHWA directive.					
<input type="checkbox"/>	Condition # 2 (Additional Right of Way Required with Exception)				
The right of way has not been fully acquired, the right to occupy and to use all rights-of-way required for the proper execution of the project has been acquired. Some parcels may be pending in court and on other parcels full legal possession has not been obtained, but right of entry has been obtained, the occupants of all lands and improvements have vacated, and KYTC has physical possession and right to remove, salvage, or demolish all improvements. Just Compensation has been paid or deposited with the court for most parcels. Just Compensation for all pending parcels will be paid or deposited with the court prior to AWARD of construction contract					
<input type="checkbox"/>	Condition # 3 (Additional Right of Way Required with Exception)				
The acquisition or right of occupancy and use of a few remaining parcels are not complete and/or some parcels still have occupants. All remaining occupants have had replacement housing made available to them in accordance with 49 CFR 24.204. KYTC is hereby requesting authorization to advertise this project for bids and to proceed with bid letting even though the necessary right of way will not be fully acquired, and/or some occupants will not be relocated, and/or the just compensation will not be paid or deposited with the court for some parcels until after bid letting. KYTC will fully meet all the requirements outlined in 23 CFR 635.309(c)(3) and 49 CFR 24.102(j) and will expedite completion of all acquisitions, relocations, and full payments after bid letting and prior to AWARD of the construction contract or force account construction.					
Total Number of Parcels on Project		0	EXCEPTION (S) Parcel #	ANTICIPATED DATE OF POSSESSION WITH EXPLANATION	
Number of Parcels That Have Been Acquired					
Signed Deed					
Condemnation					
Signed ROE					
Notes/ Comments (Text is limited. Use additional sheet if necessary.)					
LPA RW Project Manager			Right of Way Supervisor		
Printed Name			Printed Name		Digitally signed by Greg L. Morgan
Signature			Signature		Date: 2023.06.02 11:44:01
Date			Date		-05'00'
Right of Way Director			FHWA		
Printed Name			Printed Name		
Signature		Digitally signed by Kelly Divine	Signature		
Date		Date: 2023.06.02 13:02:36	Date		

## UTILITIES AND RAIL CERTIFICATION NOTE

**MARSHALL COUNTY, STPBRO 0103(3)  
FD52 079 0024 B00118L 29.24  
I 24/BRIDGE CLEANING AND PAINTING WITH REPAIRS  
ITEM #'S 1-10178.00 AND 1-10179.00**

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

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

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

### UNDERGROUND FACILITY DAMAGE PROTECTION – BEFORE YOU DIG

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

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

### SPECIAL CAUTION NOTE – PROTECTION OF UTILITIES

The contractor will be responsible for contacting all utility facility owners on the subject project to coordinate his activities. The contractor will coordinate his activities to minimize and, where possible, avoid conflicts with utility facilities. Due to the nature of the work proposed, it is unlikely to conflict with the existing utilities beyond minor facility adjustments. Where conflicts with utility facilities are unavoidable, the contractor will coordinate any necessary relocation work with the facility owner and Resident Engineer. The

Kentucky Transportation Cabinet maintains the right to remove or alter portions of this contract if a utility conflict occurs.

UTILITIES AND RAIL CERTIFICATION NOTE

MARSHALL COUNTY, STPBRO 0103(3)  
FD52 079 0024 B00118L 29.24  
I 24/BRIDGE CLEANING AND PAINTING WITH REPAIRS  
ITEM #'S 1-10178.00 AND 1-10179.00

The utility facilities as noted in the previous section(s) have been determined using data garnered by varied means and with varying degrees of accuracy: from the facility owners, a result of S.U.E., field inspections, and/or reviews of record drawings. The facilities defined may not be inclusive of all utilities in the project scope and are not Level A quality, unless specified as such. It is the contractor’s responsibility to verify all utilities and their respective locations before excavating.

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

AREA UTILITIES CONTACT LIST AS PROVIDED BY KY 811

<u>Utility Company/Agency</u>	<u>Contact Name</u>	<u>Contact Information</u>
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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**

<b>Item #:</b> 1-10178 and 1-10179	<b>Project Sponsor:</b> KYTC
<b>Route(s):</b> I-24 Bridges over Tennessee River	<b>County:</b> Marshall
<b>Project Description:</b> This project consists of maintenance and repair work to the I-24 bridges over the Tennessee River. Repairs to steel members will consist of the removal and replacement of existing steel members on the bridge and the repair of steel connections on the bridge. Along with the member replacement, active corrosion in the designated repair areas will be removed. Newly installed steel and any damaged existing steel will be coated with a primer in the field. Concrete repairs will consist of removal of existing deteriorated concrete with hydro demolition, impact hammers, and concrete saws as possible methods of removal. Class M concrete will be poured to replace removed concrete and patching will be performed with Phoscrete Formula 3-VO. Joint repairs will consist of the removal and replacement of new concrete and armored edges, and placement of the new joint material. The project will not alter current geometrics of the bridge and will be constructed entirely within existing rights of way.	

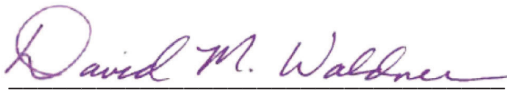
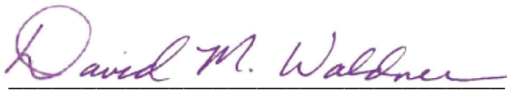

**2. ENVIRONMENTAL DETERMINATION**

Functional Area	Determination	Comments/Commitments/Mitigation
Public and Resource Agency Controversy	No	
Total acreage of fee simple ROW	0	No additional Right of Way required for project construction
Number of Total Relocations	0	No relocations involved
Environmental Justice Impacts	No	No disproportionate or adverse effects to EJ populations
Section 106: Architectural Historic	No Effect	No historic properties affected; bridge <50 years old (1974)
Section 106: Archaeological Resources	No Effect	No hist. prop affected; No disturbance beyond existing disturbed ROW
Section 4(f)	No 4(f) Properties	
Section 6(f)	No 6(f) Properties	
Noise	Not a Type I	
Air Quality Impacts	No	Project included in STIP ; Mod 2021.218 for construction funds.
Hazardous Materials Impacts	No	No asbestos on structure; See Appendix C
Section 7: T&E Species	No Effect	No Effect for all listed species; See App. D
Anticipated Feet of Stream Impacts	0	No instream work allowed
Anticipated Acreage of Wetland Impacts	0	No wetlands affected
Anticipated Permits	No	None anticipated; any work falls under Nationwide #3; General WQC
Other: KPDES Stormwater Permit		Required for contractor disturbance >1.0 acre
Other: Osprey Minimization		Special note for minimizing impacts to nesting osprey
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	_____ Date	 _____ Project Manager	9-21-23 _____ Date
 _____ Environmental Project Manager	9/20/23 _____ Date	_____ Director of Environmental Analysis	_____ Date
_____ Recommended by FHWA	_____ Date	_____ Federal Highway Administration	_____ Date



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# **APPENDIX A**

## **Location Map**

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TEAM KENTUCKY<sup>®</sup>

TRANSPORTATION CABINET

Palmer

ENGINEERING

Legend

Environmentally Cleared Area

Do Not Disturb Area

0 250 500

Feet

Location Map

I 24 Marshall County, KY

Bridges No. 079B00118L, 079B00118R

KYTC Items No. 1-10178, 1-10179

Credit: KYFromAbove Partners; Coordinate System: NAD 1983 StatePlane Kentucky FIPS 1600 Feet

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# **APPENDIX C**

## **Asbestos Survey**

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Andy Beshear  
GOVERNOR

## TRANSPORTATION CABINET

200 Mero Street  
Frankfort, Kentucky 40601

Jim Gray  
SECRETARY

# Asbestos Inspection Survey

To: Tom Mathews

District: Central Office

Date: August 30, 2023

Conducted By: Brittany Lowry

Report Prepared By: Brittany Lowry

---

## Project and Structure Identification

Project Number: Marshall CID 232953

Structure ID: Marshall 079B00118L

Structure Location: I-24 (WBL) over Tennessee River

Sample Description: Guard Rail Adhesive & Joint Compound

Inspection Date: August 29, 2023

## Results and Recommendations

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

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

MRS, Inc. Analytical Laboratory Division

Fax: (502) 491-7111

## BULK SAMPLE ASBESTOS ANALYSIS

Analysis N#	# 3308304	Address:	Marshall County - Item 01-10178
Client Name:	K Y T C		
Sampled By:	Brittany Lowry		

[illegible]

Reviewed By: Winters Mensaf  
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

332 West Broadway, Suite # 902  
Louisville, Kentucky 40202

Phone # : (502) 495-1212  
E-Mail Address : CEOMRSInc@AOL.Com

**Client:** KYTC

---

**Address:** 200 Mero Street, 5th Floor W.  
Frankfort, KY

---

40622

---

**Attention :** Brittany Lowry  
& O'Dail Lawson

Project No:	# 3308304 B
Sample ID:	# M 2
Sampled:	29-Aug-23
Received:	30-Aug-23
Analyzed:	30-Aug-23 - Point Count -

**Sampled By : Brittany Lowry**

**Facility/Location:** Marshall County - Item # 01 - 10178

Field Description: Joint Compound

**Laboratory Description:**

### Gray Material With Black Inside

### Asbestos Materials:

Chrysotile =  $1/400 = 0.25\%$  (  $< 1\%$  ) Sample Is Negative

### Non-Asbestos Fibrous Materials :

Cellulose	0.25 %
-----------	--------

Binders	99.50 %
---------	---------

**Remarks:** The sample was analyzed for asbestos content following the EPA Methodology (600/R-93/116). The test relates only to the items tested. This report does not represent endorsement by NVLAP or any agency of the U.S. Government.

Analyst: Winterford Mensah

Reviewed By: *Vincent Mendez*  
Signature





# Chain of Custody Record

Kentucky Transportation Cabinet  
200 Mero Street, 5th Floor West  
Frankfort, Kentucky 40622  
(502) 564-7250 fax (502) 564-5655

<b>Client Information</b> KY TRANS CABINET 200 Mero Street, 5th Floor West Frankfort, Kentucky 40622 (502) 564-7250 fax (502) 564-5655		<b>Project or Subject Reference</b> 01-10178	
<b>Brittany Stratton</b> KYTC 200 Mero Street Frankfort KY Phone: 502-564-7250 Fax: 502-564-5655 PO#:		<b>Results Code:</b> ND = None Detected FTD = Filter Tampering or Damaged N/A = Not Applicable	
<b>Analysis Requested</b> Asbestos bulk		<b>Analysis Requested</b> Asbestos bulk	
<b>Grab/Comp.</b>		<b>No. of Cont.</b>	
<b>Cont. Type</b>		<b>Preservative</b>	
<b>Sample ID</b>		<b>Sample Description</b>	
<b>M1</b>		gawd rail master layer	
<b>M2</b>		Joint compound / black	
<b>M3</b>		Joint compound / black	
<b>Date</b>		<b>Time</b>	
8/29/23		11:50	
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11:57		11:58	
11:59		12:00	
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12:05		12:06	
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20:07		20:08	
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CHC Training  
Environmental Compliance Certification Experts

www.chctraining.com  
303.412.6360  
855.60.CERTIFY

1775 W. 55th Avenue  
Denver, Colorado 80221  
United States of America

# CERTIFICATE OF ACHIEVEMENT

This certificate is awarded to:

BRITTANY STRATTON LOWRY

In recognition of satisfactory completion of the EPA-approved annual asbestos refresher training provided in accordance with the Model Accreditation Plan (MAP) (40 CFR Part 763, Subpart E, Appendix C) and AHERA of the Toxic Substances Control Act (TSCA) entitled:

## BUILDING INSPECTOR

COURSE COMPLETION:

FEBRUARY 8, 2023

EXAMINATION DATE:

FEBRUARY 8, 2023

EXPIRATION DATE:

FEBRUARY 8, 2024

COURSE HOURS:

4.0



Verify this Certificate

*Danayya N. Wilson*

CEO & Training Program Manager

Credential License ID:

67708320

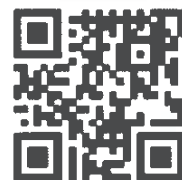


*Aaron Hise*

Instructor

CHC Training Certificate No.

R23-0186-AI-O



Renew this Certificate




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# **APPENDIX D**

## **Section 7 Consultation**

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	<b>Kentucky Transportation Cabinet Federal Highway Administration NO EFFECT FINDING</b>		
<b>KYTC Item No:</b>	1-10178 and 1-10179: Bridge # 079B00118L and 079B00118R	<b>Route:</b>	I-24/I-69
<b>Quadrangle(s):</b>	Calvert City	<b>County(ies):</b>	Marshall
<b>Project Description:</b> (Type of improvement, areas to be impacted, crossroad improvements, easements, etc.)			
<p>This project consists of maintenance and repair work to the eastbound I-24 bridge over the Tennessee River. Repairs to steel members will consist of the removal and replacement of existing steel members on the bridge and the repair of steel connections on the bridge. Along with the member replacement, active corrosion in the designated repair areas will be removed. Newly installed steel and any damaged existing steel will be coated with a primer in the field. Concrete repairs will consist of removal of existing deteriorated concrete with hydro demolition, impact hammers, and concrete saws as possible methods of removal. Class M concrete will be poured to replace removed concrete and patching will be performed with Phoscrete Formula 3-VO. Joint repairs will consist of the removal and replacement of existing bridge joints. This will involve concrete and steel removal, placing of new concrete and armored edges, and placement of the new joint material. The project, as proposed, will not alter current geometrics of the bridge (width, length, hydraulic opening, etc.). Maintenance/repair work will not result in disturbance of the river channel, its banks or substrate. Impacts to the Tennessee River are not anticipated. No forested habitat will be affected by this project. No cave or karst features exist within the project area. All work areas, including staging and parking, are located within the existing right-of-way; no ground disturbance is proposed beyond the ROW for this project.</p>			
<b>Listed Species:</b> (Attach copy of USFWS county list, KSNPC website and KDFWR website)			
<p>gray bat (<i>Myotis grisescens</i>); Indiana bat (<i>Myotis sodalis</i>); northern long-eared bat (<i>Myotis septentrionalis</i>); fat pocketbook (<i>Potamilius capax</i>); orangefoot pimpleback (<i>Plethobasus cooperianus</i>); pink mucket (<i>Lampsilis abrupta</i>); rabbitsfoot (<i>Quadrula cylindrica cylindrica</i>); ring pink (<i>Obovaria retusa</i>); sheepsnose mussel (<i>Plethobasus cyphus</i>); Price's potato-bean (<i>Apios priceana</i>); whooping crane (<i>Grus americana</i>); monarch butterfly (<i>Danaus plexippus</i>)</p> <p>The experimental, non-essential population of whooping crane, is a population that has been established within its historical range under section 10(j) of the Endangered Species Act (ESA) to aid in recovery of the species. The Service has determined a non-essential population is not necessary for the continued existence of the species. Thus for the purposes of consultation, the whooping crane is treated as threatened species on National Wildlife Refuge and National Park lands (require consultation under 7(a)(2) of the ESA) and as a proposed species on private land (no section 7(a)(2) consultation required).</p> <p>The monarch butterfly is a candidate species and not yet listed or proposed for listing. Consultation with U.S. Fish and Wildlife Service under section 7 of the Endangered Species Act is not required for candidate species.</p>			
<b>Methodologies:</b> (Methods of assessment, who, what, when, resources, etc.)			
<p>Palmer Engineering biologist reviewed GIS information for the area of the proposed action including, but not limited to, aerial imagery, topography, soil maps, stream characteristics, and species location records. Following records review, a field investigation was conducted on January 19, 2023 to identify threatened and endangered species or their habitat requirements within the project limits.</p>			
<b>Results:</b> (Compare habitat used by listed species with available habitat)			
<p>Indiana and northern long-eared bats utilize a variety of forested habitats for both summer foraging and roosting. Though only Indiana and northern long-eared bats roost in trees, forested habitat is also important to gray bats as well for foraging and commuting purposes. Indiana bats and gray bats commonly utilize forested corridors along streams, while northern long-eared bats tend to forage more in the interior of forests. No forested habitat (summer) will be affected by this project, thus no summer habitat for the listed bat species (roosting/foraging) will be affected. All three listed bat species winter in caves, underground mines, or other similar structures. Gray bats also use these structures and other structures, such as rockshelters and other karst features, during the summer for roosting and forming maternity colonies. No caves, underground mines, or other potential winter habitat will be impacted by this</p>			

project. The bridge was investigated for signs of bat usage as a roosting habitat and a “Bats In Bridges Data Sheet” completed (see attached). No signs of bat usage were observed on the bridge. The project will have “**No Effect**” on the listed bats species.

Collectively, the seven mussels species listed are considered medium stream to large river mussels that require stable substrates and flowing water to survive. The Tennessee River is the only stream located within the project area that has substrate (habitat) to support these species and is known critical habitat for the rabbitsfoot. However the Tennessee River (banks, substrate, flow, etc.) will not be impacted by this project. The project is committed to incorporate a series of protective measures to minimize the potential for degradation of the river (see attached.) The project will have “**No Effect**” on the seven listed mussel species or critical habitat for the rabbitsfoot.

Price’s potato bean’s habitat consists of open, rocky, wooded slopes and floodplain edges of mixed hardwoods with well-drained loam soils and old alluvium or over calcareous boulders. Field investigation did not reveal this habitat type within the project area, therefore the project will have “**No Effect**” on Price’s potato bean.

**Determinations:**

No habitat, No effect for: gray bat, Indiana bat, northern long-eared bat, fat pocketbook, orangefoot pimpleback, pink mucket, rabbitsfoot, ring pink, sheepsnose mussel; and Price’s potato-bean

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

*Cassondra Cruikshank*

\_\_\_\_\_

KYTC Signature

8/22/23

\_\_\_\_\_

Date

Cassondra Cruikshank

\_\_\_\_\_

Print Name

E.A.T.S. Milestones updated

\_\_\_\_\_

Name

\_\_\_\_\_

Date



TEAM KENTUCKY®

TRANSPORTATION CABINET

0

250

500

Feet

N

Location Map

I 24 Marshall County, KY

Bridges No. 079B00118L, 079B00118R

KYTC Items No. 1-10178, 1-10179

Credit: KYFromAbove Partners; Coordinate System: NAD 1983 StatePlane Kentucky FIPS 1600 Feet





## United States Department of the Interior



FISH AND WILDLIFE SERVICE  
Kentucky Ecological Services Field Office  
J C Watts Federal Building, Room 265  
330 West Broadway  
Frankfort, KY 40601-8670  
Phone: (502) 695-0468 Fax: (502) 695-1024  
Email Address: [kentuckyes@fws.gov](mailto:kentuckyes@fws.gov)

In Reply Refer To:  
Project Code: 2023-0034189  
Project Name: I-24 Bridges

July 26, 2023

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

### To Whom It May Concern:

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

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

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

A Biological Assessment is required for construction projects (or other undertakings having similar physical impacts) that are major Federal actions significantly affecting the quality of the

07/26/2023

2

human environment as defined in the National Environmental Policy Act (42 U.S.C. 4332(2)(c)). For projects other than major construction activities, the Service suggests that a biological evaluation similar to a Biological Assessment be prepared to determine whether the project may affect listed or proposed species and/or designated or proposed critical habitat. Recommended contents of a Biological Assessment are described at 50 CFR 402.12.

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

<http://www.fws.gov/endangered/esa-library/pdf/TOC-GLOS.PDF>

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

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

In addition to MBTA and BGEPA, Executive Order 13186: *Responsibilities of Federal Agencies to Protect Migratory Birds*, obligates all Federal agencies that engage in or authorize activities that might affect migratory birds, to minimize those effects and encourage conservation measures that will improve bird populations. Executive Order 13186 provides for the protection of both migratory birds and migratory bird habitat. For information regarding the implementation of Executive Order 13186, please visit <https://www.fws.gov/birds/policies-and-regulations/executive-orders/e0-13186.php>.

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

---

07/26/2023

3

Attachment(s):

- Official Species List

07/26/2023

1

## OFFICIAL SPECIES LIST

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

This species list is provided by:

**Kentucky Ecological Services Field Office**

J C Watts Federal Building, Room 265

330 West Broadway

Frankfort, KY 40601-8670

(502) 695-0468

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07/26/2023

2

## PROJECT SUMMARY

Project Code: 2023-0034189

Project Name: I-24 Bridges

Project Type: Bridge - Maintenance

Project Description: Painting I-24 Bridges

Project Location:

The approximate location of the project can be viewed in Google Maps: <https://www.google.com/maps/@37.02599145,-88.28598265,14z>



Counties: Livingston and Marshall counties, Kentucky

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07/26/2023

3

## ENDANGERED SPECIES ACT SPECIES

There is a total of 13 threatened, endangered, or candidate species on this species list.

Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species. Note that 2 of these species should be considered only under certain conditions.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries<sup>1</sup>, as USFWS does not have the authority to speak on behalf of NOAA and the Department of Commerce.

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

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

## MAMMALS

NAME	STATUS
<p>Gray Bat <i>Myotis grisescens</i></p> <p>No critical habitat has been designated for this species.</p> <p>This species only needs to be considered under the following conditions:</p> <ul style="list-style-type: none"><li>▪ The project area includes potential gray bat habitat.</li></ul> <p>Species profile: <a href="https://ecos.fws.gov/ecp/species/6329">https://ecos.fws.gov/ecp/species/6329</a></p> <p>General project design guidelines:</p> <p><a href="https://ipac.ecosphere.fws.gov/project/P6OUSMWPTNCQTHZ7WZF7DL462U/documents/generated/6422.pdf">https://ipac.ecosphere.fws.gov/project/P6OUSMWPTNCQTHZ7WZF7DL462U/documents/generated/6422.pdf</a></p>	Endangered
<p>Indiana Bat <i>Myotis sodalis</i></p> <p>There is <b>final</b> critical habitat for this species. Your location does not overlap the critical habitat.</p> <p>This species only needs to be considered under the following conditions:</p> <ul style="list-style-type: none"><li>▪ The project area includes 'potential' habitat. All activities in this location should consider possible effects to this species.</li></ul> <p>Species profile: <a href="https://ecos.fws.gov/ecp/species/5949">https://ecos.fws.gov/ecp/species/5949</a></p> <p>General project design guidelines:</p> <p><a href="https://ipac.ecosphere.fws.gov/project/P6OUSMWPTNCQTHZ7WZF7DL462U/documents/generated/6422.pdf">https://ipac.ecosphere.fws.gov/project/P6OUSMWPTNCQTHZ7WZF7DL462U/documents/generated/6422.pdf</a></p>	Endangered
<p>Northern Long-eared Bat <i>Myotis septentrionalis</i></p> <p>No critical habitat has been designated for this species.</p> <p>Species profile: <a href="https://ecos.fws.gov/ecp/species/9045">https://ecos.fws.gov/ecp/species/9045</a></p> <p>General project design guidelines:</p> <p><a href="https://ipac.ecosphere.fws.gov/project/P6OUSMWPTNCQTHZ7WZF7DL462U/documents/generated/6422.pdf">https://ipac.ecosphere.fws.gov/project/P6OUSMWPTNCQTHZ7WZF7DL462U/documents/generated/6422.pdf</a></p>	Endangered

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BIRDS

NAME	STATUS
Whooping Crane <i>Grus americana</i> Population: U.S.A. (AL, AR, CO, FL, GA, ID, IL, IN, IA, KY, LA, MI, MN, MS, MO, NC, NM, OH, SC, TN, UT, VA, WI, WV, western half of WY) No critical habitat has been designated for this species. Species profile: <a href="https://ecos.fws.gov/ecp/species/758">https://ecos.fws.gov/ecp/species/758</a>	Experimental Population, Non- Essential

07/26/2023

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**CLAMS**

NAME	STATUS
<b>Fat Pocketbook</b> <i>Potamilus capax</i> No critical habitat has been designated for this species. Species profile: <a href="https://ecos.fws.gov/ecp/species/2780">https://ecos.fws.gov/ecp/species/2780</a> General project design guidelines: <a href="https://ipac.ecosphere.fws.gov/project/P6OUSMWPTNCQTHZ7WZF7DL462U/documents/generated/5639.pdf">https://ipac.ecosphere.fws.gov/project/P6OUSMWPTNCQTHZ7WZF7DL462U/documents/generated/5639.pdf</a>	Endangered
<b>Longsolid</b> <i>Fusconaia subrotunda</i> There is <b>final</b> critical habitat for this species. Species profile: <a href="https://ecos.fws.gov/ecp/species/9880">https://ecos.fws.gov/ecp/species/9880</a>	Threatened
<b>Orangefoot Pimpleback (pearlymussel)</b> <i>Plethobasus cooperianus</i> No critical habitat has been designated for this species. Species profile: <a href="https://ecos.fws.gov/ecp/species/1132">https://ecos.fws.gov/ecp/species/1132</a> General project design guidelines: <a href="https://ipac.ecosphere.fws.gov/project/P6OUSMWPTNCQTHZ7WZF7DL462U/documents/generated/5639.pdf">https://ipac.ecosphere.fws.gov/project/P6OUSMWPTNCQTHZ7WZF7DL462U/documents/generated/5639.pdf</a>	Endangered
<b>Pink Mucket (pearlymussel)</b> <i>Lampsilis abrupta</i> No critical habitat has been designated for this species. Species profile: <a href="https://ecos.fws.gov/ecp/species/7829">https://ecos.fws.gov/ecp/species/7829</a> General project design guidelines: <a href="https://ipac.ecosphere.fws.gov/project/P6OUSMWPTNCQTHZ7WZF7DL462U/documents/generated/5639.pdf">https://ipac.ecosphere.fws.gov/project/P6OUSMWPTNCQTHZ7WZF7DL462U/documents/generated/5639.pdf</a>	Endangered
<b>Rabbitsfoot</b> <i>Quadrula cylindrica cylindrica</i> There is <b>final</b> critical habitat for this species. Your location overlaps the critical habitat. Species profile: <a href="https://ecos.fws.gov/ecp/species/5165">https://ecos.fws.gov/ecp/species/5165</a> General project design guidelines: <a href="https://ipac.ecosphere.fws.gov/project/P6OUSMWPTNCQTHZ7WZF7DL462U/documents/generated/5639.pdf">https://ipac.ecosphere.fws.gov/project/P6OUSMWPTNCQTHZ7WZF7DL462U/documents/generated/5639.pdf</a>	Threatened
<b>Ring Pink (mussel)</b> <i>Obovaria retusa</i> No critical habitat has been designated for this species. Species profile: <a href="https://ecos.fws.gov/ecp/species/4128">https://ecos.fws.gov/ecp/species/4128</a> General project design guidelines: <a href="https://ipac.ecosphere.fws.gov/project/P6OUSMWPTNCQTHZ7WZF7DL462U/documents/generated/5639.pdf">https://ipac.ecosphere.fws.gov/project/P6OUSMWPTNCQTHZ7WZF7DL462U/documents/generated/5639.pdf</a>	Endangered
<b>Sheepnose Mussel</b> <i>Plethobasus cyphus</i> No critical habitat has been designated for this species. Species profile: <a href="https://ecos.fws.gov/ecp/species/6903">https://ecos.fws.gov/ecp/species/6903</a> General project design guidelines: <a href="https://ipac.ecosphere.fws.gov/project/P6OUSMWPTNCQTHZ7WZF7DL462U/documents/generated/5639.pdf">https://ipac.ecosphere.fws.gov/project/P6OUSMWPTNCQTHZ7WZF7DL462U/documents/generated/5639.pdf</a>	Endangered

INSECTS

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

FLOWERING PLANTS

NAME	STATUS
Price"s Potato-bean <i>Apios priceana</i> Population: No critical habitat has been designated for this species. Species profile: <a href="https://ecos.fws.gov/ecp/species/7422">https://ecos.fws.gov/ecp/species/7422</a>	Threatened

CRITICAL HABITATS

There is 1 critical habitat wholly or partially within your project area under this office's jurisdiction.

NAME	STATUS
Rabbitsfoot <i>Quadrula cylindrica cylindrica</i> <a href="https://ecos.fws.gov/ecp/species/5165#crithab">https://ecos.fws.gov/ecp/species/5165#crithab</a>	Final

**IPAC USER CONTACT INFORMATION**

Agency: Kentucky Transportation Cabinet  
Name: Robert Oney  
Address: 400 Shoppers Drive  
Address Line 2: P.O. Box 747  
City: Winchester  
State: KY  
Zip: 40392-0747  
Email: robertoney@msn.com  
Phone: 8597441218

**LEAD AGENCY CONTACT INFORMATION**

Lead Agency: Army Corps of Engineers

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**Photo 1:** I-24/I-69 Bridge (eastbound lanes) approach from the southwest, Marshall County side of Tennessee River on 01/19/2023.



**Photo 2:** Tennessee River (mussel habitat) facing northeast from the Marshall County side (left downstream bank) on 01/19/2023.





KYTC Item #s: 1-10178 & 1-10179  
Bridge IDs: 079B00118L & R

(Page 2 of 3)



**Photo 3:** I-24/I-69 Bridge (westbound lanes) approach from the southwest, Marshall County side of Tennessee River on 01/19/2023.



**Photo 4:** I-24/I-69 Bridges view from the northeast, Livingston County side on 01/19/2023.





KYTC Item #s: 1-10178 & 1-10179  
Bridge IDs: 079B00118L & R

(Page 3 of 3)



**Photo 5:** Potential staging area for bridge painting (median) Marshall County side on 01/19/2023.



**Photo 6:** Potential staging area for bridge painting (median) Livingston County side on 01/19/2023.

Appendix B. Bats in Bridges Datasheet

BATS IN BRIDGES DATASHEET





KYTC Structure ID 079B0018L & 079B0018R KYTC Item No 1-10178 & 1-10179




Bridge Location: I-24 (Luther Draffen Bridges) east and west bound over the Tennessee River

County: Marshall Lat: 37.025955 Long: -88.285879

Date: 01/19/2023 Time of Survey: 1500 Investigator Name(s): Robert C. Oney, Ralph Schuler

Bridge Type: (check one)

- ☐ Parallel Box Beam   
☐ Pre-stressed Girder   
☐ Cast in Place   
☐ Culvert – Box 

- ☒ Steel I-beam   
☐ Flat Slab / Box   
☐ Trapezoidal Box   
☐ Culvert – Pipe/Round ☐ Other: \_\_\_\_\_

Underdeck Material:

- ☒ Concrete  
☐ Corrugated Steel  
☐ Other: \_\_\_\_\_

Road Type: (check one) ☐ Interstate ☐ U.S. Highway ☐ State Road ☒ County Road

Surrounding Habitat: (check all that apply)

☒ Residential ☐ Row Crop ☒ Commercial ☒ Woodland ☐ Grassland ☒ Pasture ☒ Riparian ☐ Mixed ☒ Wetland

Conditions Under Bridge: (check all that apply)

☐ Bare ground /sediment ☐ Concrete ☐ Rip rap ☒ Flowing water ☐ Standing water  
☒ Open vegetation (not obstructing flight path) ☐ Closed vegetation (may obstruct flight path)  
☐ Two lane road ☐ Four (or more) lane highway ☐ Dirt road ☐ Railroad  
☒ Evidence of superstructure flooding Bridge height above water: 10-12 ft

Bat indicators: (check all that apply) ☐ Visual ☐ Smell ☐ Sound ☐ Staining ☐ Guano ☒ None

Use intensity: (check one) ☐ Minor (scattered, individual guano pellets and/or few small areas of staining covering <1 ft each - few bats or temporary usage)  
☐ Major (guano piles and/or large areas of staining covering >1 ft each – semi permanent colony)

Bats Present: ☐ YES ☒ NO

Appendix B. Bats in Bridges Datasheet

Species Present (record number of individuals if known)

_____ Myotis septentrionalis (Northern long-eared)	_____ Lasiurus noctivagans (Silver-haired)
_____ Myotis sodalis (Indiana)	_____ Perimyotis subflavus (Tri-colored)
_____ Myotis leibii (Eastern small-footed)	_____ Eptesicus fuscus (Big brown)
_____ Myotis lucifugus (Little brown)	_____ Nycticeius humeralis (Evening)
_____ Myotis grisescens (Gray)	_____ Tadarida brasiliensis (Braz. free-tailed)
_____ Myotis austroriparius (Southeastern)	_____ Corynorhinus t. townsendii (Virginia)
_____ Lasiurus cinereus (Hoary)	_____ Corynorhinus rafinesquii (Rafinesque's)
_____ Lasiurus borealis (Eastern red)	_____ UNKNOWN
_____ Lasiurus seminolus (Seminole)	

Roost description (If known, check all that apply): ☐ Day Roost ☐ Nursery Roost ☐ Night Roost ☐ Unknown

Number of roosts \_\_\_\_\_

Roost feature: (check all that apply)

☐ Crack/crevice/expansion joint: underside of bridge ☐ Crack/crevice/expansion joint: top side of bridge

☐ Plugged drain ☐ Under/along the main bridge structure ☐ Rail ☐ Other: \_\_\_\_\_

Human disturbance or traffic under bridge or at structure? ☐ High ☒ Low ☐ None

Evidence of bats using bird nests? ☐ Yes ☒ No (if yes, please describe and photograph nest location)

Areas Inspected: (check all that apply)

☒ Vertical surfaces on I-beams ☒ Vertical surfaces between concrete end walls and bridge deck

☒ Expansion joints ☒ Rough surfaces ☒ Guardrails ☒ Crevices ☐ Other: \_\_\_\_\_

Areas NOT Inspected because of safety or inaccessibility:

\_\_\_\_\_

\_\_\_\_\_

Additional Comments / Sketch:

No bats, or signs of bats, were observed at this bridge.

\_\_\_\_\_

\_\_\_\_\_

## **SPECIAL NOTE**

### **For Avoiding Stream Impacts to Endangered Mussel Critical Habitat**

**Route Description: I-24 Luther Draffen Bridges over the Tennessee River**

**County: Marshall**

**KYTC Item Nos.: 1-10178 & 1-10179**

**Bridge Nos.: 079B00118L & 079B00118R**

The Tennessee River is known critical habitat for federally-listed threatened and endangered mussels. To minimize the impact from construction storm water runoff, the following measures shall be implemented throughout the duration of construction:

- Any activities that could disturb the river bottom, including anchoring of vessels, is prohibited.
- Construction debris is to be captured and contained to prevent entry into the river.
- Hydro-demolition water is to be contained, collected and disposed of off-site. Discharge of construction water into the river is prohibited.
- Construction stormwater runoff from on-shore activities will be managed with implementation of erosion control measures as specified in Kentucky Standard Specifications for Roads and Bridges, Section 213.
- Drainage from the construction area on the bridge will be managed by protecting stormwater inlets to prevent discharge of contaminated or discolored water.

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

# **SPECIAL NOTE**

## **Tree Clearing Restriction**

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**Route Description: I-24 Luther Draffen Bridges over the Tennessee River County:  
Marshall  
KYTC Item Nos.: 1-10178 & 1-10179  
Bridge Nos.: 079B00118L & 079B00118R**

Tree clearing is prohibited for construction of the project.

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

### **SPECIAL NOTE FOR COAST GUARD REQUIRMENTS**

The Contractor shall submit the work plan for approval with the Coast Guard 14 days prior to the preconstruction meeting along with the completed form.



PROMPTLY COMPLETE AND PROVIDE COPY TO:

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

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

PROJECT INFORMATION RECORD

NAME OF BRIDGE: RIVER/MILE:

PROJECT:

PERMITTEE:

RESIDENT ENGINEER OR INSPECTOR: (NAME)

ADDRESS:

PHONE: (OFFICE) (HOME)

SUBCONTRACTOR:

SUBCONTRACTOR’S MAN IN CHARGE:

ALTERNATES:

START DATE: EXPECTED COMPLETION DATE:

NAME OR WORK BOAT ON JOB:

RADIO CALL SIGN AND FREQUENCIES:

HOURS/DAYS OF OPERATION:

(SIGNATURE)

MATERIAL SUMMARY

CONTRACT ID: 232953

079GR23M050

MB07900242301

LUTHER DRAFFIN BRIDGE WB (I-24) BRIDGE 079B00118L OVER TENNESSEE RIVER AT MP 29.24 BRIDGE PAINTING & CLEANING.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0005	08434	CLEAN & PAINT STRUCTURAL STEEL	1.00	LS
0010	21650NN	BOLT/RIVET REPLACEMENT - REPLACE BRIDGE RAIL POST ANCHOR BOLT HEX NUT	2.00	EACH
0015	21650NN	BOLT/RIVET REPLACEMENT - REPLACE MISSING HIGH STRENGTH BOLT	1.00	EACH
0020	21650NN	BOLT/RIVET REPLACEMENT - STRINGER BEARING ANCHOR BOLT REPLACEMENT	76.00	EACH
0025	23070NN	GIRDER REPAIR - GIRDER WELD CRACK	1.00	EACH
0030	23173EC	REPLACE/REPAIR STEEL DIAPHRAGM	24.00	EACH
0035	23220EC	CATWALK REPAIR	1.00	LS
0040	23386EC	JOINT SEAL REPLACEMENT	198.00	LF
0045	23580EC	HANDRAIL CONNECTION REPAIR - ALUMINUM BRIDGE RAIL POST REPAIR	3.00	EACH
0050	24181EC	REPLACE RAILING - PIER CAP RAILING REPAIR	1.00	LF
0055	24253EC	PORTAL MODIFICATIONS - ARCH TIE BIRD SCREEN INSTALLATION	8.00	EACH
0060	24409EC	DRILL HOLES IN STEEL MEMBERS - CRACK ARREST HOLE	11.00	EACH
0065	24422EC	FLOOR BEAM RETROFIT - FLOORBEAM TOP LACNGE COPE	26.00	EACH
0070	24692EC	DECK DRAIN RETROFIT - DECK DRAIN FLANGE GASKET REPLACEMENT	10.00	EACH
0075	24879EC	STEEL REPAIR - CABLE ANCHORAGE RETROFIT	52.00	EACH
0080	24879EC	STEEL REPAIR - TRIAXIAL CONSTRAINT RETROFIT	88.00	EACH
0085	24933EC	JUNCTION BOX REPAIRED - JUNCTION BOX COVER REPLACEMENT	2.00	EACH
0090	24981EC	BRIDGE CLEANING - -	1.00	LS
0095	24982EC	CONCRETE COATING - -	1.00	LS
0100	25030ED	ALUMINUM HANDRAIL - REPLACE DAMAGED ALUMINUM BRIDGE RAIL SECTION	40.00	LF
0105	02003	RELOCATE TEMP CONC BARRIER	4,832.00	LF
0110	02562	TEMPORARY SIGNS	224.00	SQFT
0115	02650	MAINTAIN & CONTROL TRAFFIC - BRIDGE 079B00118L	1.00	LS
0120	02671	PORTABLE CHANGEABLE MESSAGE SIGN	1.00	EACH
0125	02775	ARROW PANEL	1.00	EACH
0130	02898	RELOCATE CRASH CUSHION	2.00	EACH
0135	03171	CONCRETE BARRIER WALL TYPE 9T	2,466.00	LF
0140	06511	PAVE STRIPING-TEMP PAINT-6 IN	20,397.00	LF
0145	08903	CRASH CUSHION TY VI CLASS BT TL3	1.00	EACH
0150	26136EC	PORTABLE QUEUE WARNING ALERT SYSTEM	13.00	MONT
0155	26137EC	QUEUE WARNING PCMS	39.00	MONT
0160	26138EC	QUEUE WARNING PORTABLE RADAR SENSORS	39.00	MONT
0165	02568	MOBILIZATION	1.00	LS
0170	02569	DEMOBILIZATION	1.00	LS



MATERIAL SUMMARY

CONTRACT ID: 232953

079GR23M050

MB07900242302

LUTHER DRAFFIN BRIDGE EB (I-24) BRIDGE 079B00118R OVER TENNESSEE RIVER AT MP 29.24 BRIDGE PAINTING & CLEANING.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0175	03297	EXPAN JOINT REPLACE 3 IN	79.00	LF
0180	08434	CLEAN & PAINT STRUCTURAL STEEL	1.00	LS
0185	21650NN	BOLT/RIVET REPLACEMENT - REPLACE BRIDGE RAIL POST ANCHOR BOLT HEX NUT	5.00	EACH
0190	21650NN	BOLT/RIVET REPLACEMENT - REPLACE MISSING HIGH STRENGTH BOLT	1.00	EACH
0195	21650NN	BOLT/RIVET REPLACEMENT - STRINGER BEARING ANCHOR BOLT REPLACEMENT	83.00	EACH
0200	23070NN	GIRDER REPAIR - GIRDER WELD CRACK	2.00	EACH
0205	23173EC	REPLACE/REPAIR STEEL DIAPHRAGM - PIER 9	24.00	EACH
0210	23220EC	CATWALK REPAIR	1.00	LS
0215	23386EC	JOINT SEAL REPLACEMENT	119.00	LF
0220	23580EC	HANDRAIL CONNECTION REPAIR - ALUMINUM BRIDGE RAIL POST REPAIR	4.00	EACH
0225	23853EC	BEARING REPAIR - BEARING COTTER PIN REPLACEMENT	1.00	EACH
0230	24253EC	PORTAL MODIFICATIONS - ARCH TIE BIRD SCREEN INSTALLATION	8.00	EACH
0235	24409EC	DRILL HOLES IN STEEL MEMBERS - CRACK ARREST HOLE	4.00	EACH
0240	24422EC	FLOOR BEAM RETROFIT - FLOORBEAM TOP LACNGE COPE	26.00	EACH
0245	24692EC	DECK DRAIN RETROFIT - DECK DRAIN FLANGE GASKET REPLACEMENT	10.00	EACH
0250	24879EC	STEEL REPAIR - CABLE ANCHORAGE RETROFIT	52.00	EACH
0255	24879EC	STEEL REPAIR - TRIAXIAL CONSTRAINT RETROFIT	88.00	EACH
0260	24933EC	JUNCTION BOX REPAIRED - JUNCTION BOX COVER REPLACEMENT	2.00	EACH
0265	24981EC	BRIDGE CLEANING - -	1.00	LS
0270	24982EC	CONCRETE COATING - -	1.00	LS
0275	25030ED	ALUMINUM HANDRAIL - REPLACE DAMAGED ALUMINUM BRIDGE RAIL SECTION	40.00	LF
0280	02003	RELOCATE TEMP CONC BARRIER	4,834.00	LF
0285	02562	TEMPORARY SIGNS	224.00	SQFT
0290	02650	MAINTAIN & CONTROL TRAFFIC - BRIDGE 079B00118R	1.00	LS
0295	02671	PORTABLE CHANGEABLE MESSAGE SIGN	1.00	EACH
0300	02775	ARROW PANEL	1.00	EACH
0305	02898	RELOCATE CRASH CUSHION	2.00	EACH
0310	03171	CONCRETE BARRIER WALL TYPE 9T	2,466.00	LF
0315	06511	PAVE STRIPING-TEMP PAINT-6 IN	20,397.00	LF
0320	08903	CRASH CUSHION TY VI CLASS BT TL3	1.00	EACH
0325	26136EC	PORTABLE QUEUE WARNING ALERT SYSTEM	13.00	MONT
0330	26137EC	QUEUE WARNING PCMS	39.00	MONT
0335	26138EC	QUEUE WARNING PORTABLE RADAR SENSORS	39.00	MONT
0340	02568	MOBILIZATION	1.00	LS
0345	02569	DEMOBILIZATION	1.00	LS

**PART II**

**SPECIFICATIONS AND STANDARD DRAWINGS**

### **STANDARD SPECIFICATIONS**

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

### **SUPPLEMENTAL SPECIFICATIONS**

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

## **PART III**

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

FHWA-1273 – Revised October 23, 2023

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

### ATTACHMENTS

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

### I. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

## 8. Reasonable Accommodation for Applicants /

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

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

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

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

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

## 10. Assurances Required:

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

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

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

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

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

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

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

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

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

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

### III. NONSEGREGATED FACILITIES

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2. Withholding (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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



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

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

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

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

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

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

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

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

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

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

\* \* \* \* \*

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

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

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

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

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

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

\* \* \* \* \*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**KENTUCKY TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS**

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

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

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

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

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

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

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

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

Revised: January 25, 2017

### Standard Title VI/Non-Discrimination Assurances

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

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

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

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

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

## EXECUTIVE BRANCH CODE OF ETHICS

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

KRS 11A.040 (7) provides:

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

KRS 11A.040 (9) states:

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

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

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

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

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

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

Revised: May 23, 2022

"General Decision Number: KY20230040 09/29/2023

Superseded General Decision Number: KY20220040

State: Kentucky

Construction Type: Highway

Counties: Allen, Ballard, Butler, Caldwell, Calloway, Carlisle, Christian, Crittenden, Daviess, Edmonson, Fulton, Graves, Hancock, Henderson, Hickman, Hopkins, Livingston, Logan, Lyon, Marshall, McCracken, McLean, Muhlenberg, Ohio, Simpson, Todd, Trigg, Union, Warren and Webster Counties in Kentucky.

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

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 14026 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</li></ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 13658 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.</li></ul>

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

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

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	02/10/2023
3	02/24/2023
4	03/31/2023
5	04/14/2023
6	06/09/2023
7	07/14/2023
8	08/04/2023
9	09/01/2023
10	09/08/2023
11	09/15/2023
12	09/29/2023

BRIN0004-002 06/01/2023

BALLARD, BUTLER, CALDWELL, CARLISLE, CRITTENDEN, DAVIESS, EDMONSON, FULTON, GRAVES, HANCOCK, HENDERSON, HICKMAN, HOPKINS, LIVINGSTON, LYON, MARSHALL, MCCRACKEN, MCLEAN, MUHLENBERG, OHIO, UNION, and WEBSTER COUNTIES

	Rates	Fringes
BRICKLAYER		
Ballard, Caldwell, Carlisle, Crittenden, Fulton, Graves, Hickman, Livingston, Lyon, Marshall, and McCracken Counties.....	\$ 34.17	19.60
Butler, Edmonson, Hopkins, Muhlenberg, and Ohio Counties.....	\$ 32.28	15.95
Daviess, Hancock, Henderson, McLean, Union, and Webster Counties.....	\$ 34.17	19.60

BRTN0004-005 06/01/2023

ALLEN, CALLOWAY, CHRISTIAN, LOGAN, SIMPSON, TODD, TRIGG, and WARREN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 32.28	15.95

CARP0357-002 04/01/2023

	Rates	Fringes
CARPENTER.....	\$ 31.81	22.86
DIVER.....	\$ 48.09	22.86
PILEDRIVERMAN.....	\$ 32.06	22.86

ELEC0369-006 06/01/2022



BUTLER, EDMONSON, LOGAN, TODD & WARREN COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 34.60	19.57
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ELEC0429-001 06/01/2022		

ALLEN & SIMPSON COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 31.55	14.08
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ELEC0816-002 06/01/2023		

BALLARD, CALDWELL, CALLOWAY, CARLISLE, CHRISTIAN, CRITTENDEN,  
FULTON (Except a 5 mile radius of City Hall in Fulton), GRAVES,  
HICKMAN, LIVINGSTON, LYON, MARSHALL, MCCracken & TRIGG COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 35.53	26.5%+7.85
-----		
Cable spicers receive \$.25 per hour additional.		
-----		
ELEC1701-003 06/01/2022		

DAVISS, HANCOCK, HENDERSON, HOPKINS, MCLEAN, MUHLENBERG, OHIO,  
UNION & WEBSTER COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 34.18	7.35+30.8%
-----		
Cable spicers receive \$.25 per hour additional.		
-----		
ELEC1925-002 06/01/2023		

FULTON COUNTY (Up to a 5 mile radius of City Hall in Fulton):

	Rates	Fringes
CABLE SPLICER.....	\$ 27.30	15.03
ELECTRICIAN.....	\$ 27.05	15.02
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* ENG10181-017 07/01/2023		

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

OPERATING ENGINEER CLASSIFICATIONS

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

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

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

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

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

CRANES - with booms 150 ft. & Over (Including JIB), and where the length of the boom in combination with the length of the piling equals or exceeds 150 ft. - \$1.00 above 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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IRON0070-005 06/01/2023

BUTLER COUNTY (Eastern eighth, including the Townships of Decker, Lee & Tilford);  
EDMONSON COUNTY (Northern three-fourths, including the Townships of Asphalt, Bee Spring, Brownsville, Grassland, Huff, Kyrock, Lindseyville, Mammoth Cave, Ollie, Prosperity, Rhoda, Sunfish & Sweden)

	Rates	Fringes
IRONWORKER		
Structural; Ornamental; Reinforcing; Precast Concrete Erectors.....	\$ 32.59	24.50
-----		
IRON0103-004 04/01/2022		

DAVIESS, HANCOCK, HENDERSON, HOPKINS, MCLEAN, OHIO, UNION & WEBSTER COUNTIES  
BUTLER COUNTY (Townships of Aberdeen, Bancock, Casey, Dexterville, Dunbar, Elfie, Gilstrap, Huntsville, Logansport, Monford, Morgantown, Provo, Rochester, South Hill & Welchs Creek);  
CALDWELL COUNTY (Northeastern third, including the Township of Creswell);  
CHRISTIAN COUNTY (Northern third, including the Townships of Apex, Crofton, Kelly, Mannington & Wynns);  
CRITTENDEN COUNTY (Northeastern half, including the Townships of Grove, Mattoon, Repton, Shady Grove & Tribune);  
MUHLENBERG COUNTY (Townships of Bavier, Beech Creek Junction, Benton, Brennen, Browder, Central City, Cleaton, Depoy, Drakesboro, Eunis, Graham, Hillside, Luzerne, Lynn City, Martwick, McNary, Millport, Moorman, Nelson, Paradise, Powderly, South Carrollton, Tarina & Weir)

	Rates	Fringes
Ironworkers:.....	\$ 30.59	26.10
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* IRON0492-003 05/01/2023		

ALLEN, LOGAN, SIMPSON, TODD & WARREN COUNTIES  
BUTLER COUNTY (Southern third, including the Townships of Boston, Berrys Lick, Dimple, Jetson, Quality, Sharer, Sugar Grove & Woodbury);  
CHRISTIAN COUNTY (Eastern two-thirds, including the Townships of Bennettstown, Casky, Herndon, Hopkinsville, Howell, Masonville, Pembroke & Thompsonville);  
EDMONSON COUNTY (Southern fourth, including the Townships of Chalybeate & Rocky Hill);  
MUHLENBERG COUNTY (Southern eighth, including the Townships of Dunnior, Penrod & Rosewood)

	Rates	Fringes
Ironworkers:.....	\$ 32.53	17.23
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* IRON0782-006 08/01/2023		

BALLARD, CALLOWAY, CARLISLE, FULTON, GRAVES, HICKMAN, LIVINGSTON, LYON, MARSHALL, MCCracken & TRIGG COUNTIES  
CALDWELL COUNTY (Southwestern two-thirds, including the Townships of Cedar Bluff, Cider, Claxton, Cobb, Crowtown, Dulaney, Farmersville, Fredonia, McGowan, Otter Pond & Princeton);  
CHRISTIAN COUNTY (Western third, Excluding the Townships of Apex, Crofton, Kelly, Mannington, Wynns, Bennettstown, Casky, Herndon, Hopkinsville, Howell, Masonville, Pembroke & Thompsonville);  
CRITTENDEN COUNTY (Southwestern half, including the Townships of Crayne, Dycusburg, Frances, Marion, Mexico, Midway,

Sheridan & Told)

	Rates	Fringes
Ironworkers:		
Projects with a total contract cost of		
\$20,000,000.00 or above.....	\$ 34.75	25.52
All Other Work.....	\$ 33.01	25.52

LAB00189-005 07/01/2022

BALLARD, CALLOWAY, CARLISLE, FULTON, GRAVES, HICKMAN,  
LIVINGSTON, LYON, MARSHALL & MCCracken COUNTIES

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

LABORER 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; Blaster; 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

LAB00189-006 07/01/2022

ALLEN, BUTLER, CALDWELL, CHRISTIAN, DAVIESS, EDMONSON, HANCOCK,  
HOPKINS, LOGAN, MCLEAN, MUHLENBERG, OHIO, SIMPSON, TODD, TRIGG  
& WARREN COUNTIES

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

LABORER 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; Blaster; 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

LAB00561-001 07/01/2023

CRITTENDEN, HENDERSON, UNION & WEBSTER COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 24.41	17.57

GROUP 2.....	\$ 24.66	17.57
GROUP 3.....	\$ 24.71	17.57
GROUP 4.....	\$ 25.31	17.57

LABORER 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; Blaster; 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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PAIN0032-002 09/01/2023

BALLARD COUNTY

	Rates	Fringes
Painters:		
Bridges.....	\$ 36.12	20.97
All Other Work.....	\$ 33.82	20.97

Spray, Blast, Steam, High & Hazardous (Including Lead Abatement) and All Epoxy - \$1.00 Premium

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PAIN0118-003 06/01/2014

EDMONSON COUNTY:

Rates	Fringes
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Painters:		
Brush & Roller.....	\$ 18.50	11.97
Spray, Sandblast, Power Tools, Waterblast & Steam Cleaning.....	\$ 19.50	11.97
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PAIN0156-006 04/01/2023		

DAVIESS, HANCOCK, HENDERSON, MCLEAN, OHIO, UNION & WEBSTER  
COUNTIES

	Rates	Fringes
Painters:		
BRIDGES		
GROUP 1.....	\$ 28.45	20.08
GROUP 3.....	\$ 29.45	20.08
GROUP 4.....	\$ 30.70	20.08
ALL OTHER WORK:		
GROUP 1.....	\$ 27.30	20.08
GROUP 2.....	\$ 27.55	20.08
GROUP 3.....	\$ 28.30	20.08
GROUP 4.....	\$ 29.55	20.08

PAINTER CLASSIFICATIONS

GROUP 1 - Brush & Roller

GROUP 2 - Plasterers

- GROUP 3 - Spray; Sandblast; Power Tools; Waterblast;  
Steamcleaning; Brush & Roller of Mastics, Creosotes, Kwinch  
Koate & Coal Tar Epoxy
- GROUP 4 - Spray of Mastics, Creosotes, Kwinch Koate & Coal  
Tar Epoxy

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PAIN0500-002 06/01/2023

CALDWELL, CALLOWAY, CARLISLE, CHRISTIAN, CRITTENDEN, FULTON,  
GRAVES, HICKMAN, HOPKINS, LIVINGSTON, LYON, MARSHALL, MCCracken  
& TRIGG COUNTIES:

	Rates	Fringes
Painters:		
Bridges.....	\$ 30.00	15.40
All Other Work.....	\$ 23.75	15.40

- Waterblasting units with 3500 PSI and above - \$.50 premium  
Spraypainting and all abrasive blasting - \$1.00 premium  
Work 40 ft. and above ground level - \$1.00 premium

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PLUM0184-002 07/01/2023

BALLARD, CALDWELL, CALLOWAY, CARLISLE, CHRISTIAN, CRITTENDEN,  
FULTON, GRAVES, HICKMAN, LIVINGSTON, LYON, MARSHALL, MCCracken  
and TRIGG COUNTIES

Rates	Fringes
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Plumber; Steamfitter.....	\$ 39.86	18.98
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PLUM0502-004 08/01/2021

ALLEN, BUTLER, EDMONSON, SIMPSON & WARREN

	Rates	Fringes
Plumber; Steamfitter.....	\$ 38.07	20.78

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PLUM0633-002 07/01/2022

DAVIESS, HANCOCK, HENDERSON, HOPKINS, LOGAN, MCLEAN,  
MUHLENBERG, OHIO, TODD, UNION & WEBSTER COUNTIES:

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 33.97	19.30

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TEAM0089-003 03/31/2023

ALLEN, BUTLER, EDMONSON, LOGAN, SIMPSON & WARREN COUNTIES

	Rates	Fringes
Truck drivers:		
Zone 1:		
Group 1.....	\$ 23.22	25.56
Group 2.....	\$ 23.40	25.56
Group 3.....	\$ 23.48	25.56
Group 4.....	\$ 23.50	25.56

GROUP 1 - Greaser; Tire Changer

GROUP 2 - Truck Mechanic; Single Axle Dump; Flat Bed; All  
Terrain Vehicles when used to haul materials; Semi Trailer  
or Pole Trailer when used to pull building materials and  
equipment; Tandem Axle Dump; Driver of Distributors

GROUP 3 - Mixer All Types

GROUP 4 - Winch and A-Frame when used in transporting  
materials; Ross Carrier; Fork Lift when used to transport  
building materials; Driver on Pavement Breaker; Euclid and  
Other Heavy Earth Moving Equipment; Low Boy; Articulator  
Cat; Five Axle Vehicle

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TEAM0215-003 03/31/2023

DAVIESS, HANCOCK, HENDERSON, HOPKINS, MCLEAN, MUHLENBERG, OHIO  
& WEBSTER COUNTIES

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 24.85	25.56
Group 2.....	\$ 25.54	20.95
Group 3.....	\$ 25.15	25.56
Group 4.....	\$ 25.16	25.56

GROUP 1: Greaser, Tire Changer



GROUP 2: Truck Mechanic

GROUP 3: Single Axle Dump; Flat Bed; All Terrain Vehicle when used to haul materials; Semi Trailer or Pole Trailer when used to pull building materials and equipment; Tandem Axle Dump; Driver of Distributors; Mixer All Types

GROUP 4: Euclid and other heavy earth moving equipment; Low Boy; Articulator Cat; 5 Axle Vehicle; Winch and A- Frame when used in transporting materials; Ross Carrier; Fork Lift when used to transport building materials; Driver on Pavement Breaker

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TEAM0236-001 03/31/2023

BALLARD, CALDWELL, CALLOWAY, CARLISLE, CHRISTIAN, CRITTENDEN, FULTON, GRAVES, HICKMAN, LIVINGSTON, LYON, MARSHALL, MCCracken,TODD & TRIGG COUNTIES

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 23.22	25.56
Group 2.....	\$ 23.40	25.56
Group 3.....	\$ 23.48	25.56
Group 4.....	\$ 23.50	25.56
Group 5.....	\$ 23.50	25.56

GROUP 1: Greaser, Tire Changer

GROUP 2: Truck Mechanic

GROUP 3: Single Axle Dump; Flat Bed; All Terrain Vehicle when used to haul materials; Semi Trailer or Pole Trailer when used to pull building materials and equipment; Tandem Axle Dump; Drivers of Distributors

GROUP 4: Euclid and other heavy earth moving equipment; Low Boy; Articulator Cat; Five Axle Vehicle; Winch and A-Frame when used in transporting materials; Ross Carrier

GROUP 5: Mixer All Types

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons

resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

## Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

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## WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

3.) If the decision of the Administrator is not favorable, an

interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

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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MARSHALL COUNTY, STP BRO 0103 (377) and STP BRO 0103 (378)

I-24 Luther Draffen Bridge westbound and eastbound over the Tennessee River 079B00118L & R

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### **NOTICE:**

There are two (2) 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 KY20230040 - Kentucky roadway work
- Decision Number KY20230052 - Kentucky bridge work

"General Decision Number: KY20230052 09/29/2023

Superseded General Decision Number: KY20220052

State: Kentucky

Construction Type: Heavy

County: Marshall County in Kentucky.

HEAVY CONSTRUCTION PROJECTS (including sewer/water construction).

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 14026 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</li></ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 13658 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.</li></ul>

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

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

Modification Number	Publication Date
0	01/06/2023
1	05/05/2023

207/14/2023

309/29/2023

\* ENGI0181-009 07/01/2023

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

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Backhoe/Excavator/Trackhoe; Bulldozer; Crane; Drill; Grader/Blade; Loader; Mechanic; Scraper

GROUP 2 - Bobcat/Skid Steer/Skid Loader; Forklift; Tractor (50 H.P. or over)

GROUP 3 - Articulating Truck Operator

GROUP 4 - Oiler; Tractor (under 50 H.P.)

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 08/01/2023

	Rates	Fringes
IRONWORKER (Reinforcing & Structural)		
Projects over \$20,000,000.00.....	\$ 34.75	25.52
Projects under \$20,000,000.00.....	\$ 33.01	25.52

LAB00189-001 07/01/2023

	Rates	Fringes
LABORER		
Concrete Saw (Hand Held/Walk Behind).....	\$ 24.01	17.57

LAB00561-003 07/01/2023

	Rates	Fringes
LABORER		
Form Worker.....	\$ 24.66	17.57

LAB01214-001 07/01/2023



	Rates	Fringes
LABORER		
Backfiller, Carpenter		
Tender, Common or General,		
Concrete Worker, Dumpman,		
Fence Erection.....	\$ 23.76	16.24
Pipelayer & Tamper (Hand		
Held/Walk Behind).....	\$ 24.22	16.24

\* UAVG-KY-0001 01/01/2023

	Rates	Fringes
LABORER: Grade Checker.....		
	\$ 23.08	15.43

SUKY2011-008 06/25/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...		
	\$ 20.96	10.53
ELECTRICIAN.....		
	\$ 32.35	2.18
LABORER: Flagger.....		
	\$ 18.31	8.89
OPERATOR: Boring Machine.....		
	\$ 25.35	13.00

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

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

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

-----  
The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the

cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

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

#### Survey Rate Identifiers

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

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

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

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WAGE DETERMINATION APPEALS PROCESS

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

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
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Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

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

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

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

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

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====  
END OF GENERAL DECISION"

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION  
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY  
(Executive Order 11246)**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

<b>GOALS FOR MINORITY PARTICIPATION IN EACH TRADE</b>	<b>GOALS FOR FEMALE PARTICIPATION IN EACH TRADE</b>
5.2%	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4, 3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Notification of Construction Contract Award Portal (NCAP) is OFCCP's preferred method for receiving construction contract award notifications. The NCAP can be found on OFCCP's website at <https://www.dol.gov/agencies/ofccp/ncap>. Users who prefer not to use the portal maintain the option to send their notifications via mail, email and facsimile to the OFCCP Regional office in which the work will be performed. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification must include: Prime Contract Number (issued by the federal agency or applicant); Name of Awarding Federal Agency, Applicant or Contractor; Contracting Officer, Applicant Representative or Contractor Representative Submitting Notification with name, phone number, email address; Contractor Awarded Contract or Subcontract with name, address, phone number, email address, EIN, dollar amount of the contract, estimated start date of the contract, estimated completion date of the contract, geographical area in which the contract is to be performed (state, county's city (if applicable)).

The notification shall be mailed to:

**Regional Director  
Office of Federal Contract Compliance Programs  
61 Forsyth Street, SW, Suite 7B75  
Atlanta, Georgia 30303-8931  
Main Number: 404-893-4545 Fax: 404-893-4546  
Regional Director Contact: [OFCCP-SE@dol.gov](mailto:OFCCP-SE@dol.gov)  
Construction Award Email: [OFCCP-SE-ConstructionAward@dol.gov](mailto:OFCCP-SE-ConstructionAward@dol.gov)**

4. As used in this Notice, and in the contract resulting from this solicitation, the "**covered area**" is Marshall County.

## **PART IV**

## **INSURANCE**

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

**PART V**

**BID ITEMS**

Section: 0001 - ROADWAY

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	02003		RELOCATE TEMP CONC BARRIER	9,666.00	LF		\$	
0020	02562		TEMPORARY SIGNS	448.00	SQFT		\$	
0030	02650		MAINTAIN & CONTROL TRAFFIC BRIDGE 079B00118L	1.00	LS		\$	
0040	02650		MAINTAIN & CONTROL TRAFFIC BRIDGE 079B00118R	1.00	LS		\$	
0050	02671		PORTABLE CHANGEABLE MESSAGE SIGN	2.00	EACH		\$	
0060	02775		ARROW PANEL	2.00	EACH		\$	
0070	02898		RELOCATE CRASH CUSHION	4.00	EACH		\$	
0080	03171		CONCRETE BARRIER WALL TYPE 9T	2,466.00	LF		\$	
0090	03171		CONCRETE BARRIER WALL TYPE 9T	2,466.00	LF		\$	
0100	06511		PAVE STRIPING-TEMP PAINT-6 IN	40,794.00	LF		\$	
0110	08903		CRASH CUSHION TY VI CLASS BT TL3	2.00	EACH		\$	
0120	26136EC		PORTABLE QUEUE WARNING ALERT SYSTEM	26.00	MONT		\$	
0130	26137EC		QUEUE WARNING PCMS	78.00	MONT		\$	
0140	26138EC		QUEUE WARNING PORTABLE RADAR SENSORS	78.00	MONT		\$	

Section: 0002 - BRIDGE 079B00118L

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0150	08434		CLEAN & PAINT STRUCTURAL STEEL	1.00	LS		\$	
0160	21650NN		BOLT/RIVET REPLACEMENT REPLACE BRIDGE RAIL POST ANCHOR BOLT HEX NUT	2.00	EACH		\$	
0170	21650NN		BOLT/RIVET REPLACEMENT REPLACE MISSING HIGH STRENGTH BOLT	1.00	EACH		\$	
0180	21650NN		BOLT/RIVET REPLACEMENT STRINGER BEARING ANCHOR BOLT REPLACEMENT	76.00	EACH		\$	
0190	23070NN		GIRDER REPAIR GIRDER WELD CRACK	1.00	EACH		\$	
0200	23173EC		REPLACE/REPAIR STEEL DIAPHRAGM	24.00	EACH		\$	
0210	23220EC		CATWALK REPAIR	1.00	LS		\$	
0220	23386EC		JOINT SEAL REPLACEMENT	198.00	LF		\$	
0230	23580EC		HANDRAIL CONNECTION REPAIR ALUMINUM BRIDGE RAIL POST REPAIR	3.00	EACH		\$	
0240	24181EC		REPLACE RAILING PIER CAP RAILING REPAIR	1.00	LF		\$	
0250	24253EC		PORTAL MODIFICATIONS ARCH TIE BIRD SCREEN INSTALLATION	8.00	EACH		\$	
0260	24409EC		DRILL HOLES IN STEEL MEMBERS CRACK ARREST HOLE	11.00	EACH		\$	
0270	24422EC		FLOOR BEAM RETROFIT FLOORBEAM TOP LACNGE COPE	26.00	EACH		\$	
0280	24692EC		DECK DRAIN RETROFIT DECK DRAIN FLANGE GASKET REPLACEMENT	10.00	EACH		\$	

Report Date 10/5/23

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0290	24879EC		STEEL REPAIR CABLE ANCHORAGE RETROFIT	52.00	EACH		\$	
0300	24879EC		STEEL REPAIR TRIAXIAL CONSTRAINT RETROFIT	88.00	EACH		\$	
0310	24933EC		JUNCTION BOX REPAIRED JUNCTION BOX COVER REPLACEMENT	2.00	EACH		\$	
0320	24981EC		BRIDGE CLEANING -	1.00	LS		\$	
0330	24982EC		CONCRETE COATING -	1.00	LS		\$	
0340	25030ED		ALUMINUM HANDRAIL REPLACE DAMAGED ALUMINUM BRIDGE RAIL SECTION	40.00	LF		\$	

Section: 0003 - BRIDGE 079B00118R

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0350	03297		EXPAN JOINT REPLACE 3 IN	79.00	LF		\$	
0360	08434		CLEAN & PAINT STRUCTURAL STEEL	1.00	LS		\$	
0370	21650NN		BOLT/RIVET REPLACEMENT REPLACE BRIDGE RAIL POST ANCHOR BOLT HEX NUT	5.00	EACH		\$	
0380	21650NN		BOLT/RIVET REPLACEMENT REPLACE MISSING HIGH STRENGTH BOLT	1.00	EACH		\$	
0390	21650NN		BOLT/RIVET REPLACEMENT STRINGER BEARING ANCHOR BOLT REPLACEMENT	83.00	EACH		\$	
0400	23070NN		GIRDER REPAIR GIRDER WELD CRACK	2.00	EACH		\$	
0410	23173EC		REPLACE/REPAIR STEEL DIAPHRAGM PIER 9	24.00	EACH		\$	
0420	23220EC		CATWALK REPAIR	1.00	LS		\$	
0430	23386EC		JOINT SEAL REPLACEMENT	119.00	LF		\$	
0440	23580EC		HANDRAIL CONNECTION REPAIR ALUMINUM BRIDGE RAIL POST REPAIR	4.00	EACH		\$	
0450	23853EC		BEARING REPAIR BEARING COTTER PIN REPLACEMENT	1.00	EACH		\$	
0460	24253EC		PORTAL MODIFICATIONS ARCH TIE BIRD SCREEN INSTALLATION	8.00	EACH		\$	
0470	24409EC		DRILL HOLES IN STEEL MEMBERS CRACK ARREST HOLE	4.00	EACH		\$	
0480	24422EC		FLOOR BEAM RETROFIT FLOORBEAM TOP LACNGE COPE	26.00	EACH		\$	
0490	24692EC		DECK DRAIN RETROFIT DECK DRAIN FLANGE GASKET REPLACEMENT	10.00	EACH		\$	
0500	24879EC		STEEL REPAIR CABLE ANCHORAGE RETROFIT	52.00	EACH		\$	
0510	24879EC		STEEL REPAIR TRIAXIAL CONSTRAINT RETROFIT	88.00	EACH		\$	
0520	24933EC		JUNCTION BOX REPAIRED JUNCTION BOX COVER REPLACEMENT	2.00	EACH		\$	
0530	24981EC		BRIDGE CLEANING -	1.00	LS		\$	



Report Date 10/5/23

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0540	24982EC		CONCRETE COATING -	1.00	LS		\$	
0550	25030ED		ALUMINUM HANDRAIL REPLACE DAMAGED ALUMINUM BRIDGE RAIL SECTION	40.00	LF		\$	

Section: 0004 - MOBILZATION & DEMOBILIZATION

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0560	02568		MOBILIZATION	1.00	LS		\$	
0570	02569		DEMOBILIZATION	1.00	LS		\$	