



CALL NO. 201

CONTRACT ID. 232952

JEFFERSON COUNTY

FED/STATE PROJECT NUMBER 056GR23M066

DESCRIPTION GENE SNYDER FREEWAY (I-265)

WORK TYPE BRIDGE PAINTING & CLEANING

PRIMARY COMPLETION DATE 11/15/2024

LETTING DATE: December 14,2023

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN STANDARD TIME December 14,2023. Bids will be publicly announced at 10:00 AM EASTERN STANDARD TIME.

NO PLANS ASSOCIATED WITH THIS PROJECT.

DBE CERTIFICATION REQUIRED - 0%

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

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PART I

SCOPE OF WORK

ADMINISTRATIVE DISTRICT - 05

CONTRACT ID - 232952
056GR23M066
COUNTY - JEFFERSON
PCN - MB05602652301
NHPP 0503 (257)

GENE SNYDER FREEWAY (I-265) BRIDGE 056B00324L OVER FREEDOM WAY AT MP 10.79BRIDGE PAINTING & CLEANING SYP NO. 05-00136.00.
GEOGRAPHIC COORDINATES LATITUDE 38:06:46.00 LONGITUDE 85:41:32.00
ADT

PCN - MB05602652302
NHPP 0503 (257)

GENE SNYDER FREEWAY (I-265) BRIDGE 056B00324R OVER FREEDOM WAY AT MP 10.79BRIDGE PAINTING & CLEANING SYP NO. 05-00136.00.
GEOGRAPHIC COORDINATES LATITUDE 38:06:45.00 LONGITUDE 85:41:34.00
ADT

PCN - MB05602652303
NHPP 0503 (257)

GENE SNYDER FREEWAY (I-265) BRIDGE 056B00326N OVER I-265 AT MP 11.74BRIDGE PAINTING & CLEANING SYP NO. 05-00136.00.
GEOGRAPHIC COORDINATES LATITUDE 38:06:38.00 LONGITUDE 85:40:30.00
ADT

PCN - MB05602652304
NHPP 0503 (257)

GENE SNYDER FREEWAY (I-265) BRIDGE 056B00327N OVER I-265 AND KY 61 AT MP 11.83BRIDGE PAINTING & CLEANING SYP NO. 05-00136.00.
GEOGRAPHIC COORDINATES LATITUDE 38:06:41.00 LONGITUDE 85:40:28.00
ADT

PCN - MB05602652305
NHPP 0503 (257)

GENE SNYDER FREEWAY (I-265) BRIDGE 056B00372L OVER BUELAH CHURCH ROAD AT MP 15.18BRIDGE PAINTING & CLEANING SYP NO. 05-00136.00.
GEOGRAPHIC COORDINATES LATITUDE 38:07:30.00 LONGITUDE 85:36:53.00
ADT

PCN - MB05602652306
NHPP 0503 (257)

GENE SNYDER FREEWAY (I-265) BRIDGE 056B00372R OVER BUELAH CHURCH ROAD AT MP 15.18BRIDGE PAINTING & CLEANING SYP NO. 05-00136.00.
GEOGRAPHIC COORDINATES LATITUDE 38:07:29.00 LONGITUDE 85:36:53.00
ADT

PCN - MB05602652307
NHPP 0503 (257)

GENE SNYDER FREEWAY (I-265) BRIDGE 056B00375L OVER BARDSTOWN ROAD AT MP 17.29BRIDGE PAINTING & CLEANING SYP NO. 05-00136.00.
GEOGRAPHIC COORDINATES LATITUDE 38:08:31.00 LONGITUDE 85:35:00.00
ADT

PCN - MB05602652308
NHPP 0503 (257)

GENE SNYDER FREEWAY (I-265) BRIDGE 056B00375R OVER BARDSTOWN ROAD AT MP 17.30BRIDGE PAINTING & CLEANING SYP NO. 05-00136.00.
GEOGRAPHIC COORDINATES LATITUDE 38:08:30.00 LONGITUDE 85:34:59.00
ADT

PCN - MB05602652309
NHPP 0503 (257)

GENE SNYDER FREEWAY (I-265) BRIDGE 056B00376N OVER I-265 AT MP 18.00BRIDGE PAINTING & CLEANING SYP NO. 05-00136.00.
GEOGRAPHIC COORDINATES LATITUDE 38:08:35.00 LONGITUDE 85:33:41.00
ADT

PCN - MB05602652310
NHPP 0503 (257)

GENE SNYDER FREEWAY (I-265) BRIDGE 056B00380L OVER TAYLORSVILLE ROAD AT MP 23.09BRIDGE PAINTING & CLEANING SYP NO. 05-00136.00.
GEOGRAPHIC COORDINATES LATITUDE 38:11:20.00 LONGITUDE 85:30:33.00
ADT

PCN - MB05602652311
NHPP 0503 (257)

GENE SNYDER FREEWAY (I-265) BRIDGE 056B00380R OVER TAYLORSVILLE ROAD AT MP 23.13BRIDGE PAINTING & CLEANING SYP NO. 05-00136.00.
GEOGRAPHIC COORDINATES LATITUDE 38:11:20.00 LONGITUDE 85:30:32.00
ADT

PCN - MB05602652312
NHPP 0503 (257)

GENE SNYDER FREEWAY (I-265) BRIDGE 056B00086N OVER I-265 AT MP 24.30BRIDGE PAINTING & CLEANING SYP NO. 05-00136.00.
GEOGRAPHIC COORDINATES LATITUDE 38:12:21.00 LONGITUDE 85:30:26.00
ADT

PCN - MB05602652313
NHPP 0503 (257)

GENE SNYDER FREEWAY (I-265) BRIDGE 056B00093N OVER I-265 AT MP 24.86BRIDGE PAINTING & CLEANING SYP NO. 05-00136.00.
GEOGRAPHIC COORDINATES LATITUDE 38:12:50.00 LONGITUDE 85:30:23.00
ADT

COMPLETION DATE(S):

COMPLETED BY 11/15/2024	APPLIES TO ENTIRE CONTRACT
58 CALENDAR Hours	APPLIES TO 056B00326N - EXPANSION JOINT REPLACEMENT
58 CALENDAR Hours	APPLIES TO 056B00375L - EXPANSION JOINT REPLACEMENT
58 CALENDAR Hours	APPLIES TO 056B00375R - EXPANSION JOINT REPLACEMENT
58 CALENDAR Hours	APPLIES TO 056B00380L - EXPANSION JOINT REPLACEMENT
58 CALENDAR Hours	APPLIES TO 056B00380R - EXPANSION JOINT REPLACEMENT
30 CALENDAR Days	APPLIES TO 056B00093N - BRIDGE DECK RESTORATION

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) 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. 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). 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

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

10/26/2023

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

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

Date Submitted:_____

Contractor:_____

Signature:_____

Printed Name:_____

Title:_____

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

FEDERAL CONTRACT NOTES

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

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

CIVIL RIGHTS ACT OF 1964

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

NOTICE TO ALL BIDDERS

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

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

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

SECOND TIER SUBCONTRACTS

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

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

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

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

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

DBE GOAL

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

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

OBLIGATION OF CONTRACTORS 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
6th Floor West 200 Mero Street
Frankfort, KY 40622

The prime contractor should notify the KYTC Office for Civil Rights and Small Business Development seven (7) days prior to DBE contractors commencing work on the project. The contact in this office is Mr. Melvin Byne. Mr. Byne's current contact information is email address – 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. 5
JEFFERSON COUNTY
BRIDGE CLEANING AND PAINTING WITH REPAIRS
ITEM NO. 5-0136.00 ~ NHPP 0503 (257)
CID 232952 ~ 056GR23M066**

FD52 056 0265 010-035

I-265 SB over RT 1067 (Freedom Way) **Bridge 056B00324L at 10.79**

Geographic Coordinates

Latitude 38° 06' 46" (38.1127)

Longitude -85° 41' 32" (-85.6921)

Description

76' Steel Girder Span, Existing Drawing No. 19996

FD52 056 0265 010-035

I-265 NB over RT 1067 (Freedom Way) **Bridge 056B00324R at 10.79**

Geographic Coordinates

Latitude 38° 06' 45" (38.1125)

Longitude -85° 41' 34" (-85.6927)

Description

76' Steel Girder Span, Existing Drawing No. 19996

FD52 056 0265 010-035

KY 61 (Preston Highway) over I-265 **Bridge 056B00326N at 11.74**

Geographic Coordinates

Latitude 38° 06' 38" (38.1106)

Longitude -85° 40' 30" (-85.6751)

Description

116' – 116' Steel Girder Spans, Existing Drawing No. 19381

FD52 056 0265 010-035

KY 61(Preston Highway) NB to I-265 SB ramp over I-265 and KY 61(Preston Highway)
Bridge 056B00327N at 11.83

Geographic Coordinates

Latitude 38° 06' 41" (38.1114)

Longitude -85° 40' 28" (-85.6744)

Description 63'- 105' – 113' – 84' – 70' – 91' – 70' – 83' – 113' – 67' Steel Girder Spans,
Existing Drawing No. 13380

FD52 056 0265 010-035

I-265 SB over KY 864 (Beulah Church Road) **Bridge 056B00372L at 15.18**

Geographic Coordinates

Latitude 38° 07' 30" (38.1249)

Longitude -85° 36' 53" (-85.6146)

Description 146' Steel Girder Span, Existing Drawing No. 20885

FD52 056 0265 010-035

I-265 NB over KY 864 (Beulah Church Road) **Bridge 056B00372R at 15.18**

Geographic Coordinates

Latitude 38° 07' 29" (38.1246)

Longitude -85° 36' 53" (-85.6147)

Description 146' Steel Girder Span, Existing Drawing No. 20885

FD52 056 0265 010-035

I-265 SB over US31E (Bardstown Road) **Bridge 056B00375L at 17.29**

Geographic Coordinates

Latitude 38° 08' 31" (38.1419)

Longitude -85° 35' 00" (-85.5834)

Description 169' Steel Girder Span, Existing Drawing No. 19859

FD52 056 0265 010-035

I-265 NB over US31E (Bardstown Road) **Bridge 056B00375R at 17.30**

Geographic Coordinates

Latitude 38° 08' 30" (38.1416)

Longitude -85° 34' 59" (-85.5832)

Description 169' Steel Girder Spans, Existing Drawing No. 19859

FD52 056 0265 010-035

CR 1007 (Seatonville Road) over I-265 **Bridge 056B00376N at 18.00**

Geographic Coordinates

Latitude 38° 08' 35" (38.1431)

Longitude -85° 33' 41" (-85.5615)

Description 135' – 135' Steel Girder Spans, Existing Drawing No. 20933

FD52 056 0265 010-035

I-265 SB over KY 155 (Taylorsville Road) **Bridge 056B00380L at 23.09**

Geographic Coordinates

Latitude 38° 11' 20" (38.1888)

Longitude -85° 30' 33" (-85.5093)

Description 41' – 139' – 46' Steel Girder Spans, Existing Drawing No. 19757

FD52 056 0265 010-035

I-265 NB over KY 155 (Taylorsville Road) **Bridge 056B00380R at 23.13**

Geographic Coordinates

Latitude 38° 11' 20" (38.1889)

Longitude -85° 30' 32" (-85.5090)

Description 41' – 139' – 46' Steel Girder Spans Existing Drawing No. 19757

FD52 056 0265 010-035

CR 1006 (Rehl Road) over I-265 **Bridge 056B00086N at 24.30**

Geographic Coordinates

Latitude 38° 12' 21" (38.2059)

Longitude -85° 30' 26" (-85.5072)

Description 90' – 90' Steel Girder Spans, Existing Drawing No. 17299

FD52 056 0265 010-035

CR 1003 (Pope Lick Road) over I-265 **Bridge 056B00093N at 24.86**

Geographic Coordinates

Latitude 38° 12' 50" (38.2138)

Longitude -85° 30' 23" (-85.5064)

Description 112' – 112' Steel Girder Spans, Existing Drawing No. 17300

SPECIAL NOTES FOR CLEANING AND PAINTING AND REPAIRS

SPECIAL NOTE FOR BIDDING PREQUALIFICATION AND STAFFING

SPECIAL NOTE FOR BRIDGE CLEANING AND PAINTING

SPECIAL NOTE FOR BRIDGE CLEANING AND PREVENTIVE MAINTENANCE

SPECIAL NOTE FOR BRIDGE DECK RESTORATION AND WATERPROOFING
WITH CONCRETE OVERLAYS

SPECIAL NOTE FOR BEARING RETAINER

SPECIAL NOTE FOR JOINT SEAL REPLACEMENT

SPECIAL NOTE FOR CONCRETE PATCHING ON BRIDGE REPAIR CONTRACTS

SPECIAL NOTE FOR T2-LV CATHODIC PROTECTION

SPECIAL NOTE FOR DISTRIBUTED ANODE SYSTEM FOR GALVANIC
PROTECTION OF CONCRETE COLUMN AND BRIDGE DECK JOINT

SPECIAL NOTE FOR UTILITIES AND SIGNS

SPECIAL NOTE FOR WEIGHT LIMITS ON STRUCTURE

SPECIAL NOTE FOR MAINTAINING AND CONTROLLING TRAFFIC

SPECIAL NOTE FOR PORTABLE QUEUE WARNING ALERT SYSTEM
PROTECTION

SPECIAL NOTE FOR PRE-BID CONFERENCE

SPECIAL NOTE FOR BIDDING PREQUALIFICATION AND STAFFING

Bidders shall be Pre-qualified under I18B – Bridge Painting to have a bid opened and read.

The contractor(s) and or subcontractor(s) performing painting operations shall retain staff meeting the requirements listed below for the duration of this contract. Any production work conducted while not meeting these requirements shall not be eligible for payment. The contractor(s) and or subcontractor(s) performing painting operations personnel shall have been directly responsible for field operations of a structure painting project containing the requirements listed below.

1. A structure over a river or having multiple structures (more than three)
2. Having specific containment requirements
3. Maintaining vehicular traffic.

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

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

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.

All structural steel shall be Abrasive Blast Cleaned and Painted. See Section 614.03.09 for Abrasive Blast Cleaning and Painting.

4. 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. 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**".

5. 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.

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 PREVENTIVE MAINTENANCE

1. DESCRIPTION.

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

2. MATERIALS.

A. Wash Water

Use clean potable water for all pressure washing.

B. Concrete Coatings

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

3. CONSTRUCTION.

A. Bridge Cleaning.

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

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

B. Pressure Washing.

Specified bridge components shall be pressure washed. See attached detailed drawings for each bridge addressing components to be pressure washed. All equipment for pressure washing shall be operated at a minimum pressure of up to 4,000 psi with 0-degree spinner tip and/or fan tips as determined by the engineer at the working location with a minimum flow rate of 3.5 gal/minute provided that these pressures do not damage any components of the structure. Pressure and flow rates shall be reduced to a level satisfactory to the Engineer should any damage occur due to power washing procedures. Pressure washing shall be operated at distance of approximately six inches from and perpendicular to the surface. All pressure washing wands shall be equipped with a gauge to accurately determine the amount pressure used. Pressure washing of any bridge element will proceed from top of wash area to bottom of wash area. Wash water will not be released to a bridge element previously washed. Perform all pressure washing at temperatures above 40 degrees Fahrenheit.

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

C. Concrete Coatings Application.

Specified bridge components shall have concrete coating applied to as specified after debris removal and power washing. See attached detailed drawings for addressing the bridge components. Use compressed air to remove any loose debris from the surfaces that are to be coated after power washing. See concrete coating diagram.

All coatings shall be applied within manufacturers recommended dry film thickness range. For recommended conditions for application, see Section 614.03.02 and coatings supplier specifications. Allow the surfaces to be coated to dry before any coating is applied. The coating must be applied to a clean and dry surface. All coating application shall be executed using brushes, rollers, etc. No spray application will be permitted.

The Department requires acceptance testing of samples obtained on a per-lot basis per-shipment. The Division of Materials will perform acceptance testing. See Section 821.04.

The finish coat shall be Light Gray for Concrete. See Section 821.02.

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

D. Sequence of Work.

Complete work in the sequence listed below:

1. Debris 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 each bridge site. The Cabinet will not consider any claims due to the Contractor having not familiarized themselves with requirements of this work.

G. Residual Lead.

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

H. Damage to the structure.

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

4. 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.

5. PAYMENT.

A. Bridge Cleaning (24981EC).

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

B. Concrete Coating (24982EC).

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

SPECIAL NOTE FOR JOINT SEAL REPLACEMENT
056B00324L, 056B00324R, 056B00372L, 056B00372R and 056B00086N

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) Remove existing joint seal; (3) Install joint seal as specified (4) Maintain and control traffic; and (5) Any other work specified as part of this contract.

2. MATERIALS.

A. Expansion Joint Seals.

See The Division of Material's list of approved materials and Standard Drawing BJE-005 C.E.

3. CONSTRUCTION.

A. Remove Existing Materials.

Remove the existing seal. Armored edges to remain.

B. New Joint Material. Use a system listed in 2. Materials to reseal joints. Install as recommended from the manufacture. Provide the engineer with the manufacture's documents for installation

C. Verifying Field Conditions. The Contractor shall field verify all joint openings, locations and manufacture before ordering any material. New material that is unsuitable due to variation in existing structure shall be replaced at the Contractors expense.

4. MEASUREMENT.

A. JOINT SEAL REPLACEMENT. The Department will measure the quantity in linear feet from gutter line to gutter line along the centerline of the joint. The Department will not measure the portion of the new seal extending through the barrier. The portion of the joint seal extending through the barriers will be considered incidental.

5. PAYMENT.

A. JOINT SEAL REPLACEMENT (23386EC) - Payment at the contract unit price per linear foot is full compensation for removing specified existing materials, furnishing and installing the new specified system, and all incidental items necessary to complete the work within the specified pay limits as specified by this note and the standard specification.

**SPECIAL NOTE FOR BRIDGE DECK RESTORATION AND
WATERPROOFING WITH CONCRETE OVERLAYS
056B00093N**

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 the attached detail drawings. Section references are to the Standard Specifications. This work consists of the following: (1) Furnish all labor, materials, tools, and equipment, (2) Machine prep the existing slab, (3) Complete full-depth and partial depth repairs as directed by the Engineer, (4) Repair/replace damaged and corroded reinforcing bars, (5) Place new concrete overlay and epoxy-sand slurry in accordance with Section 606, (6) Complete asphalt approach pavement, and (7) Any other work specified as part of this contract. All construction will be in accordance with Section 606 unless otherwise specified.

2. MATERIALS.

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

3. CONSTRUCTION.

- A. Machine Preparation of Existing Slab.** Remove concrete from existing slab to a depth of at least $\frac{1}{4}$ " below the existing surface, and remove all patches completely, in accordance with the requirements of Section 606.03.03.
- C. Partial Depth Slab Repair and Latex Overlay.** Remove areas determined to be unsound by the Engineer via hydro-demolition or via handheld jackhammers weighing less than 45lbs in accordance with Section 606.02.10
- D. Repair/Replace all damaged or severely corroded reinforcing bars prior to partial depth repair operation.** The Department will not measure material removal and will consider this work incidental to the bid item "PARTIAL DEPTH PATCHING". Mix and place Latex Modified Concrete Overlay in accordance with Sections 606.03.08 and 606.03.17. See Standard Drawing BGX-009 Current Edition.
- D. Asphalt Approach Pavement.** Mill each existing asphalt approach to the distance indicated in the attached detailed drawings. Remove the bituminous material uniformly by making an edge key, so as to provide a smooth transition to the finished bridge when a new bituminous overlay of compacted depth of approximately $1\frac{1}{2}$ " is added to the approaches. The grinding depth may vary depending on the condition of the existing approach and final elevation of bridge end. Dispose of all removed material away from the site.
- E. Surface Texturing.** Texture the concrete surface of the overlay in accordance with Section 609.03.10.
- F. Pavement Markings.** Restore pavement markings to original patterns and/or as directed by the Engineer in accordance with Sections 713, 714 and 837.
- G. Verifying Field Conditions.** The Contractor shall field verify all joint openings, locations and manufacture before ordering any material. New material that is unsuitable due to variation in existing structure shall be replaced at the Contractors expense.

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

4. MEASUREMENT. See Section 606 and the following:

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

$$056B00093N \quad (275'0" \times 30'0" \times 1.50") = 38.2$$

B. Machine Prep of Slab, Blast Cleaning, Epoxy Sand Slurry and Bridge Overlay Approach Pavement. The Department will measure the removal of the existing overlay in square yards.

C. Partial Depth Patching. The Department will measure the quantity in cubic yards by deducting the theoretical volume of bridge deck overlay (LMC) from the total volume (as indicated by the batch quantity tickets) of Concrete required to obtain the finished grade shown on the plans or established by the Engineer.

D. Concrete Class M Full Depth Patch and Concrete Latex Overlay. The Department will measure the quantity in cubic yards.

E. Steel Reinforcement. The Department will measure any reinforcing steel necessary for the partial or full depth patch in pounds.

F. Pave Striping-Perm 4 Inch. The Department will measure the quantity in lineal feet.

5. PAYMENT. See Section 606 and the following:

A. Machine Pre of Slab (08551). Payment at the contract unit price in square yards is full compensation for the machine preparation of the existing slab.

B. Partial Depth Patching (24094EC). Payment at the contract unit price in cubic yards is full compensation for removing existing materials, furnishing and placing all new materials completed and accepted.

C. Concrete Class M Full Depth Patch (08526). Payment at the contract unit price in cubic yards is full compensation for removing existing materials, furnishing and placing all new materials.

D. Blast Cleaning (08549). Payment at the contract unit price in square yards is full compensation for blast cleaning all surfaces specified.

E. Epoxy Sand Slurry (08504). Payment at the contract unit price in square yards is full compensation for furnishing and placing all new materials as specified.

F. Concrete Latex Overlay (08534). Payment at the contract unit price in cubic yards is full compensation for furnishing and placing all new material as specified.

G. Steel Reinforcement (08150). Payment at the contract unit price in pounds is full compensation for furnishing and placing all new material as specified if necessary.

H. Asphalt Approach Pavement (03304). Payment at the contract unit price in square yards is full compensation for removing existing materials, furnishing and placing all new materials as specified.

I. Pave Striping-Perm 4 Inch (06514). Payment at the contract unit price per lineal feet is full compensation for furnishing and placing permanent striping as specified.

**SPECIAL NOTE FOR BEARING RETAINER
(056B00372L and 056B00372R)**

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 the attached detailed drawings for Bearing Retainer. Section references are to the Standard Specifications. This work consists of the following: (1) Furnish all labor, materials, tools, and equipment. (2) Bearing Retainer. (3) Any other work specified as part of this contract.

2. MATERIALS.

C. Structural Steel

ASTM Material, A709 Grade 50 Structural Steel Plates and Shapes. Minimum structural steel yield strength $F_y \sim 50,000$ psi.

D. Expansion Anchors

Expansion anchors shall be 3/4" diameter HILTI KWIK Bolt 3 SS or equal with a working shear capacity of 5.5 K minimum.

E. Paint

See Section Special Note for Cleaning and Painting Structural Steel.

3. CONSTRUCTION.

A. Bearing Retainer.

Complete bearing retainer as specified in this special note and shown in the attached detailed drawings.

B. Anchor Bolts.

See attached detailed drawings.

C. Cleaning and Painting

All new steel shall be shop cleaned and receive the prime coat in accordance with Special Note for Cleaning and Painting Structural Steel.

D. Verifying Field Conditions.

The Contractor shall field verify all plate and shape dimensions, bolt patterns and locations before ordering any material. New material that is unsuitable due to variation in existing structure shall be replaced at the Contractors expense.

E. Damage to the structure.

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

4. MEASUREMENT.

A. Bearing Retainer. The Department will measure the quantity as "Each" for Bearing Retainer"

5. PAYMENT.

A. Bearing Retainer (23166ED). Payment at the contract unit price for "Each" is full compensation for furnishing and installing all material as specified.

**SPECIAL NOTE FOR CONCRETE PATCHING ON BRIDGE
REPAIR CONTRACTS
056B00380L & 056B00380R**

I. DESCRIPTION. Perform all work in accordance with the Department's current Standard Specifications, and applicable Supplemental Specifications, the attached sketches, and these Notes. Section references are to the Standard Specifications. This work consists of: (1) Furnish all labor, materials, tools, and equipment; (2) Remove existing spalled/delaminated concrete; (3) Prepare the existing surface for concrete patching using a formed and poured/pumped technique; (4) Place concrete patching material as specified by this note and as shown on the attached detail drawings; (5) Finish and cure the new Concrete Patches; and (7) Any other work specified as part of this contract.

II. MATERIALS.

- A. Class "A" Concrete.** See Section 601.
- B. Steel Reinforcement.** Use Grade 60. See Section 602

III. CONSTRUCTION.

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

Concrete removal shall be accomplished by chipping with hand picks, chisels, or light duty pneumatic or electric chipping hammers (not to exceed 15 lbs.). Remove all deteriorated loose concrete to a minimum depth of 5". When reinforcing steel is exposed, concrete removal shall continue until there is a 1-inch clearance around the exposed reinforcing bar. Care shall be taken to not damage bond to adjacent non-exposed reinforcing steel during concrete removal processes. Unless specifically *directed by the Engineer*, depth of removal shall not exceed 6 inches.

The perimeter of all areas where concrete is removed shall be tapered at an approximately 45° angle, except that the outer edges of all chipped areas shall be cut to minimum depth of 1 inch to prevent feather edging unless otherwise approved by the Engineer.

After all deteriorated concrete has been removed; the repair surface to receive concrete patching shall be prepared by abrasive blast cleaning. Abrasive blast cleaning shall remove all fractured surface concrete and all traces of any unsound material or contaminants such as oil, grease, dirt, slurry, or any materials which could interfere with the bond of freshly placed concrete.

The Contractor shall dispose all removed material off State Right of Way in an approved site.

Ensure the surface of the existing concrete is in a saturated surface-dry (SSD) condition. Remove all free (ponding) water just before placing the concrete. Do not use an epoxy bond coat with the formed concrete patching.

- B. Steel Reinforcement.** All corroded reinforcing steel exposed during concrete removal shall have corrosion products removed by abrasive grit blasting or wire brush whichever is more appropriate. Furnish for replacement, as directed by the Engineer, additional linear feet of steel reinforcing bars ½" diameter by 20-foot lengths. Place these bars in areas deemed by the Engineer to require additional reinforcement. Field cutting and bending is permitted. Deliver unused bars to the nearest County Maintenance Barn. Payment will be made in accordance with Section 602.

Reinforcing steel displaying deep pitting or loss of more than 25 percent of cross-sectional area shall be removed and replaced. Reinforcing bars shall be placed in accordance with Section 602.

Intersecting reinforcing bars shall be tightly secured to each other using tie wire and adequately supported to minimize movement during concrete placement. Large knots of tie wire which could result in sand pockets and voids during patching shall be avoided.

- C. Class A Concrete.** Place and finish the new concrete for the patching area as shown on the attached detail drawings, or as directed by the Engineer. The Engineer shall approve the Contractor's method of placing and consolidating the concrete prior to the beginning of this operation.
- D. Curing.** On completion of finishing operation, patching concrete shall immediately be prevented from drying out and cracking by fogging, wetting, and/or any appropriate method approved by the Engineer. See Section 501.03.15.

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

IV. MEASUREMENT

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

B. Steel Reinforcement. See Section 602.

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

A. Concrete Patching Repair. Payment at the contract unit price per square feet is full compensation for the following: (1) Furnish all labor, materials, tools, equipment; (2) preparation of specified areas including removing and disposing of specified existing materials; (3) form, place, finish, and cure new concrete patches; and (4) all incidentals necessary to complete the work as specified by this note and as shown on the attached detail drawings.

B. Steel Reinforcement. See Section 602.

Galvashield® Fusion® T2 - Anode Type 2A, Class C – powered galvanic anodes embedded within drilled holes to extend the life of existing reinforced concrete structures.

PART 1 GENERAL

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

- A. This Section includes furnishing all labor, tools, materials, equipment and services necessary to properly install embedded anodes.
- B. Powered galvanic anodes are designed to mitigate corrosion in chloride-contaminated or carbonated concrete. When placed in drilled holes at the appropriate spacing, the anodes will extend the service life of the concrete structure.
- C. The two-stage anode system shall be installed by a cathodic protection specialist with three years of experience in two-stage anode installation on similar projects. Training and technical oversight will be provided by a certified corrosion technician supplied by the anode manufacturer.

- A. ACI/ICRI Concrete Repair Manual
- B. ACI Guideline No. 222 – Corrosion of Metals in Concrete
- C. ACI Repair Application Procedure (RAP) Bulletin 8 – Installation of Embedded Galvanic Anodes (2010)
- D. ICRI Guideline 310.1R Guide for Surface Preparation for the Repair of Deteriorated Concrete resulting from Reinforcing Steel Corrosion
- E. ASTM B418 – Standard Specification for Cast and Wrought Galvanic Zinc Anodes
- F. ASTM C 309 Curing Compounds for Concrete
- G. ISO 12696 - Cathodic protection of steel in concrete
- H. NACE SP0290 - Impressed Current Cathodic Protection of Reinforcing Steel in Atmospherically Exposed Concrete Structures.

PART 2 PRODUCTS

2.1 Embedded Two-Stage Anodes

- A. Embedded anodes shall be Galvashield Fusion T2 Slim, a Type 2A Class C anode with the following nominal dimensions: 1-1/8" x 5-3/8" available from Vector Corrosion Technologies (www.vector-corrosion.com).
- B. The anode unit shall be a single, pre-manufactured unit, capable of providing 2-stage protection without the need for external power or manual switching. Stage 1 shall be characterized by a period of self-powered Impressed Current Cathodic Protection (ICCP). Stage 2 shall be delivered by an alkali-activated galvanic anode capable of providing Cathodic Prevention for the design life of the system.
- C. Each anode shall operate independently in Stage 1 and be able to deliver a similar charge, irrespective of the variability in concrete resistance.
- D. The Stage 1 impressed current treatment shall last for a minimum period of 60 days.
- E. The zinc core of the galvanic anode shall be in compliance with ASTM B418 Type II and be encased in an activating cementitious mortar with a pH of 14 or greater. The activating mortar shall contain no intentionally added chloride, bromide, sulphate or other constituents that are corrosive to reinforcing steel as per ACI document 222R.
- F. All anodes shall be installed such that the resistance between the first and last anode of a zone is 1 Ohm or less.
- G. A maximum anode to steel connection ratio of 20:2 shall be used to maximize redundancy such that the failure of any one connection shall not impair the performance of the system.

Approved equals shall be requested in writing two weeks before submission of project bids. The application shall include verification of the following:

- 1. A single, pre-manufactured anode capable of delivering 2-stage protection.
- 2. Stage 2 shall be a solid zinc core (ASTM B418) surrounded by a highly alkaline cementitious shell with a pH of 14 or greater with a proven activation track record showing a minimum of 20 years of field performance.
- 3. Contain no intentionally added constituent's corrosive to reinforcing steel or detrimental to concrete, e.g. chloride, bromide, sulphates, etc.
- 4. Autonomous switching between Stages 1 and 2 with single wire installation
- 5. Provide warranty indicating galvanic stage will provide protective current for a minimum of 10 years from the date of anode installation independent of the level of chloride in the concrete.
- 6. Recommended anode spacing utilizing anode aging factor (half life) calculated from field data to achieve 0.11mA/ft² current density at 20 years.
- 7. Assured charge density per square foot or square meter of concrete.

2.2 Grout

- A. Anode grouting material shall be Galvashield Embedding Mortar from Vector Corrosion Technologies or equal approved by the anode supplier and the Cabinet.

2.3 Anode Connections

- A. For individual anode connections, use Vector Rebar Connection Kit and Vector Setting Tool from Vector Corrosion Technologies or approved equal.
- B. To connect anodes in series, use Vector Anode Connection Kit or Rivet Connection Kit from Vector Corrosion Technologies or approved equal.

2.4 Storage

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

PART 3 EXECUTION

3.1 Anode Layout

- A. Using a suitable rebar locator, the location of the reinforcing grid should be determined and marked out in areas where anodes are to be installed.
- B. Mark out locations for anode installation. The anodes shall be installed in a grid pattern on center, in each direction at a spacing as specified on the plan notes. When possible, anodes shall be installed in the center of the reinforcing grid.
- C. Mark out location of rebar connections. If the anodes are to be individually connected, one rebar connection per anode is required. If the anodes are to be installed to a common header wire, two rebar connections per string of anodes are required with a maximum of 20 anodes per string.

3.2 Drill Holes and Saw Cuts

- A. Rebar Connection – Electrical connections shall be established using a Vector Rebar Connection Kit or Rivet Connection Kit.
- B. Anode Location - Drill a hole of sufficient size to accommodate the anodes (approximately 1-3/8" x 6-1/2" in close proximity to marked out anode location. Do not damage rebar when drilling holes.
- C. Saw cuts – All saw cuts into the concrete surface between the anode installation holes and the rebar connection holes shall be approximately 1/4 inch (6 mm) wide by 1/2 inch (12.5 mm) deep. Saw cut a single continuous groove between the anode installation holes and the rebar connection holes.
- D. All holes and saw cuts shall be cleaned of debris and concrete dust.

3.3 Rebar Connections

- A. Option 2 - Rivet Connection Kit
 - 1. 2 in (50 mm) diameter holes shall be cored to the reinforcing steel taking care to avoid cutting steel.

- 2. Electrical connection to the steel can shall be established by drilling a 5-7mm deep hole using the 3.5mm drill bit provided.
 - 3. 3.2mm stainless steel pop rivets are used to connect the connecting wire to the steel.
 - 4. The connection shall be insulated by a neutral cure sealant or epoxy.
- B. Proper connection and rebar continuity for each rebar connection shall be verified between two installed rebar connectors using a multi-meter. Maximum resistance between the two locations shall be less than 1 ohm.

3.4 Anode Installation

- A. Prewet the holes and anodes to a saturated-surface dry condition prior to anode placement. Do not let the anodes soak for longer than 20 minutes in a shallow water bath.
- B. Mix one 44 lb. (20 kg) bag of embedding mortar with 3.2 to 3.7 liters of potable water using a slow speed drill and paddle 3 minutes until a smooth consistency is achieved.
- C. After removing any excess water from the presoaked holes, fill each anode installation hole approximately 2/3 full with mixed embedding mortar.
- D. Insert an anode into each hole, forcing the embedding mortar to fill the annular space from the bottom up.
- E. Clean out excess mortar from the top of the anode leaving the wire fully exposed
- F. Complete wiring between the anodes and the rebar connections.
 - 1. Insert the interconnecting coated wire though the open side of the button-type wire connectors supplied in the Vector Anode Connection Kit and the coated anode wire into the terminated side. With the anode alongside of the installation hole, crimp the button connector to cut through the wire coating until the connector is flush with its casing.
 - 2. After all anodes along the string are connected to the interconnecting cable, verify continuity between anodes and rebar connections with a multi-meter. Testing is carried out using a portable copper/copper sulfate reference electrode once the anodes have been connected to the steel. Connect the DC Volt port of the multi-meter to the steel. Connect the portable reference cell to the COM port. With the reference cell on top of each anode within the string record the individual readings at each anode. A reading more negative than -1.0V indicates a positive connection.

- G. Top off the hole with embedding mortar or other approved mortar and strike off excess flush with the concrete surface. Minimum cover over the top of the anode shall be 1 in. (25 mm).
- H. Bury all wiring into the saw cuts and drilled holes with embedding mortar or other material approved by the owner and strike off flush with the concrete surface.
- I. Wet cure cement-based mortar or cure with two coats of a membrane-forming concrete curing compound meeting the requirements of ASTM C309.

3.5 Manufacturer Corrosion Technician

- A. The contractor will enlist and pay for a technical representative employed by the galvanic anode manufacturer to provide training and on-site technical assistance during the initial installation of the galvanic anodes. The technical representative shall be a NACE-qualified corrosion technician (Cathodic Protection Technician–CP2 or higher).
- B. The qualified corrosion technician shall have verifiable experience in the installation and testing of embedded galvanic protection systems for reinforced concrete structures.
- C. The contractor shall coordinate its work with the designated corrosion technician to allow for site support during project startup and initial anode installation. The corrosion technician shall provide contractor training and support for development of application procedures, verification of electrical continuity, and project documentation.

END OF SECTION

SPECIAL NOTE FOR
DISTRIBUTED ANODE SYSTEM FOR GALVANIC
PROTECTION OF CONCRETE COLUMN AND BRIDGE DECK JOINT
(056B00380L & 056B00380R)

GALVANIC COLUMN ENCASEMENT WITH DISTRIBUTED ANODES

PART 1 GENERAL

1.1 DESCRIPTION

- A. The work under this section consists of supplying, installing, and energizing a zinc-based galvanic corrosion protection system, including required electrical connections, materials, testing, and ensuring continuity of the reinforcing steel to exterior columns and bridge deck joints as outlined in the construction drawings.
- B. Distributed embedded galvanic anodes shall be designed to provide galvanic corrosion protection. The anodes shall be connected to reinforcing steel and embedded in concrete to mitigate corrosion.

1.2 REFERENCES

- A. ACI Guideline No. 222 – Corrosion of Metals in Concrete
- B. ICRI Guideline 310.1R-2008 Guide for Surface Preparation for the Repair of Deteriorated Concrete resulting from Reinforcing Steel Corrosion
- C. ASTM B418 – Standard Specification for Cast and Wrought Galvanic Zinc Anodes

1.3 BID QUANTITY

Base bids on the quantity, dimensions, length, weight and information in this specification and shown on the drawings.

1.4 SUBMITTALS

Shop drawings showing typical galvanic corrosion protection system installation details, such as distributed anode installation locations steel connections, and inter-anode connections shall be prepared by the Contractor and submitted for approval prior to any field installations.

PART 2 PRODUCTS

2.1 DISTRIBUTED ANODE SYSTEM

The distributed galvanic anode units shall be Type C alkali-activated with a pH greater than 14 and shall not contain intentionally added constituents that are corrosive to reinforcing steel such as chlorides, bromides, or other halides. The anode zinc shall be in compliance with ASTM B418 Type II (Z13000) with iron content less than 15 ppm and shall be evenly distributed around a steel core which is continuous along the length of the unit. Unless otherwise specified, the anode unit shall be supplied with a pair of uncoated stainless steel tie wires with optional loop ties to make connections to the reinforcing steel.

Individual anode units shall be approximately 1.1" x 1.5" x 39" with 0.6 lb. zinc per foot of anode. The length of individual anode units shall be as shown on the drawings. Anode units shall be supplied with uncoated, stainless steel tie wires for direct connection to the steel. Distributed galvanic anodes shall be Galvashield® DAS available from Vector Corrosion Technologies or approved equal.

Application for approved equal shall be requested in writing two weeks before submission of project bids. Include verification of the following information:

- 1. The zinc anode is alkali-activated with a pH of 14 or greater
- 2. The distributed anode contains no intentionally added constituent corrosive to reinforcing steel or detrimental to concrete, e.g., chloride, bromide, sulfate, etc.
- 3. Proven track record of the anode technology showing satisfactory field performance with a minimum of five projects of similar size and application.
- 4. Anode units contain zinc cast around uncoated, stainless (non-galvanized) steel tie wires.
- 5. Third party product evaluation, such as from Concrete Innovations Appraisal Service, BBA, etc.

2.2 CONCRETE

Concrete mixture shall be Class "A" of sufficient consistency to encapsulate the anodes without voids or segregation. Concrete mixtures that contain elevated levels of pozzolanic materials such as silica fume, ground-granulated blast-furnace slag, or fly ash will reduce the electrical conductivity of the concrete and may not be suitable for use. If higher resistance concrete is used, use Galvashield Embedding Mortar from Vector Corrosion or approved equal to create a conductive bridge to the substrate prior to concrete installation.

PART 3 – EXECUTION

3.0 GENERAL DESCRIPTION

The galvanic corrosion protection system shall consist of alkali-activated distributed galvanic anodes placed evenly across the concrete surface. The anode units shall be connected to the new reinforcing steel or the exposed steel reinforcing in the column and encased in concrete with a minimum of 2 in. of clear concrete cover over the anode units. After the anode units are installed and encased in concrete, the system shall provide galvanic protection to the embedded reinforcing steel.

3.1 MANUFACTURER TECHNICAL ASSISTANCE

- A. The Contractor shall engage and pay for the services of a NACE-qualified cathodic protection technician (CP2 or greater) supplied by the galvanic anode manufacturer. The qualified corrosion technician shall have verifiable experience in the installation and testing of embedded galvanic protection systems for reinforced concrete structures.
- B. The technician shall provide contractor training and support for development of application procedures, shop drawings for submittals, anode and concrete installation, reinforcing steel connection procedures, and verification of electrical continuity of embedded steel. The contractor shall coordinate its work with the designated technician to allow for site support during project startup and initial anode installation.

3.2 CONCRETE REMOVAL

Remove loose or delaminated concrete. Use the smallest practical size chipping hammer to minimize damage to sound concrete. Undercut all exposed corroded reinforcing steel by removing concrete from the full circumference of the steel. The minimum clearance between the concrete substrate and reinforcing steel shall be $\frac{3}{4}$ inch or $\frac{1}{4}$ inch larger than the top size aggregate in the repair material, whichever is greater. Concrete removal shall continue along the reinforcing steel until no further delamination, cracking, or significant rebar corrosion exists and the reinforcing steel is well bonded to the surrounding concrete.

3.3 CLEANING AND REPAIR OF REINFORCING STEEL

Clean exposed reinforcing steel of rust, mortar, etc. to provide sufficient electrical connection and mechanical bond. If significant reduction in the cross section of the reinforcing steel has occurred, replace or install supplemental reinforcement as directed by the Engineer. Secure loose reinforcing steel by tying tightly to other bars with steel tie wire. Verify electrical continuity of all reinforcing steel, including supplemental steel, per Section 3.5.

3.4 CONCRETE PREPARATION

Concrete repairs shall be square or rectangular in shape with squared corners. Saw cut the repair boundary $\frac{1}{2}$ inch deep or less if required to avoid cutting reinforcing steel. Create a clean, sound substrate to receive the repair material by removing bond-inhibiting materials from the concrete substrate by high pressure water blasting or abrasive blasting.

3.5 ELECTRICAL CONTINUITY OF STEEL AND ANODES

Existing reinforcing steel shall be tested for electrical continuity by procedures as directed by the cathodic protection technician. Electrical connection is acceptable if the DC resistance measured with the multi-meter is $1\ \Omega$ or less or the DC potential is 1 mV or less. Reinforcing steel found to be discontinuous shall be bonded to continuous reinforcement by steel tie wire.

Any new steel added to the structure, such as supplemental reinforcing, wire mesh or rebar shall be electrically continuous. After the new reinforcing grid is verified to be electrically continuous, connect the new reinforcing grid to the existing reinforcement using uncoated steel tie wire at a minimum of two connections per 500ft² of concrete area, or two connections per individual element if less than 500 ft², and verify continuity between the new and existing steel. After the distributed galvanic anodes are installed, the continuity of the connection between anode tie wire and reinforcing steel is verified using the same procedures prior to concrete placement.

3.6 DISTRIBUTED ANODE PLACEMENT

Distributed anodes shall be placed in locations as per the design and indicated on the drawings. Secure anodes to prevent movement during concrete placements. Protect the anodes from direct exposure to water until concrete placement.

3.7 REINFORCING STEEL CONNECTIONS

Distributed anode system must be connected to reinforcing steel to be protected. The anodes are directly tied to cleaned exposed steel or can be interconnected to header wires to create a distributed anode grid. The anode grid shall be connected to reinforcing steel with a minimum of two connections per 500 ft² of concrete area.

If no exposed steel exists after preparation of the substrate, a small area of concrete shall be removed to expose reinforcing steel for anode connection. Electrical connections to the reinforcing steel shall be

established by tying the header wire to the exposed steel or by alternate methods. Proposed electrical connection details shall be approved by the anode manufacturer and shall be detailed on the shop drawing submittal for approval by the engineer.

3.8 CONCRETE PLACEMENT

After the distributed galvanic anodes have been installed place approved concrete, taking care to avoid damage to the anodes, connections, and wiring, in accordance with 601.03 of the Standard Specifications. Consolidate concrete around anodes assuring no voids exist. Minimum concrete cover depth over the anodes shall be 2 in.

SPECIAL NOTE FOR UTILITIES AND SIGNS

All utilities (electric see below), traffic signs shall be maintained and protected from damage.

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

SPECIAL NOTE FOR WEIGHT LIMITS ON STRUCTURE

056B00324L is rated at **58** tons.

056B00324R is rated at **57** tons.

056B00326N is rated at **57** tons.

056B00327N is rated at **60** tons.

056B00372L is rated at **57** tons.

056B00372R is rated at **57** tons.

056B00375L is rated at **90** tons.

056B00375R is rated at **90** tons.

056B00376N is rated at **65** tons.

056B00380L is rated at **79** tons.

056B00380R is rated at **79** tons.

056B00086N is rated at **46** tons.

056B00093N is rated at **60** 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 CONTRACT COMPLETION DATE AND
PENALTIES ON BRIDGE REPAIR CONTRACTS**

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

<u>WORK TO BE DONE</u>	<u>ALLOTED TIME</u>	<u>COMPLETION DATE</u>
*Expansion Joint Replacement		
056B00326N	4 ~ 57-Hour Periods	June 1, 2025
056B00375L	2 ~ 57-Hour Periods	June 1, 2025
056B00375R	2 ~ 57-Hour Periods	June 1, 2025
056B00380L	2 ~ 57-Hour Periods	June 1, 2025
056B00380R	2 ~ 57-Hour Periods	June 1, 2025
*Bridge Deck Restoration		
056B00093N	30 Calendar Days	June 1, 2025
All Other Work		June 1, 2025

* Expansion joint replacement and bridge deck restoration work must be completed before painting production work commences.

Contrary to Section 108.07.03, the Engineer will begin charging calendar days for a structure on the day the Contractor starts work or sets up traffic control on that particular structure. A **penalty of \$1000.00 per 15 minutes past the 57 hour time period or \$1000.00 per day past the 30 calendar days** 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 MAINTAIN AND CONTROL TRAFFIC

All lane closures on this project shall be in accordance with Kentucky Department of Highways Standard Drawings No. **TTC 100, TTC 110, TTC-115, TTC-125, TTC-135, TTD 120 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. Payment for this item will be included in the lump sum bid for Maintain and Control Traffic.

6. MINIMUM VERTICAL AND HORIZONTAL CLEARANCES

A minimum vertical clearance of **16'-0"** for routes above I-265 and **15'-0"** for routes below I-265 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 Kentucky Transportation Cabinet's Department of Motor Carriers Oversize Permits Section: 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 **8:00 PM to 5:00 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 as directed by the Engineer. See link 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 MEDIAN AREAS

The Contractor shall be responsible for any base material to park equipment on in median 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

Staging in median areas and shoulder closures specified for each bridge shall require temporary Concrete Barriers 9t (**NO ALTERNATIVES ALLOWED**) shall be used to protect work area in the shoulder closure and the median clear zones. All temporary barrier for shoulder closures shall be used in accordance with Standard Drawing TTC-135 C.E. All other applications of temporary barrier shall use required end treatment. Temporary Concrete Barriers shall remain the Contractor's property and shall be removed from the construction site upon completion of construction. Cost of temporary concrete barrier 9t shall be considered incidental to the "Lump Sum Bid for Maintain and Control Traffic.

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. MISC.

The Contractor shall reduce the speed limit to **55 MPH**.

The use of Double Fine Zones shall be used. See Standard Drawing TTD-120 C.E.

Queue protection warning alert system with message boards shall be used. See Special Note for Portable Queue Warning Alert System.

12. NARRITIVES.

056B00324L&R

I-265 (Route Above)

Maintain one 12' driving lane in each direction for all work between the hours of **8:00 PM** until **5:00 AM** 7 days a week.

RT 1067 (Route Below)

Maintain one usable 10-foot minimum lane and one sidewalk. Flagging or traffic signals shall be used. The Contractor will be permitted to close RT 1067 to traffic as directed by the Engineer. If this option is used, the Contractor shall submit their closure and detour plan for approval. All items to required to close RT 1067 shall be considered incidental to Maintain and Control Traffic.

056B00326N

KY 61 (Route Above)

Maintain one usable 12-foot minimum lane each direction for expansion dam replacement work. **Four (2 each direction) 57 hour periods 8:00 PM Friday though 5:00 AM Monday** will be permitted for joint replacement work. Maintain one 12' driving lane in each direction for all other work between the hours of **8:00 PM** until **5:00 AM** 7 days a week.

I-265 (Route Below)

Maintain one 12' driving lane in each direction for all work for all work. All work requiring lane closures and rolling road blocks will be permitted between the hours of **8:00 PM** until **5:00 AM** 7 days a week. Equipment staging will be permitted in the shoulders, median and gore areas. Shoulder closures will be permitted to stay in place for all work.

056B00327N

KY 61 Ramp (Route Above)

Maintain one usable 12-foot minimum lane for all work will be permitted between the hours of **8:00 PM** until **5:00 AM** 7 days a week.

I-265 and KY 61 (Routes Below)

Maintain one 12' driving lane in each direction for all. All work requiring lane closures and rolling road blocks will be permitted between the hours of **8:00 PM** until **5:00 AM** 7 days a week. Equipment staging will be permitted in the shoulders, median and gore areas. Shoulder closures on I-265 will be permitted to stay in place for all work.

056B00372L&R

I-265 (Route Above)

Maintain one 12' driving lane in each direction for all work between the hours of **8:00 PM** until **5:00 AM** 7 days a week for all work. Equipment staging in the median at each end of the bridges will be permitted.

KY 864 (Route Below)

Maintain one 12' driving lane in each direction for all work. All work requiring lane closures and rolling road blocks will be permitted between the hours of **8:00 PM** until **5:00 AM** 7 days a week. Equipment staging will be permitted in the shoulders, median and gore areas. Shoulder closures will be permitted to stay in place for all work.

056B00375L&R

I-265 (Route Above)

Maintain one usable 12-foot minimum lane each direction for expansion dam replacement work. **Four (2 each direction) 57 hour periods 8:00 PM Friday through 5:00 AM Monday** will be permitted for joint replacement work. Maintain one 12' driving lane in each direction for all other work between the hours of **8:00 PM** until **5:00 AM** 7 days a week.

US 31E (Route Below)

Maintain one 12' driving lane in each direction for all work for all work. All work requiring lane closures and rolling road blocks will be permitted between the hours of **8:00 PM** until **5:00 AM** 7 days a week. The US 31E ramp closures will be permitted by the direction of the Engineer. Equipment staging will be permitted in the shoulders, median and gore areas. Shoulder closures will be permitted to stay in place for all work.

056B00376N, 056B00086N & 056B00093N

CR 1006, CR 1007 and CR 1003 (Routes Above)

Maintain one usable 12-foot minimum lane for all work. Flagging or traffic signals shall be used. If traffic signals are used the Contractor shall use flagging to minimize impact on school bus traffic when school is in session. The Contractor shall be responsible for establishing the dates and times when school bus traffic will impact the job site.

I-265 (Route Below)

Maintain one 12' driving lane in each direction for all work between the hours of **8:00 PM** until **5:00 AM** 7 days a week. Equipment staging will be permitted in the shoulders, median and gore areas. Shoulder closures will be permitted to stay in place for all work. **No work will be permitted requiring traffic control on I-265 on 056B00086N and 056B00093N before September 1, 2024.**

056B00380L&R

I-265 (Route Above)

Maintain one usable 12-foot minimum lane each direction for expansion dam replacement work. **Four (2 each direction) 57 hour periods 8:00 PM Friday through 5:00 AM Monday** will be permitted for joint replacement work. Maintain one 12' driving lane in each direction for all work between the hours of **8:00 PM** until **5:00 AM** 7 days a week. **No work will be permitted requiring traffic control on I-265 before September 1, 2024.**

KY 155 (Route Below)

Maintain one 12' driving lane in each direction for all work for all work. All work requiring lane closures and rolling road blocks will be permitted between the hours of **8:00 PM** until **5:00 AM** 7 days a week. Equipment staging will be permitted in the shoulders, median and gore areas. Shoulder closures will be permitted to stay in place for all work.

13. MEASUREMENT.

A. Maintain and Control Traffic: The Department will measure the quantity as "Lump Sum".

B. Portable Changeable Message Sign: The Department will measure the quantity for "Each".

14. PAYMENT.

A. Maintain and Control Traffic (02650): Payment of the contract lump sum amount for "maintain and control traffic" shall be full compensation for all items necessary to maintain and control traffic as specified for this project. All traffic control items shall remain the property of the contractor when the work is complete.

B. Portable Changeable Message Sign (02671): Payment at "each" shall be full compensation to furnish, install, maintain and remove all portable message signs as specified.

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 PRE-BID CONFERENCE
BRIDGE CLEANING AND PAINTING
DISTRICT NO. 5
JEFFERSON COUNTY
BRIDGE CLEANING AND PAINTING
ITEM NO. 5-0136.00 ~ NHPP 0503 (275)
CID 232952 ~ 056GR23M066**

The Department will conduct a Pre-Bid Conference of the subject project on **Thursday November 30, 2023 at 10:00 AM EST at:**

**8310 Westport Road
Louisville, KY 40242
Phone: (502) 210-5400**

Any company that is interested in bidding on the subject project or being part of a joint venture shall be represented at the conference. No individual can represent more than one company. At the conference a roster shall be taken of the representatives present. **Only companies represented at the conference will be eligible to have their bids opened at the date of letting.**

The purpose of the conference is to familiarize all prospective bidders with the contract requirements within the scope of the contract.

Department of Highways officials present at the conference will answer questions concerning the project.

Special Note for Bridge Demolition, Renovation and Asbestos Abatement

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

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



Andy Beshear
GOVERNOR

TRANSPORTATION CABINET

200 Mero Street
Frankfort, Kentucky 406 01

Jim Gray
SECRETARY

Asbestos Inspection Survey

To: Donna Hardin

District: 5

Date: July 10, 2023

Conducted By: O'Dail Lawson

Report Prepared By: O'Dail Lawson

Project and Structure Identification

Project Number: Jefferson 05-0136.00

Structure ID: 056B00093N

Structure Location: South Pope Lick Road (CR-1003) over I-265

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

Inspection Date: July 5th, 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.

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

AJHA #1 02459



Chain of Custody Record

Kentucky Transportation Cabinet

200 Mero Street, 4th Floor West

Frankfort, Kentucky 40622

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

[illegible]



Andy Beshear
GOVERNOR

TRANSPORTATION CABINET

200 Mero Street
Frankfort, Kentucky 406 01

Jim Gray
SECRETARY

Asbestos Inspection Survey

To: Donna Hardin

District: 5

Date: July 10, 2023

Conducted By: O'Dail Lawson

Report Prepared By: O'Dail Lawson

Project and Structure Identification

Project Number: Jefferson 05-0136.00

Structure ID: 056B00326L

Structure Location: Preston Highway over I-265

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

Inspection Date: July 5th, 2023

Results and Recommendations

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

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

MRS, Inc. Analytical Laboratory Division

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

BULK SAMPLE ASBESTOS ANALYSIS

Analysis N#	# 3307063	Address:	Jefferson - 056B00326N
Client Name:	KYTC		
Sampled By:	O'Dail Lawson		

[illegible]

Reviewed By: Winters Mena
Signature

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

AJHA #1 02459



Chain of Custody Record

Kentucky Transportation Cabinet

200 Mero Street, 4th Floor West

Frankfort, Kentucky 40622

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

[illegible]



Andy Beshear
GOVERNOR

TRANSPORTATION CABINET

200 Mero Street
Frankfort, Kentucky 406 01

Jim Gray
SECRETARY

Asbestos Inspection Survey

To: Donna Hardin

District: 5

Date: July 10, 2023

Conducted By: O'Dail Lawson

Report Prepared By: O'Dail Lawson

Project and Structure Identification

Project Number: Jefferson 05-0136.00

Structure ID: 056B00375L

Structure Location: I-265 over US 31e (Bardstown Road)

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

Inspection Date: July 5th, 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.

Fax: (502) 491-7111

AJHA #1 02459



Chain of Custody Record

Kentucky Transportation Cabinet

200 Mero Street, 4th Floor West

Frankfort, Kentucky 40622

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

[illegible]



Andy Beshear
GOVERNOR

TRANSPORTATION CABINET

200 Mero Street
Frankfort, Kentucky 406 01

Jim Gray
SECRETARY

Asbestos Inspection Survey

To: Donna Hardin

District: 5

Date: July 10, 2023

Conducted By: O'Dail Lawson

Report Prepared By: O'Dail Lawson

Project and Structure Identification

Project Number: Jefferson 05-0136.00

Structure ID: 056B00380L

Structure Location: I-265 over KY 155 (Taylorsville Road)

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

Inspection Date: July 5th, 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.



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

BULK SAMPLE ASBESTOS ANALYSIS

[illegible]

Date Analyzed : 6-Jul-23
Analyst : Winterford Mensah

Reviewed By: Winters Mencia
Signature

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

AJHA #1 02459



Chain of Custody Record

Kentucky Transportation Cabinet

200 Mero Street, 4th Floor West

Frankfort, Kentucky 40622

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

[illegible]

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

Certification Number: ETC-AIR-032223-00200


O'Dail Lawson

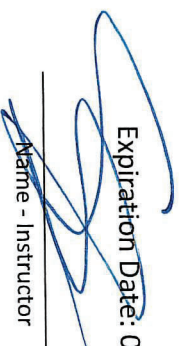
has on 03-22-2023 attended and successfully completed the requirements and passed the examination with a score of 70% of better on the entitled course.

ASBESTOS INSPECTOR REFRESHER

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

Conducted at: 1520 Alliant Ave., Louisville, KY


Name - Training Manager

Expiration Date: 03-22-2024

Name - Instructor

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

RIGHT OF WAY CERTIFICATION

<input checked="" type="checkbox"/> Original	<input type="checkbox"/> Re-Certification	RIGHT OF WAY CERTIFICATION	
ITEM #	COUNTY	PROJECT # (STATE)	PROJECT # (FEDERAL)
5-136.00	Jefferson	FD52 056 0265 010-035	NHPP 0503(257)
PROJECT DESCRIPTION			
I-265 Bridge Painting			
<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		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	Shelley Morrison
Signature		Signature	Digitally signed by Shelley Morrison
Date		Date	Date: 2023.06.15 11:25:46 -04'00'
Right of Way Director		FHWA	
Printed Name		Printed Name	
Signature	Digitally signed by Kelly Divine	Signature	
Date	Date: 2023.06.15 14:54:19 -05'00'	Date	

UTILITIES AND RAIL CERTIFICATION NOTE

JEFFERSON COUNTY

NHPP 0503(257)

FD52 056 0256 010-035

I-265 BRIDGE PAINTING

KYTC ITEM: 05-136.00

PROJECT NOTES ON UTILITIES

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

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

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

UTILITIES AND RAIL CERTIFICATION NOTE

JEFFERSON COUNTY

NHPP 6000(236)

FD52 056 0256 010-035

I-265 BRIDGE PAINTING

KYTC ITEM: 05-136.00

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.

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

RAIL COMPANIES HAVE FACILITIES IN CONJUNCTION WITH THIS PROJECT AS NOTED

☒ No Rail Involvement ☐ Rail Involved ☐ Rail Adjacent



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

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

1. PROJECT SUMMARY

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



2. ENVIRONMENTAL DETERMINATION

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

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

3. ENVIRONMENTAL DOCUMENT APPROVAL

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

 District Environmental Coordinator	08/02/2023 Date	 Project Manager	8/3/23 Date
 Environmental Project Manager	 Date	 Director of Environmental Analysis	 Date
 Recommended by FHWA	 Date	 Federal Highway Administration	 Date

KYTC Item No: 5-136

County: Jefferson

Route: I-265

KYTC Historic Architectural Investigation Form

Project Description: This is a bridge maintenance project that includes cleaning and painting all steel bridges and steel bearings on the Gene Snyder Freeway (I-265). The bridges receiving these maintenance activities are part of the exemption regarding the Interstate Highway System.

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

☐ Yes

☒ No (Continue)

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

☒ Yes (List project activity types) #21- Bridge Maintenance

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

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

Project Area of Potential Effect is defined as:

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

☐ Within view shed of project (Discuss):

☒ Other (Discuss): These bridges are part of the Interstate Exemption-so APE is existing

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

☐ Yes

☒ No

☐ N/A (Explain):

County: Jefferson

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

☒ No

Investigator Name(s): Jonna Wallace Mabelitini

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

Site photos and mapping

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

☒ Not Present within the APE

No Historic Properties Affected

As Determined By:

Yvonne W. Mabeltini

7/19/2023

KYTC Representative

L. Radhaa Jennings

Date _____

7/31/2023

SHPO Representative

Date _____

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

Attachments:

☒ Map showing topography, APE and identified Historic Resources

☒ Relevant Photos (Overview and individual resources)

Project Plans

☐ Other (Describe):☐ Copy EPM

Copy DEC

 Copy DEA Architectural Historian

☒ Copy SHPO

KYTC Item # 5-136

I-265 (Gene Snyder Freeway)

Jefferson County

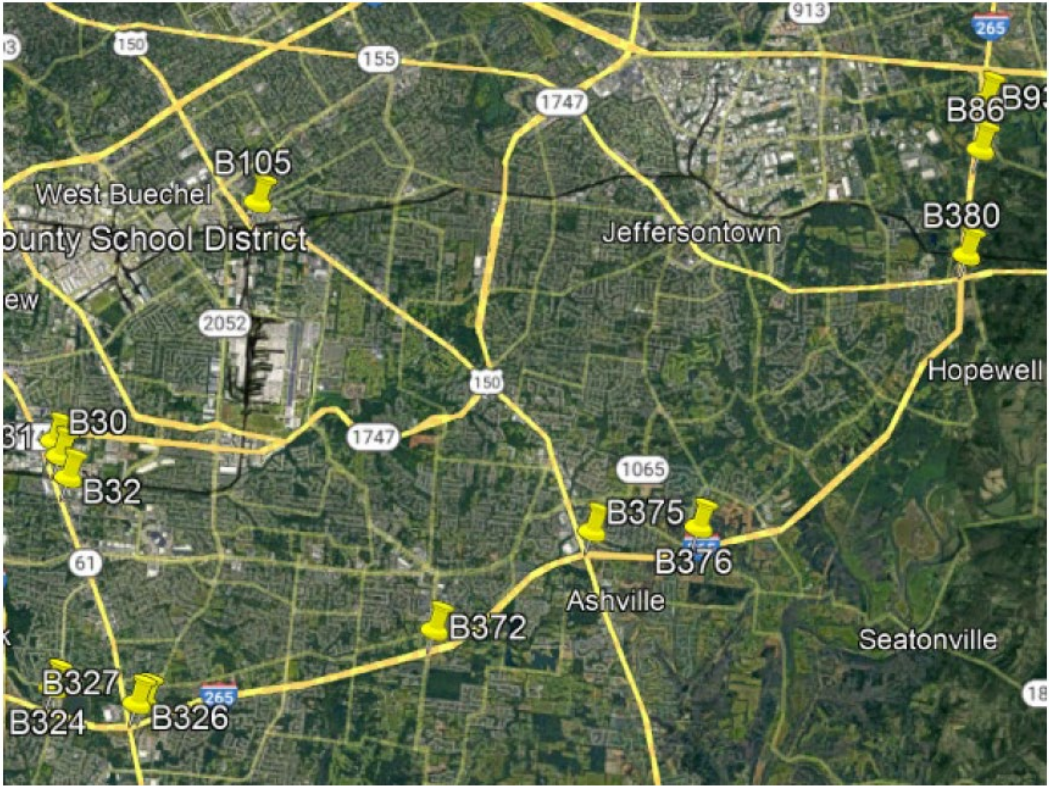
This is a bridge maintenance project for thirteen bridges along I-265 (Gene Snyder Freeway). These bridges are part of the ACHP’s comment on “Exemption Regarding Historic Preservation Review Process for Effects to the Interstate Highway System”.

Advisory Council on Historic Preservation

2005 Notice 11928: Exemption Regarding Historic Preservation Review Process for Effects to the Interstate Highway System. *Federal Register* 70(46).

Below is a table of the location of each bridge, a map showing the locations, and overview photos.

Bridge Location	Latitude	Longitude
I-265 SB over RT 1067 (Freedom Way)	38.1127	-85.6921
I-265 NB over RT 1067 (Freedom Way)	38.1125	-85.6927
KY 61 (Preston Hwy) over I-265	38.1106	-85.6751
KY 61 NB to I-265 SB ramp over I-265 and KY 61	38.1114	-85.6744
I-265 SB over KY 864 (Beulah Church Rd)	38.1249	-85.6146
I-265 NB over KY 864 (Beulah Church Rd)	38.1246	-85.6148
I-265 SB over US 31E (Bardstown Rd)	38.1419	-85.5834
I-265 NB over US 31E (Bardstown Rd)	38.1416	-85.5832
CR 1007 (Seatonville Rd) over I-265	38.1431	-85.5615
I-265 SB over KY 155 (Taylorsville Rd)	38.1888	-85.5093
I-265 NB over KY 155 (Taylorsville Rd)	38.1889	-85.5090
CR 1006 (Rehl Road) over I-126	38.2059	-85.5072
CR 1003 (Pope Lick Road) over I-265	38.2138	-85.5064



I-265 looking east



I-265 Looking north



I-265 Looking west

KYTC Item No: 5-136.00

County: Jefferson

Route: I-265 (Gene Snyder Freeway)

KYTC Archaeological Investigation Form

Project Description: Clean and paint all steel bridges and steel bearings on the Gene Snyder Freeway

USGS Quad Name: Brooks/Mount Washington/Jeffersontown

USGS Date: 1997/1982/1994

Coordinates (Project center point) See list below

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

- ☐ Yes (list project activity types) _____
- ☒ No (Continue)

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

- ☒ Yes (list project activity types) #21 bridge painting projects _____

Are all new or existing ROW areas previously disturbed?

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

All work will be on bridge structures

KYTC Item No: 5-136.00

County: Jefferson

Route: I-265 (Gene Snyder Freeway)

No Historic Properties Affected

As Determined By:

Susan Neumeyer June 5, 2023

KYTC Representative **Date**

Stephanie Dooley June 5, 2023

SHPO Representative **Date**

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

Attachments

- ☐ Project Plans (show date on plans)
- ☐ Photos
- ☐ Mapping
- ☐ Other: _____
- ☒ Copy EPM
- ☒ Copy DEC
- ☐ Copy DEA Archaeologist
- ☐ Copy SHPO

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

Bridge Location	Latitude	Longitude
I-265 SB over RT 1067 (Freedom Way)	38.1127	-85.6921
I-265 NB over RT 1067 (Freedom Way)	38.1125	-85.6927
KY 61 (Preston Hwy) over I-265	38.1106	-85.6751
KY 61 NB to I-265 SB ramp over I-265 and KY 61	38.1114	-85.6744
I-265 SB over KY 864 (Beulah Church Rd)	38.1249	-85.6146
I-265 NB over KY 864 (Beulah Church Rd)	38.1246	-85.6148
I-265 SB over US 31E (Bardstown Rd)	38.1419	-85.5834
I-265 NB over US 31E (Bardstown Rd)	38.1416	-85.5832
CR 1007 (Seatonville Rd) over I-265	38.1431	-85.5615
I-265 SB over KY 155 (Taylorsville Rd)	38.1888	-85.5093
I-265 NB over KY 155 (Taylorsville Rd)	38.1889	-85.5090
CR 1006 (Rehl Road) over I-126	38.2059	-85.5072
CR 1003 (Pope Lick Road) over I-265	38.2138	-85.5064

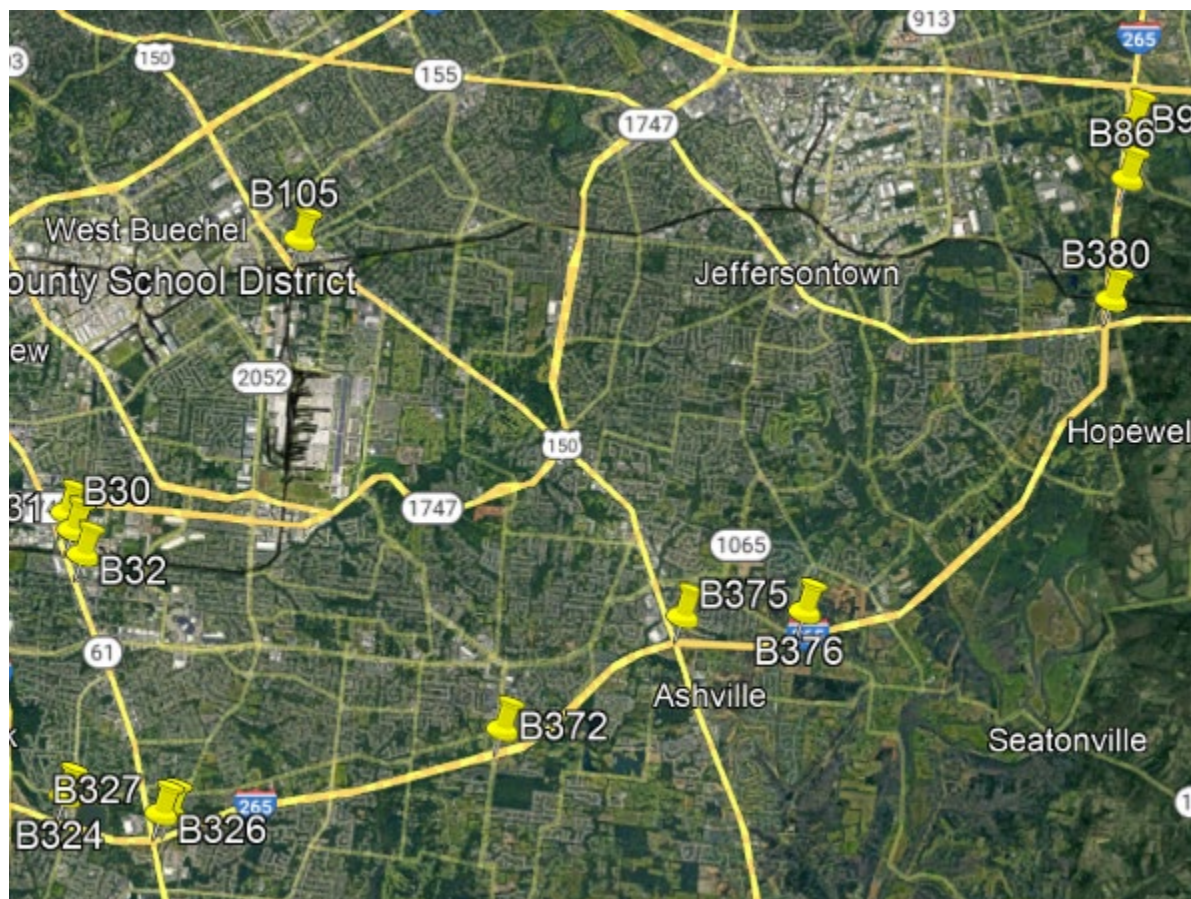
KYTC Item No: 5-136.00

County: Jefferson

Route: I-265 (Gene Snyder Freeway)

All work will occur on existing bridge structures. No ground disturbance is proposed.

No archaeological investigation is warranted, as there will be no ground disturbance.



Kentucky Maintenance Projects

Sponsor Agency: KYTC		Project Name: I-264 Bridge on Ramp at P&L Railway			
KIPDA ID:	State ID/DES #:	Open to Public:	County/Counties:	Project Cost:	AQ Analysis Status:
3116	5-10077.00	2028	Jefferson	\$3,000,000	Exempt
Project Description:					
Bridge project in Jefferson County on (056B00273N) I-264 EB on ramp at P&L Railway.					
Justification:					
Increase safety for all users. Maintain the existing transportation network in a state of good repair.					
Phase:	Year:	Funding Category:	Federal:	State/Local:	Total:
C	2026	FBP	\$2,400,000	\$600,000	\$3,000,000
Total			\$2,400,000	\$600,000	\$3,000,000

Sponsor Agency: KYTC		Project Name: I-264 EB Bridge at I-264 WB Off Ramp			
KIPDA ID:	State ID/DES #:	Open to Public:	County/Counties:	Project Cost:	AQ Analysis Status:
3118	5-10076.00	2027	Jefferson	\$7,766,000	Exempt
Project Description:					
Bridge project in Jefferson County on (056B00269N) I-264 eastbound at I-264 westbound off ramp.					
Justification:					
Increase safety for all users. Maintain the existing transportation network in a state of good repair.					
Phase:	Year:	Funding Category:	Federal:	State/Local:	Total:
D	2025	BRO	\$564,800	\$141,200	\$706,000
C	2025	BRO	\$5,648,000	\$1,412,000	\$7,060,000
Total			\$6,212,800	\$1,553,200	\$7,766,000

Sponsor Agency: KYTC		Project Name: I-265			
KIPDA ID:	State ID/DES #:	Open to Public:	County/Counties:	Project Cost:	AQ Analysis Status:
1017	5-136.00	2024	Jefferson	\$6,037,500	Exempt
Project Description:					
Clean and paint all steel bridges and steel bearings on the Gene Snyder Freeway (I0CCR)(SD). CHAF ID: 20190129.					
Justification:					
System preservation and rehabilitation.					
Phase:	Year:	Funding Category:	Federal:	State/Local:	Total:
D	2023	BRO	\$30,000	\$7,500	\$37,500
C	2023	STBG-ST	\$4,800,000	\$1,200,000	\$6,000,000
Total			\$4,830,000	\$1,207,500	\$6,037,500

KENTUCKY

STATEWIDE TRANSPORTATION IMPROVEMENT PROGRAM (STIP)
For FY 2021-2024

AMENDMENT #2021.005

I. Proposed Action:

The Kentucky Transportation Cabinet (KYTC) hereby submits the attached resolution from the Kentuckiana Regional Planning and Development Agency (KIPDA) Transportation Policy Committee stating their approval of the Fiscal Years 2023-2026 Transportation Improvement Program (TIP). The KYTC requests inclusion of the TIP in the KYTC’s FY 2021-2024 Statewide Transportation Improvement Program (STIP).

Location: Louisville/Jefferson County, KY-Indiana Metropolitan Planning Area

II. Additional Remarks:

Attached is a copy of the Resolution, Self-Certification, Conformity Determination, and Governor’s Designee approval letter.

III. Amendment Approval:

Amendment Recommended for Approval:	Approval of STIP Amendment:
<div><div><i>Jill Lamb</i>for Ron Rigney</div><div>7/10/2023</div><div>Kentucky Transportation Cabinet Date</div><div>Ronald B. Rigney, Director</div><div>Division of Program Management</div></div>	<div><div></div><div></div><div>Federal Highway Administration Date</div></div>

KENTUCKY

STATEWIDE TRANSPORTATION IMPROVEMENT PROGRAM (STIP)
For FY 2021-2024

AMENDMENT #2021.005

I. Proposed Action:

The Kentucky Transportation Cabinet (KYTC) hereby submits the attached resolution from the Kentuckiana Regional Planning and Development Agency (KIPDA) Transportation Policy Committee stating their approval of the Fiscal Years 2023-2026 Transportation Improvement Program (TIP). The KYTC requests inclusion of the TIP in the KYTC’s FY 2021-2024 Statewide Transportation Improvement Program (STIP).

Location: Louisville/Jefferson County, KY-Indiana Metropolitan Planning Area

II. Additional Remarks:

Attached is a copy of the Resolution, Self-Certification, Conformity Determination and Governor’s Designee approval letter.

III. Amendment Approval:

Amendment Recommended for Approval:

Approval of STIP Amendment:

Jill Lamb for Ron Rigney 7/10/2023
Kentucky Transportation Cabinet Date
Ronald B. Rigney, Director
Division of Program Management

Robert Sachnin 7/17/23
Federal Transit Administration Date

Biology Email


Hardin, Donna (KYTC-D05)

From: Day, Jana (KYTC)
Sent: Tuesday, June 13, 2023 12:54 PM
To: Hardin, Donna (KYTC-D05)
Cc: Reynolds, Tyler (KYTC)
Subject: RE: 05-136 I-265 Bridge Painting Project

Categories: Biology

Yes, that's correct Donna.



Jana M. Day
ENVIRONMENTAL BIOLOGIST CONSULTANT
Division of Environmental Analysis
200 Mero Street
Frankfort, Kentucky 40622
(502) 782-5008 OFFICE
(443) 534-3118 CELL
 REALIDKY

Donate to the Team Eastern Kentucky Flood Relief Fund: teamekyfloodrelieffund.ky.gov

Resources for those affected by the flooding in Eastern Kentucky: governor.ky.gov/flood-resources

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From: Hardin, Donna (KYTC-D05) <Donna.Hardin@ky.gov>
Sent: Tuesday, June 13, 2023 12:20 PM
To: Neumeyer, Susan S (KYTC) <Susan.Neumeyer@ky.gov>; Mabelitini, Jonna L (KYTC) <jonna.mabelitini@ky.gov>; Cummins, Chris H (KYTC) <Chris.Cummins@ky.gov>; Lawson, ODail O (KYTC) <O'Dail.Lawson@ky.gov>; Day, Jana (KYTC) <jana.day@ky.gov>
Cc: Reynolds, Tyler (KYTC) <tyler.reynolds@ky.gov>; Davis, Daniel B (KYTC) <Daniel.Davis@ky.gov>
Subject: 05-136 I-265 Bridge Painting Project

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

Hello All, I am preparing a CEMP for the I-265 Bridge Painting project in Jefferson County.

Attached is a list of the bridges, location maps, and special notes.

Susan and Jonna, I thought this would be a PA1 but looked like it was on the PA2 list, please confirm.

Jana, this is a No Effect by definition, correct?

O'Dail, do you need to perform asbestos inspections?

Chris, is there an special hazmat we need to follow or include that is not in the special notes?

Thank you all for your help.



Donna Hardin
ENVIRONMENTAL COORDINATOR
Department of Highways / D5
8310 Westport Road
Louisville, KY 40242
(502) 764-0834 OFFICE
(502) 548-3436 MOBILE
Donna.Hardin@ky.gov



MATERIAL SUMMARY

CONTRACT ID: 232952

056GR23M066

MB05602652301

GENE SNYDER FREEWAY (I-265) BRIDGE 056B00324L OVER FREEDOM WAY AT MP 10.79 BRIDGE PAINTING & CLEANING.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0005	08434	CLEAN & PAINT STRUCTURAL STEEL	1.00	LS
0010	23386EC	JOINT SEAL REPLACEMENT	158.40	LF
0015	24981EC	BRIDGE CLEANING - -	1.00	LS
0020	24982EC	CONCRETE COATING - -	1.00	LS
0025	02650	MAINTAIN & CONTROL TRAFFIC - APPLIES TO 056B00324L	1.00	LS
0030	02671	PORTABLE CHANGEABLE MESSAGE SIGN	2.00	EACH
0035	26136EC	PORTABLE QUEUE WARNING ALERT SYSTEM	1.50	MONT
0040	26137EC	QUEUE WARNING PCMS	4.50	MONT
0045	26138EC	QUEUE WARNING PORTABLE RADAR SENSORS	4.50	MONT
0050	02568	MOBILIZATION	1.00	LS
0055	02569	DEMOBILIZATION	1.00	LS

CONTRACT ID: 232952

056GR23M066

MB05602652302

GENE SNYDER FREEWAY (I-265) BRIDGE 056B00324R OVER FREEDOM WAY AT MP 10.79 BRIDGE PAINTING & CLEANING.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0060	08434	CLEAN & PAINT STRUCTURAL STEEL	1.00	LS
0065	23386EC	JOINT SEAL REPLACEMENT	158.40	LF
0070	24981EC	BRIDGE CLEANING - -	1.00	LS
0075	24982EC	CONCRETE COATING - -	1.00	LS
0080	02650	MAINTAIN & CONTROL TRAFFIC - APPLIES TO 056B00324R	1.00	LS
0085	02671	PORTABLE CHANGEABLE MESSAGE SIGN	2.00	EACH
0090	26136EC	PORTABLE QUEUE WARNING ALERT SYSTEM	1.50	MONT
0095	26137EC	QUEUE WARNING PCMS	4.50	MONT
0100	26138EC	QUEUE WARNING PORTABLE RADAR SENSORS	4.50	MONT
0105	02568	MOBILIZATION	1.00	LS
0110	02569	DEMOBILIZATION	1.00	LS

MATERIAL SUMMARY

CONTRACT ID: 232952

056GR23M066

MB05602652303

GENE SNYDER FREEWAY (I-265) BRIDGE 056B00326N OVER I-265 AT MP 11.74 BRIDGE PAINTING & CLEANING.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0115	03295	EXPAN JOINT REPLACE 2 IN	200.00	LF
0120	03299	ARMORED EDGE FOR CONCRETE	200.00	LF
0125	08150	STEEL REINFORCEMENT	540.00	LB
0130	08434	CLEAN & PAINT STRUCTURAL STEEL	1.00	LS
0135	24981EC	BRIDGE CLEANING - -	1.00	LS
0140	24982EC	CONCRETE COATING - -	1.00	LS
0145	02650	MAINTAIN & CONTROL TRAFFIC - APPLIES TO 056B00326N	1.00	LS
0150	02671	PORTABLE CHANGEABLE MESSAGE SIGN	2.00	EACH
0155	26136EC	PORTABLE QUEUE WARNING ALERT SYSTEM	1.50	MONT
0160	26137EC	QUEUE WARNING PCMS	4.50	MONT
0165	26138EC	QUEUE WARNING PORTABLE RADAR SENSORS	4.50	MONT
0170	02568	MOBILIZATION	1.00	LS
0175	02569	DEMOBILIZATION	1.00	LS

CONTRACT ID: 232952

056GR23M066

MB05602652304

GENE SNYDER FREEWAY (I-265) BRIDGE 056B00327N OVER I-265 AND KY 61 AT MP 11.83 BRIDGE PAINTING & CLEANING.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0180	08434	CLEAN & PAINT STRUCTURAL STEEL	1.00	LS
0185	24981EC	BRIDGE CLEANING - -	1.00	LS
0190	24982EC	CONCRETE COATING - -	1.00	LS
0195	02650	MAINTAIN & CONTROL TRAFFIC - APPLIES TO 056B00327N	1.00	LS
0200	02671	PORTABLE CHANGEABLE MESSAGE SIGN	2.00	EACH
0205	26136EC	PORTABLE QUEUE WARNING ALERT SYSTEM	1.50	MONT
0210	26137EC	QUEUE WARNING PCMS	4.50	MONT
0215	26138EC	QUEUE WARNING PORTABLE RADAR SENSORS	4.50	MONT
0220	02568	MOBILIZATION	1.00	LS
0225	02569	DEMOBILIZATION	1.00	LS

MATERIAL SUMMARY

CONTRACT ID: 232952

056GR23M066

MB05602652305

GENE SNYDER FREEWAY (I-265) BRIDGE 056B00372L OVER BUELAH CHURCH ROAD AT MP 15.18 BRIDGE PAINTING & CLEANING.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0230	08434	CLEAN & PAINT STRUCTURAL STEEL	1.00	LS
0235	23166ED	BEARING RETAINER	10.00	EACH
0240	23386EC	JOINT SEAL REPLACEMENT	87.20	LF
0245	24981EC	BRIDGE CLEANING - -	1.00	LS
0250	24982EC	CONCRETE COATING - -	1.00	LS
0255	02650	MAINTAIN & CONTROL TRAFFIC - APPLIES TO 056B00372L	1.00	LS
0260	02671	PORTABLE CHANGEABLE MESSAGE SIGN	2.00	EACH
0265	26136EC	PORTABLE QUEUE WARNING ALERT SYSTEM	1.50	MONT
0270	26137EC	QUEUE WARNING PCMS	4.50	MONT
0275	26138EC	QUEUE WARNING PORTABLE RADAR SENSORS	4.50	MONT
0280	02568	MOBILIZATION	1.00	LS
0285	02569	DEMOBILIZATION	1.00	LS

CONTRACT ID: 232952

056GR23M066

MB05602652306

GENE SNYDER FREEWAY (I-265) BRIDGE 056B00372R OVER BUELAH CHURCH ROAD AT MP 15.18 BRIDGE PAINTING & CLEANING.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0290	08434	CLEAN & PAINT STRUCTURAL STEEL	1.00	LS
0295	23166ED	BEARING RETAINER	10.00	EACH
0300	23386EC	JOINT SEAL REPLACEMENT	87.20	LF
0305	24981EC	BRIDGE CLEANING - -	1.00	LS
0310	24982EC	CONCRETE COATING - -	1.00	LS
0315	02650	MAINTAIN & CONTROL TRAFFIC - APPLIES TO 056B00372R	1.00	LS
0320	02671	PORTABLE CHANGEABLE MESSAGE SIGN	2.00	EACH
0325	26136EC	PORTABLE QUEUE WARNING ALERT SYSTEM	1.50	MONT
0330	26137EC	QUEUE WARNING PCMS	4.50	MONT
0335	26138EC	QUEUE WARNING PORTABLE RADAR SENSORS	4.50	MONT
0340	02568	MOBILIZATION	1.00	LS
0345	02569	DEMOBILIZATION	1.00	LS

MATERIAL SUMMARY

CONTRACT ID: 232952

056GR23M066

MB05602652307

GENE SNYDER FREEWAY (I-265) BRIDGE 056B00375L OVER BARDSTOWN ROAD AT MP 17.29 BRIDGE PAINTING & CLEANING.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0350	03294	EXPAN JOINT REPLACE 1 1/2 IN	51.70	LF
0355	03296	EXPAN JOINT REPLACE 2 1/2 IN	55.20	LF
0360	03299	ARMORED EDGE FOR CONCRETE	106.90	LF
0365	08150	STEEL REINFORCEMENT	270.00	LB
0370	08434	CLEAN & PAINT STRUCTURAL STEEL	1.00	LS
0375	24981EC	BRIDGE CLEANING - -	1.00	LS
0380	24982EC	CONCRETE COATING - -	1.00	LS
0385	02650	MAINTAIN & CONTROL TRAFFIC - APPLIES TO 056B00375L	1.00	LS
0390	02671	PORTABLE CHANGEABLE MESSAGE SIGN	2.00	EACH
0395	26136EC	PORTABLE QUEUE WARNING ALERT SYSTEM	1.50	MONT
0400	26137EC	QUEUE WARNING PCMS	4.50	MONT
0405	26138EC	QUEUE WARNING PORTABLE RADAR SENSORS	4.50	MONT
0410	02568	MOBILIZATION	1.00	LS
0415	02569	DEMOBILIZATION	1.00	LS

CONTRACT ID: 232952

056GR23M066

MB05602652308

GENE SNYDER FREEWAY (I-265) BRIDGE 056B00375R OVER BARDSTOWN ROAD AT MP 17.30 BRIDGE PAINTING & CLEANING.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0420	03294	EXPAN JOINT REPLACE 1 1/2 IN	52.20	LF
0425	03296	EXPAN JOINT REPLACE 2 1/2 IN	55.60	LF
0430	03299	ARMORED EDGE FOR CONCRETE	107.80	LF
0435	08150	STEEL REINFORCEMENT	270.00	LB
0440	08434	CLEAN & PAINT STRUCTURAL STEEL	1.00	LS
0445	24981EC	BRIDGE CLEANING - -	1.00	LS
0450	24982EC	CONCRETE COATING - -	1.00	LS
0455	02650	MAINTAIN & CONTROL TRAFFIC - APPLIES TO 056B00375R	1.00	LS
0460	02671	PORTABLE CHANGEABLE MESSAGE SIGN	2.00	EACH
0465	26136EC	PORTABLE QUEUE WARNING ALERT SYSTEM	1.50	MONT
0470	26137EC	QUEUE WARNING PCMS	4.50	MONT
0475	26138EC	QUEUE WARNING PORTABLE RADAR SENSORS	4.50	MONT
0480	02568	MOBILIZATION	1.00	LS
0485	02569	DEMOBILIZATION	1.00	LS

MATERIAL SUMMARY

CONTRACT ID: 232952

056GR23M066

MB05602652309

GENE SNYDER FREEWAY (I-265) BRIDGE 056B00376N OVER I-265 AT MP 18.00 BRIDGE PAINTING & CLEANING.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0490	03295	EXPAN JOINT REPLACE 2 IN	87.40	LF
0495	03299	ARMORED EDGE FOR CONCRETE	87.40	LF
0500	08150	STEEL REINFORCEMENT	270.00	LB
0505	08434	CLEAN & PAINT STRUCTURAL STEEL	1.00	LS
0510	24981EC	BRIDGE CLEANING - -	1.00	LS
0515	24982EC	CONCRETE COATING - -	1.00	LS
0520	02650	MAINTAIN & CONTROL TRAFFIC - APPLIES TO 056B00376N	1.00	LS
0525	02671	PORTABLE CHANGEABLE MESSAGE SIGN	2.00	EACH
0530	26136EC	PORTABLE QUEUE WARNING ALERT SYSTEM	1.50	MONT
0535	26137EC	QUEUE WARNING PCMS	4.50	MONT
0540	26138EC	QUEUE WARNING PORTABLE RADAR SENSORS	4.50	MONT
0545	02568	MOBILIZATION	1.00	LS
0550	02569	DEMOBILIZATION	1.00	LS

MATERIAL SUMMARY

CONTRACT ID: 232952

056GR23M066

MB05602652310

GENE SNYDER FREEWAY (I-265) BRIDGE 056B00380L OVER TAYLORSVILLE ROAD AT MP 23.09 BRIDGE PAINTING & CLEANING.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0555	03293	EXPAN JOINT REPLACE 1 IN	41.10	LF
0560	03296	EXPAN JOINT REPLACE 2 1/2 IN	41.10	LF
0565	08100	CONCRETE-CLASS A	12.00	CUYD
0570	08150	STEEL REINFORCEMENT	3,640.00	LB
0575	08434	CLEAN & PAINT STRUCTURAL STEEL	1.00	LS
0580	22146EN	CONCRETE PATCHING REPAIR	40.00	SQFT
0585	24440EC	REMOVE SUBSTRUCTURE CONCRETE	7.00	CUYD
0590	24981EC	BRIDGE CLEANING - -	1.00	LS
0595	24982EC	CONCRETE COATING - -	1.00	LS
0600	26141EC	GALVANIC ANODE - TYPE 2-LV SLIM	868.00	EACH
0605	26141EC	GALVANIC ANODE - TYPE DAS	144.00	EACH
0610	02650	MAINTAIN & CONTROL TRAFFIC - APPLIES TO 056B00380L	1.00	LS
0615	02671	PORTABLE CHANGEABLE MESSAGE SIGN	2.00	EACH
0620	26136EC	PORTABLE QUEUE WARNING ALERT SYSTEM	1.50	MONT
0625	26137EC	QUEUE WARNING PCMS	4.50	MONT
0630	26138EC	QUEUE WARNING PORTABLE RADAR SENSORS	4.50	MONT
0635	02568	MOBILIZATION	1.00	LS
0640	02569	DEMOBILIZATION	1.00	LS

MATERIAL SUMMARY

CONTRACT ID: 232952

056GR23M066

MB05602652311

GENE SNYDER FREEWAY (I-265) BRIDGE 056B00380R OVER TAYLORSVILLE ROAD AT MP 23.13 BRIDGE PAINTING & CLEANING.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0645	03293	EXPAN JOINT REPLACE 1 IN	41.10	LF
0650	03296	EXPAN JOINT REPLACE 2 1/2 IN	41.10	LF
0655	08100	CONCRETE-CLASS A	12.00	CUYD
0660	08150	STEEL REINFORCEMENT	3,640.00	LB
0665	08434	CLEAN & PAINT STRUCTURAL STEEL	1.00	LS
0670	22146EN	CONCRETE PATCHING REPAIR	40.00	SQFT
0675	24440EC	REMOVE SUBSTRUCTURE CONCRETE	7.00	CUYD
0680	24981EC	BRIDGE CLEANING - -	1.00	LS
0685	24982EC	CONCRETE COATING - -	1.00	LS
0690	26141EC	GALVANIC ANODE - TYPE 2-LV SLIM	868.00	EACH
0695	26141EC	GALVANIC ANODE - TYPE-DAS	144.00	EACH
0700	02650	MAINTAIN & CONTROL TRAFFIC - APPLIES TO 056B00380R	1.00	LS
0705	02671	PORTABLE CHANGEABLE MESSAGE SIGN	2.00	EACH
0710	26136EC	PORTABLE QUEUE WARNING ALERT SYSTEM	1.50	MONT
0715	26137EC	QUEUE WARNING PCMS	4.50	MONT
0720	26138EC	QUEUE WARNING PORTABLE RADAR SENSORS	4.50	MONT
0725	02568	MOBILIZATION	1.00	LS
0730	02569	DEMOBILIZATION	1.00	LS

CONTRACT ID: 232952

056GR23M066

MB05602652312

GENE SNYDER FREEWAY (I-265) BRIDGE 056B00086N OVER I-265 AT MP 24.30 BRIDGE PAINTING & CLEANING.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0735	08434	CLEAN & PAINT STRUCTURAL STEEL	1.00	LS
0740	23386EC	JOINT SEAL REPLACEMENT	60.20	LF
0745	24981EC	BRIDGE CLEANING - -	1.00	LS
0750	24982EC	CONCRETE COATING - -	1.00	LS
0755	02650	MAINTAIN & CONTROL TRAFFIC - APPLIES TO 056B00086N	1.00	LS
0760	02671	PORTABLE CHANGEABLE MESSAGE SIGN	2.00	EACH
0765	26136EC	PORTABLE QUEUE WARNING ALERT SYSTEM	1.50	MONT
0770	26137EC	QUEUE WARNING PCMS	4.50	MONT
0775	26138EC	QUEUE WARNING PORTABLE RADAR SENSORS	4.50	MONT
0780	02568	MOBILIZATION	1.00	LS
0785	02569	DEMOBILIZATION	1.00	LS

MATERIAL SUMMARY

CONTRACT ID: 232952

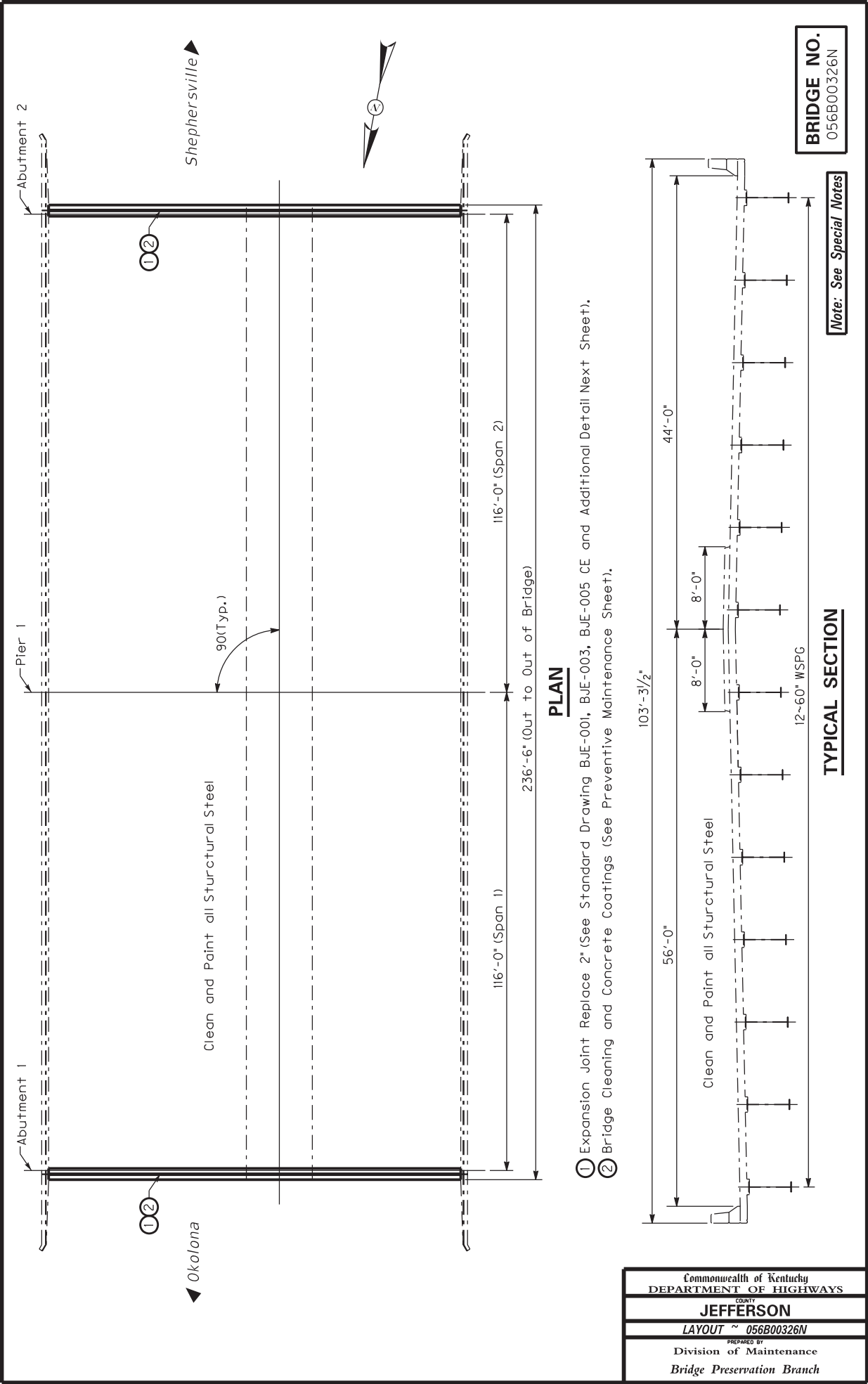
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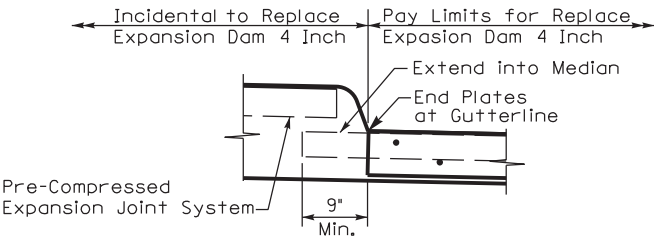
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GENE SNYDER FREEWAY (I-265) BRIDGE 056B00093N OVER I-265 AT MP 24.86 BRIDGE PAINTING & CLEANING.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0790	03298	EXPAN JOINT REPLACE 4 IN	85.00	LF
0795	03299	ARMORED EDGE FOR CONCRETE	85.00	LF
0800	03304	BRIDGE OVERLAY APPROACH PAVEMENT	667.00	SQYD
0805	06514	PAVE STRIPING-PERM PAINT-4 IN	1,900.00	LF
0810	08150	STEEL REINFORCEMENT	540.00	LB
0815	08434	CLEAN & PAINT STRUCTURAL STEEL	1.00	LS
0820	08504	EPOXY SAND SLURRY	158.00	SQYD
0825	08526	CONC CLASS M FULL DEPTH PATCH	7.00	CUYD
0830	08534	CONCRETE OVERLAY-LATEX	38.20	CUYD
0835	08549	BLAST CLEANING	1,075.00	SQYD
0840	08551	MACHINE PREP OF SLAB	917.00	SQYD
0845	24094EC	PARTIAL DEPTH PATCHING	31.00	CUYD
0850	24981EC	BRIDGE CLEANING - -	1.00	LS
0855	24982EC	CONCRETE COATING - -	1.00	LS
0860	02650	MAINTAIN & CONTROL TRAFFIC - APPLIES TO 056B00093N	1.00	LS
0865	02671	PORTABLE CHANGEABLE MESSAGE SIGN	2.00	EACH
0870	26136EC	PORTABLE QUEUE WARNING ALERT SYSTEM	1.50	MONT
0875	26137EC	QUEUE WARNING PCMS	4.50	MONT
0880	26138EC	QUEUE WARNING PORTABLE RADAR SENSORS	4.50	MONT
0885	02568	MOBILIZATION	1.00	LS
0890	02569	DEMOBILIZATION	1.00	LS





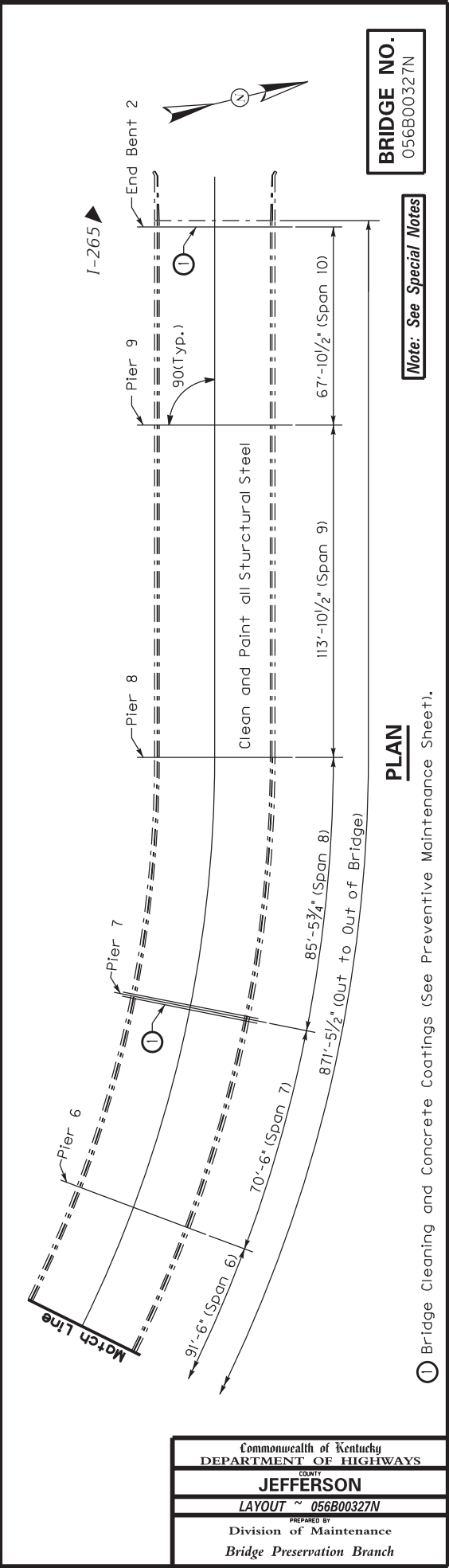
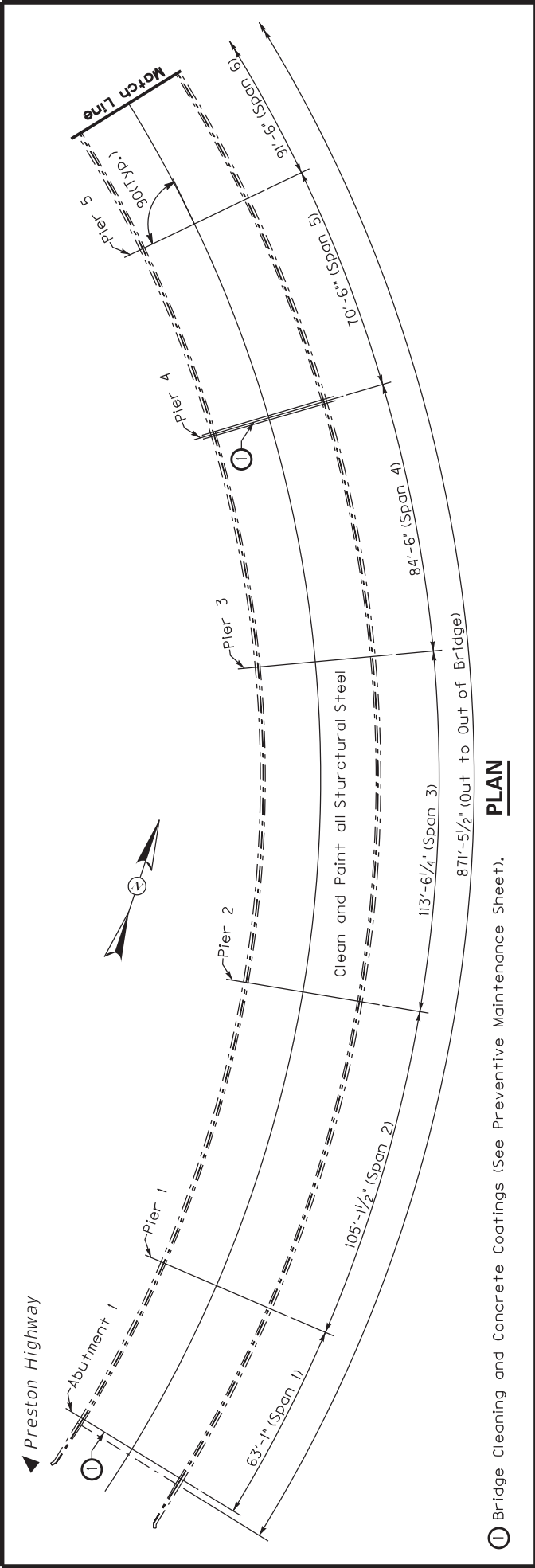


SECTION THROUGH MEDIAN

Expansion Joint Replace 2"
(See Standard Drawing BJE-001, BJE-003 & BJE-005 CE).

BRIDGE NO.
056B00326N

Commonwealth of Kentucky
DEPARTMENT OF HIGHWAYS
COUNTY
JEFFERSON
ADDITIONAL JOINT DETAIL ~ 056B00326N
PREPARED BY
Division of Maintenance
Bridge Preservation Branch



Commonwealth of Kentucky DEPARTMENT OF HIGHWAYS	
COUNTY JEFFERSON	
LAYOUT ~ 056B00327N	
PREPARED BY Division of Maintenance Bridge Preservation Branch	

BRIDGE NO.
056B00327N

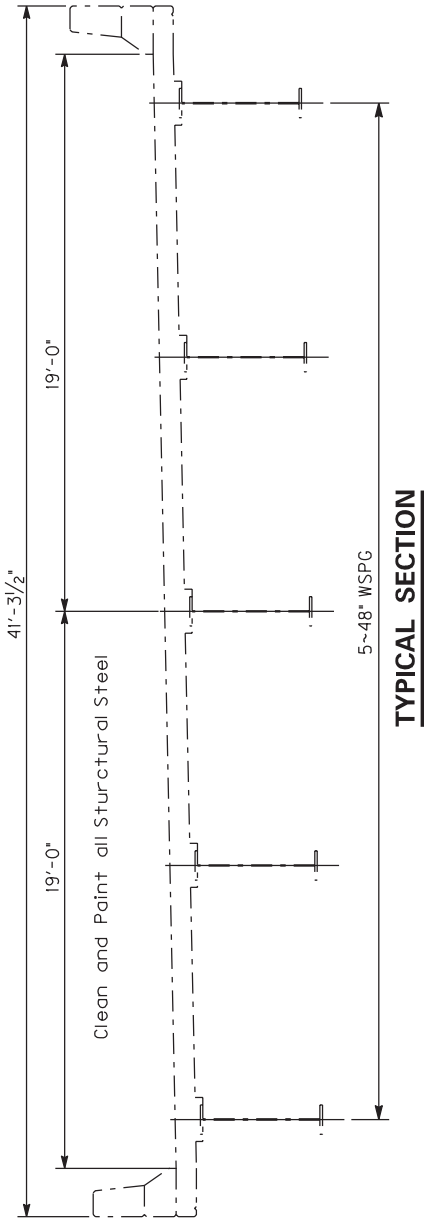
Note: See Special Notes

PLAN

① Bridge Cleaning and Concrete Coatings (See Preventive Maintenance Sheet).

BRIDGE NO.
056B00327N

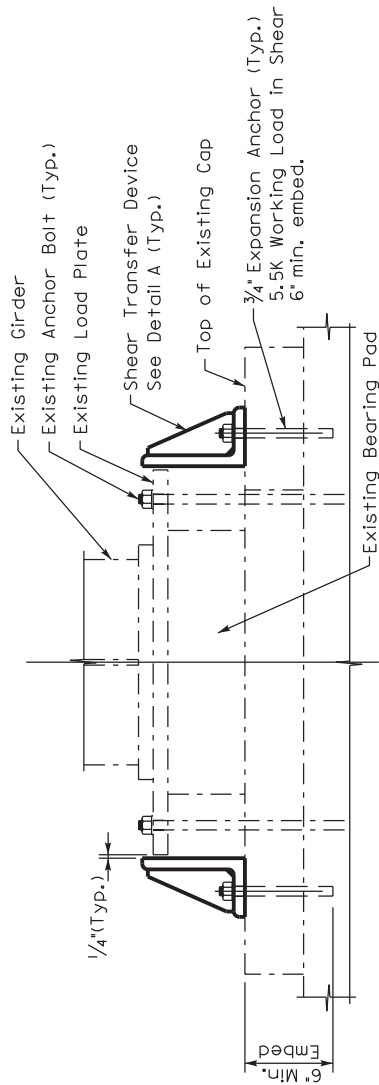
Note: See Special Notes



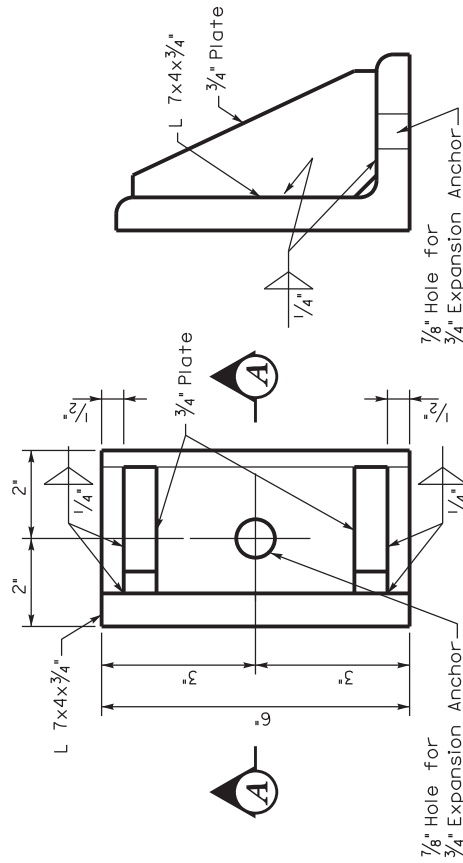
TYPICAL SECTION

Commonwealth of Kentucky
DEPARTMENT OF HIGHWAYS
COUNTY
JEFFERSON
LAYOUT ~ 056B00327N
PREPARED BY
Division of Maintenance
Bridge Preservation Branch





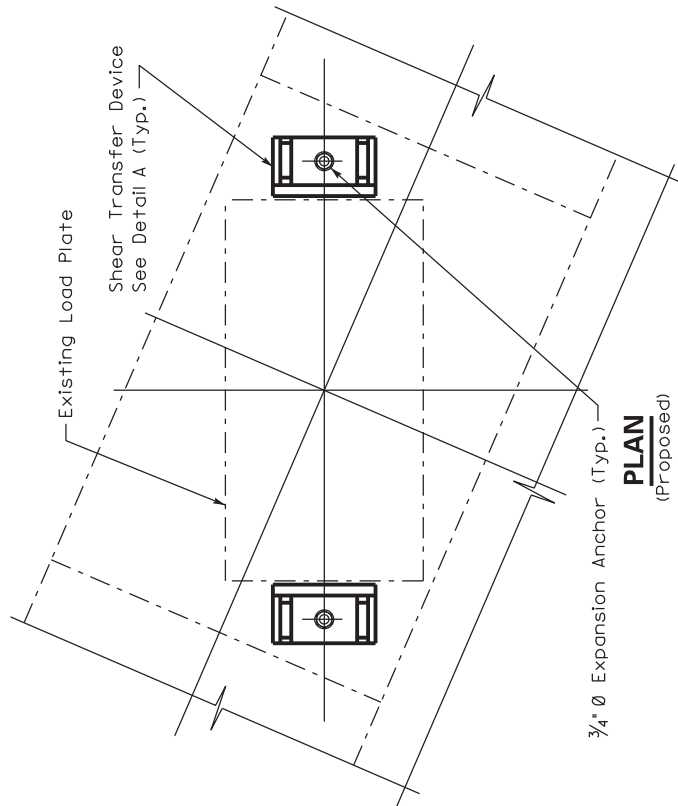
FRONT ELEVATION
(Proposed)



PLAN

SECTION A-A

(Shear Transfer Device)



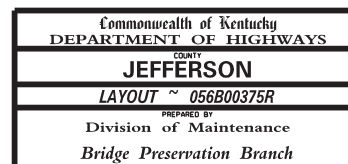
PLAN
(Proposed)

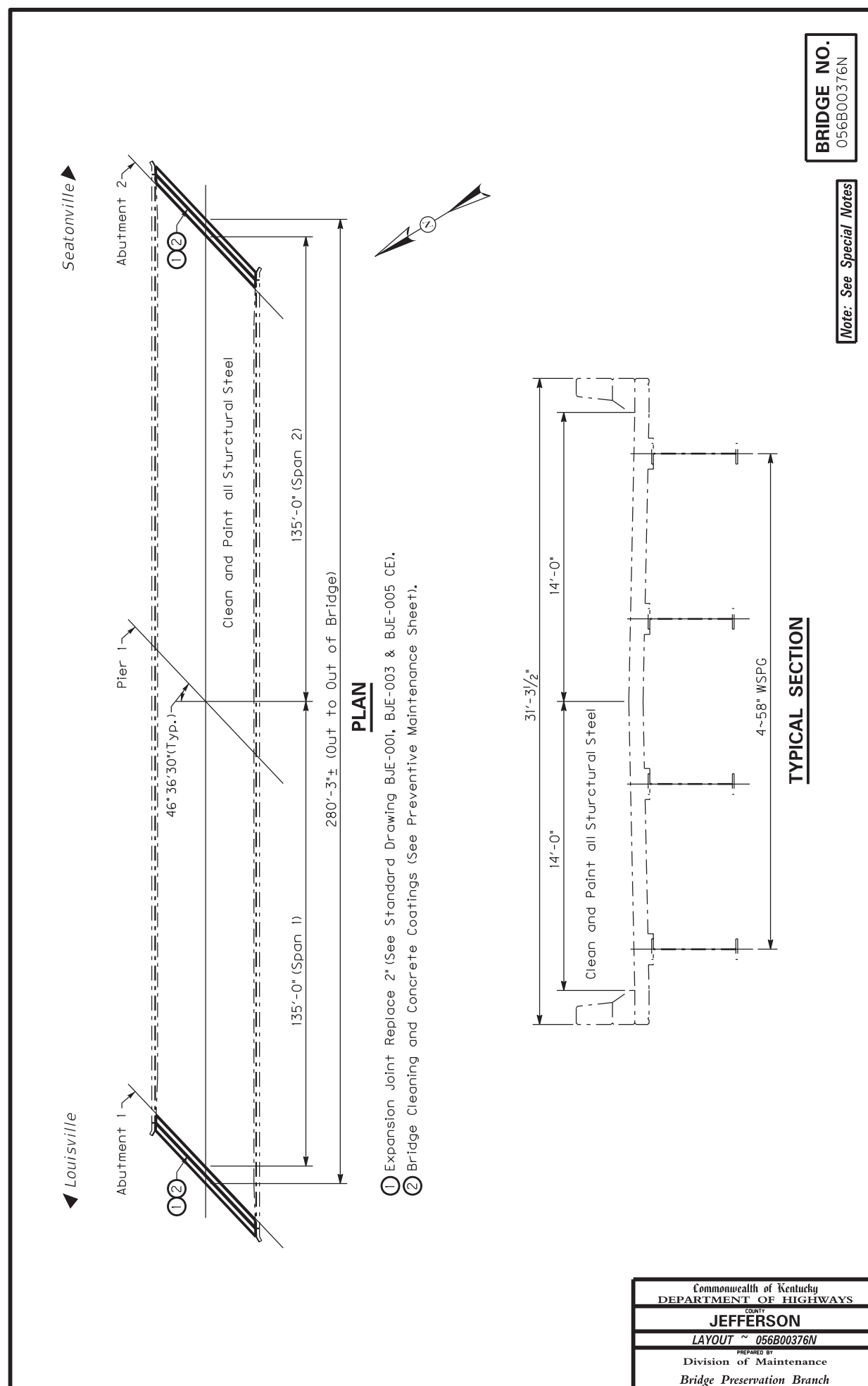
BRIDGE NO.
056B00372L&R

Note: See *Special Notes*

Commonwealth of Kentucky DEPARTMENT OF HIGHWAYS
JEFFERSON
BEARING RETAINER DETAIL
PREPARED BY Division of Maintenance Bridge Preservation Branch











TYPICAL PIER ELEVATION

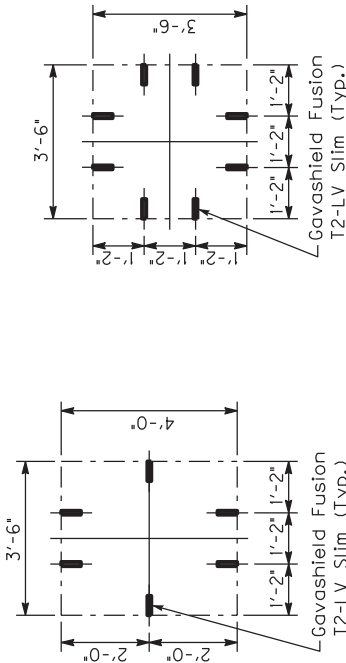
Bridge Preservation Branch

NOTES

- 1. Install Reinforcement Anchors with the Hi-Ti Hit-Re 500 V3 Epoxy Adhesive or Approved Equivalent. Installation and Surface Preparation Shall be in Accordance with Manufacturer's Recommendation.
- 2. Epoxy Bond Coat Shall be Applied to the Existing Concrete Surface. Contrary to Section 511.02.03 of the Standard Specifications.
- 3. Concrete Patching Repair Areas will be Determined by the Engineer. All Concrete Patch Repair shall be done after the Anodes have been installed.

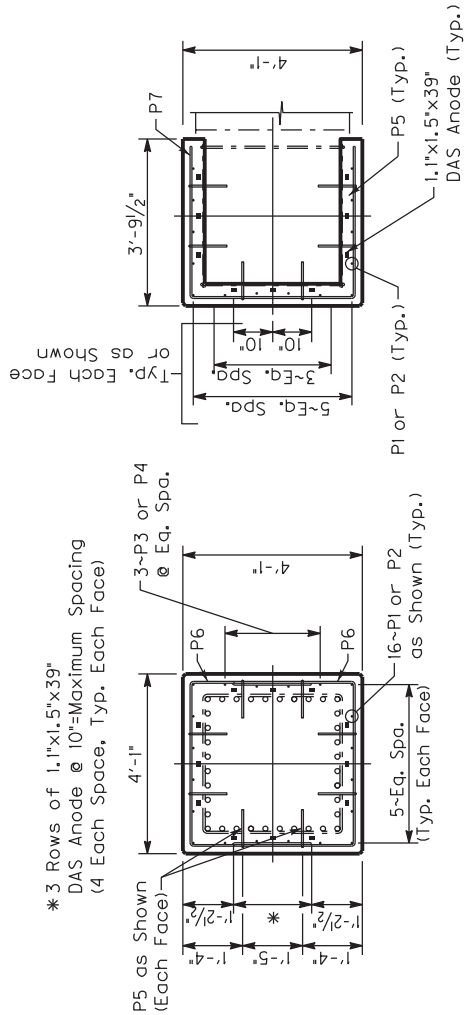
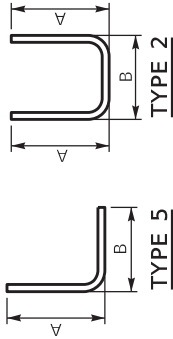
BILL OF REINFORCEMENT

MARK	TYPE	NO.	SIZE	LENGTH	LOCATION	A	B
P1	Str.	32	6	16'-8"	Encasement		
P2	Str.	8	6	12'-2"	Encasement		
P3	Str.	32	6	20'-8"	Encasement		
P4	Str.	8	6	16'-2"	Encasement		
P5	5s	536	4	1'-3"	Encasement	0- 5	0- 10
P6	2s	104	4	9'- 2"	Encasement	2- 9	3- 9
P7	2s	20	4	11'- 2"	Encasement	3- 9	3- 9



SECTION B-B
(Column)

SECTION A-A
(Cap)

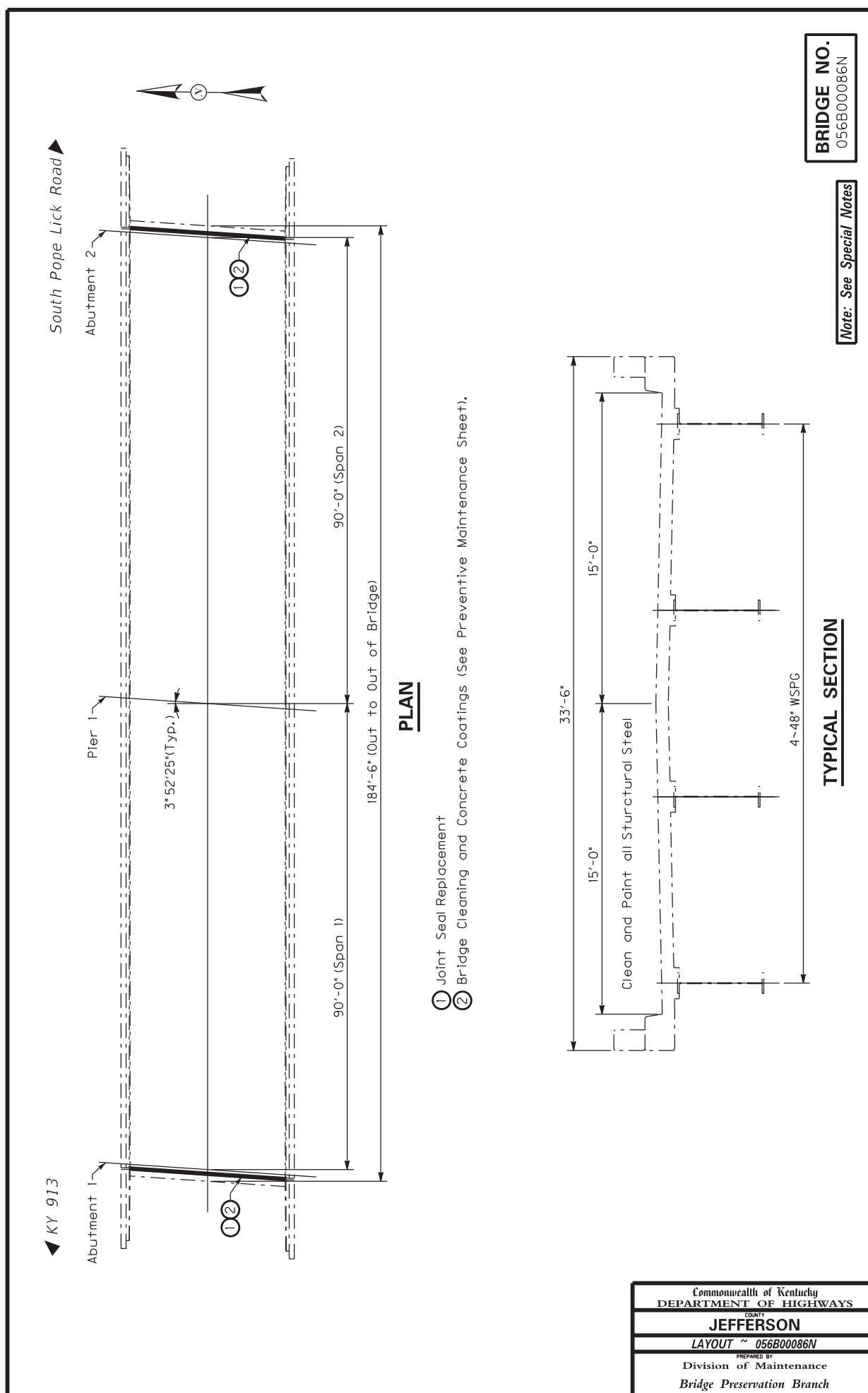


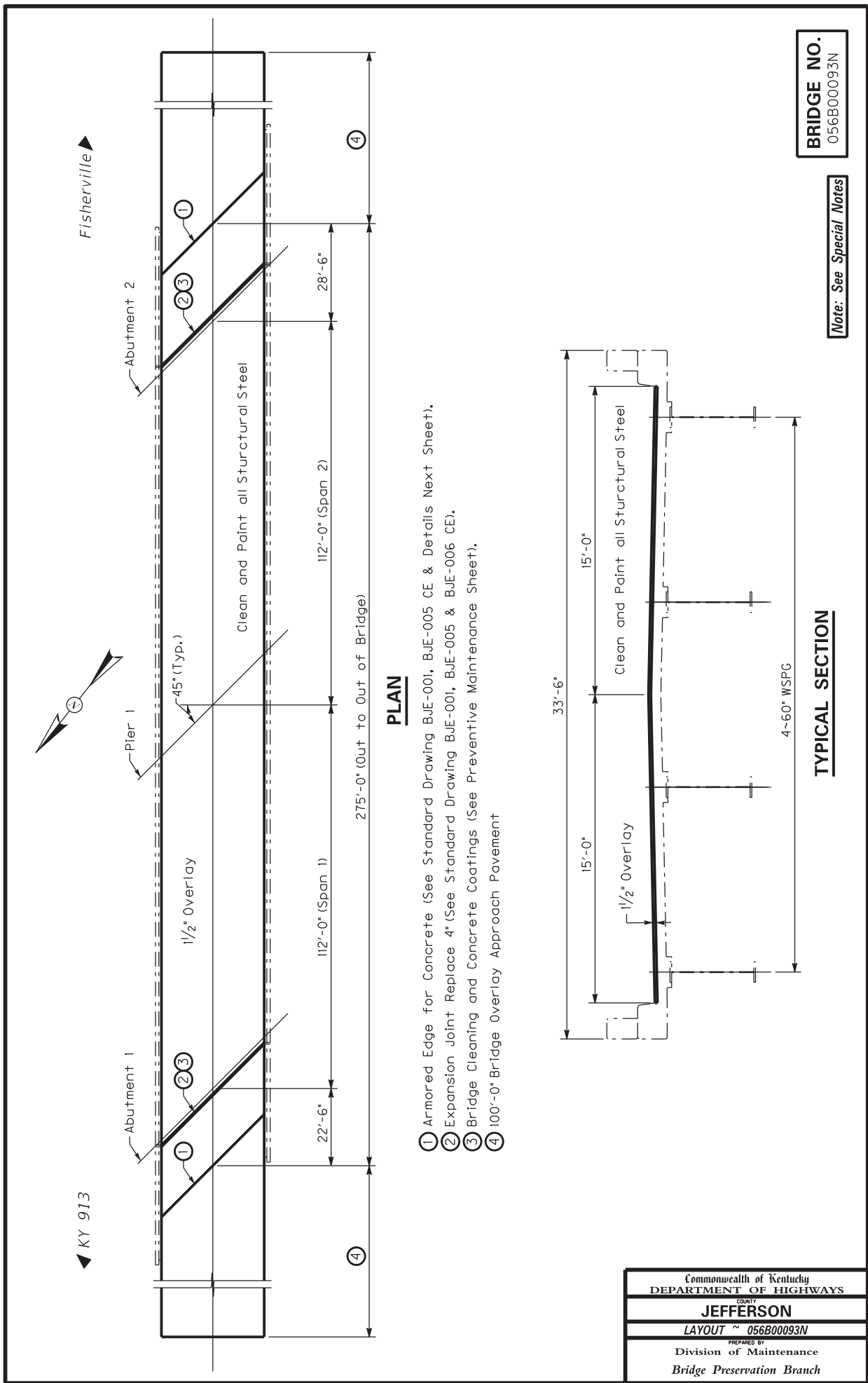
SECTION C-C
(Existing)

SECTION D-D
(Proposed Encasement)

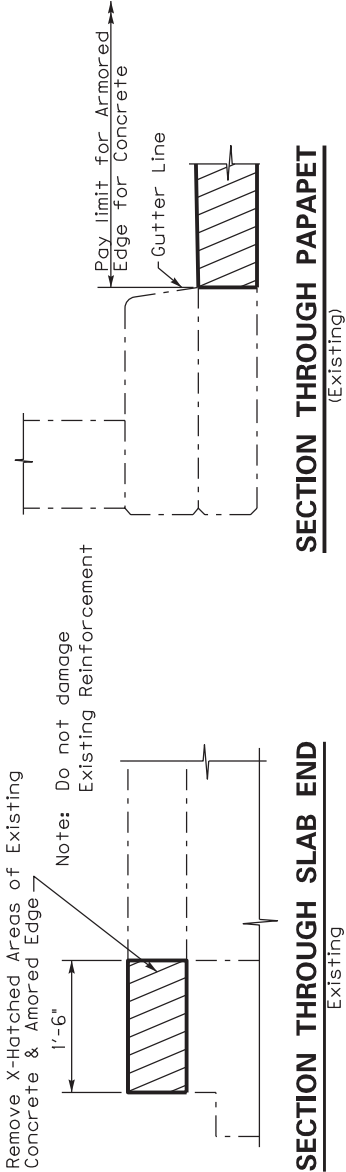
BRIDGE NO.
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Note: See Special Notes

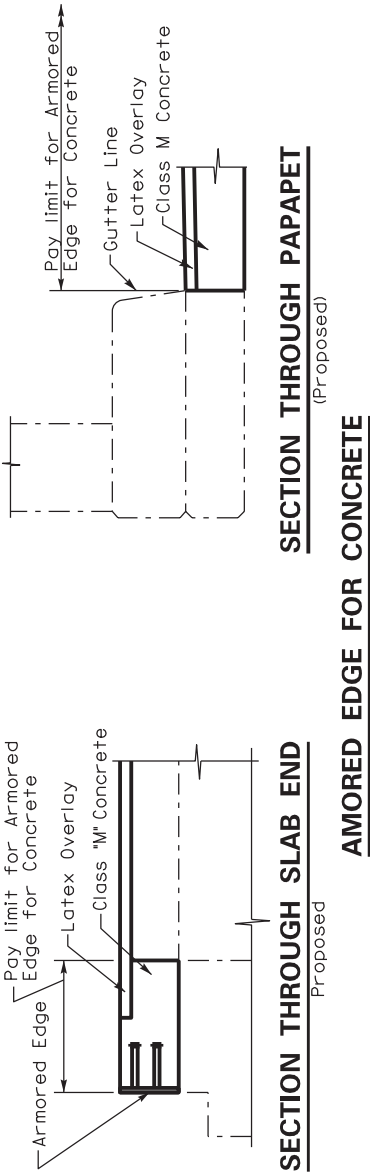


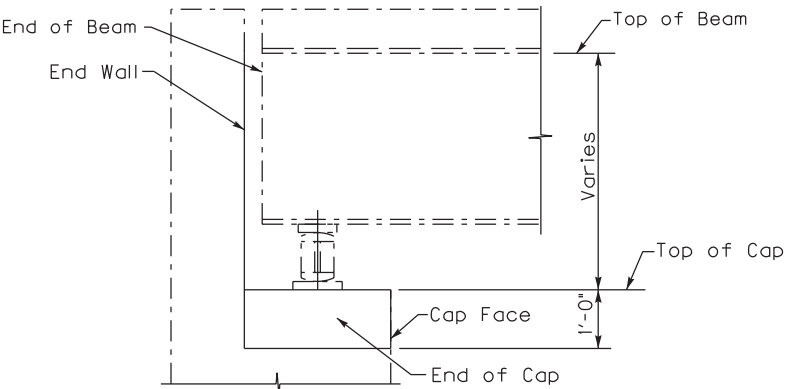


BRIDGE NO.
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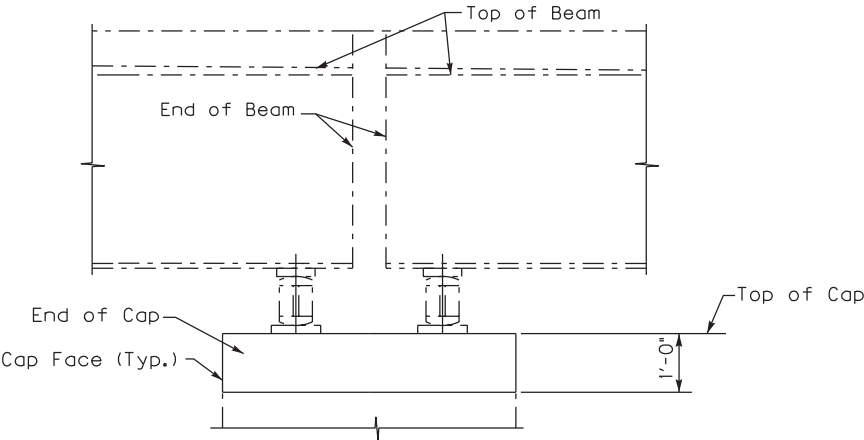


Note: See Standard Drawings
BJE-001 and BJE-005 for
Additional Notes and Details.





SECTION THROUGH END BENT CAP AND BEAM END



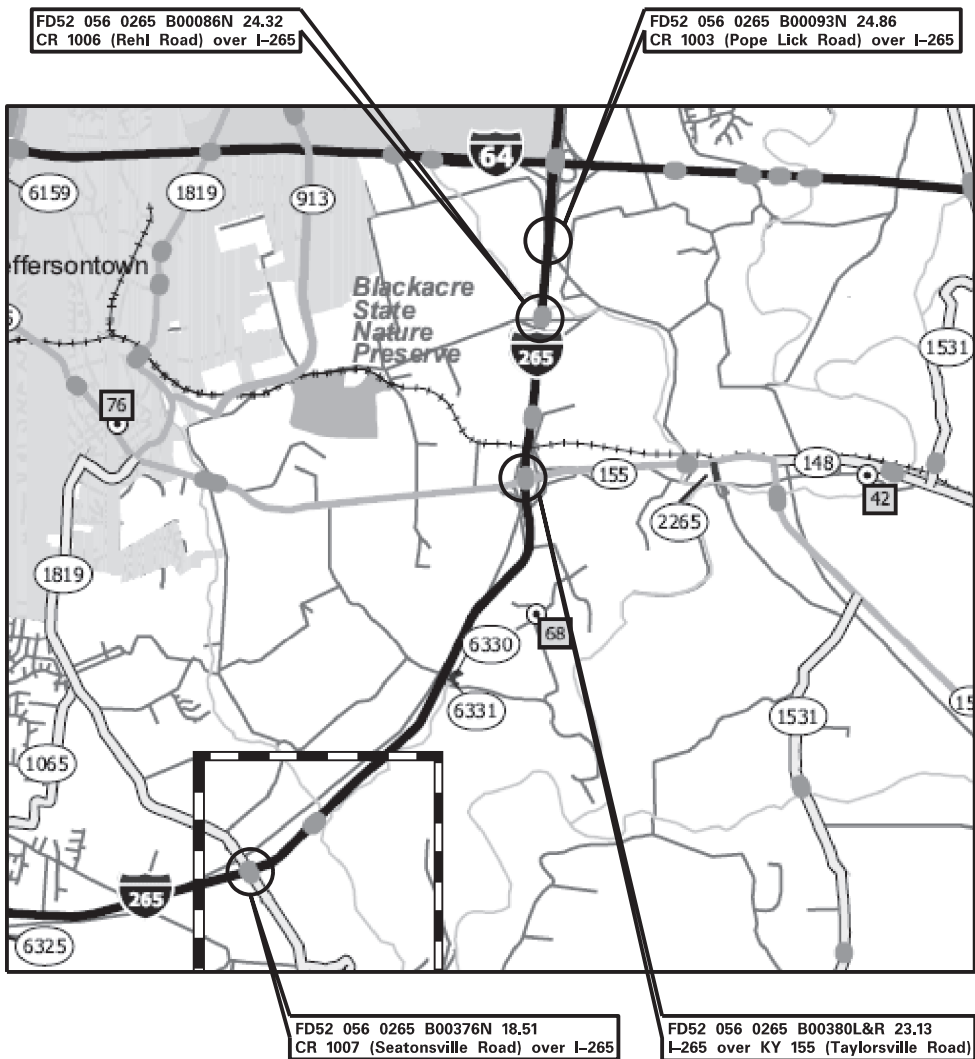
SECTION THROUGH PIER CAP

PREVENTIVE MAINTENANCE

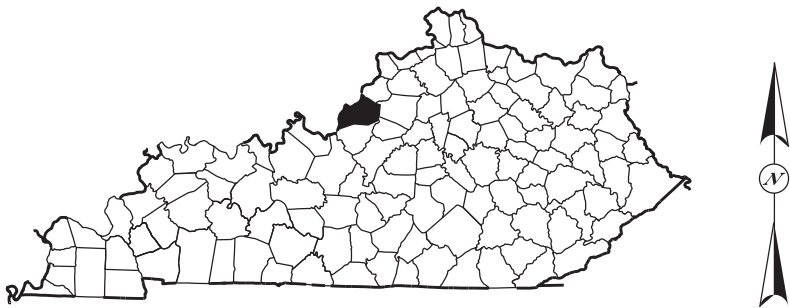
Front Face of End Wall, Top and Face of Cap the Entire Length of Cap including Cap Ends shall have debris removed pressure washed and have concrete coating applied as specified within the limits shown.

Note: See Special Notes

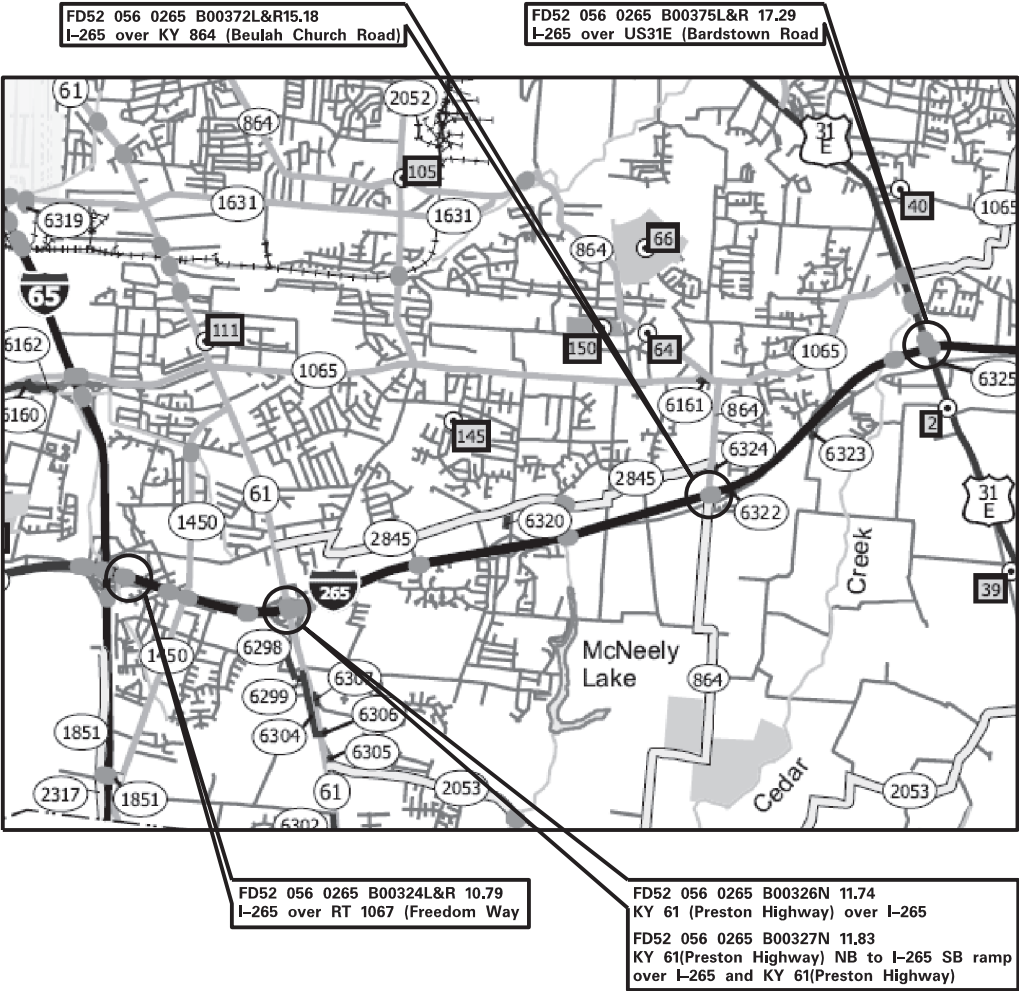
Commonwealth of Kentucky
DEPARTMENT OF HIGHWAYS
COUNTY
JEFFERSON
PREPARED BY
Division of Maintenance
Bridge Preservation Branch



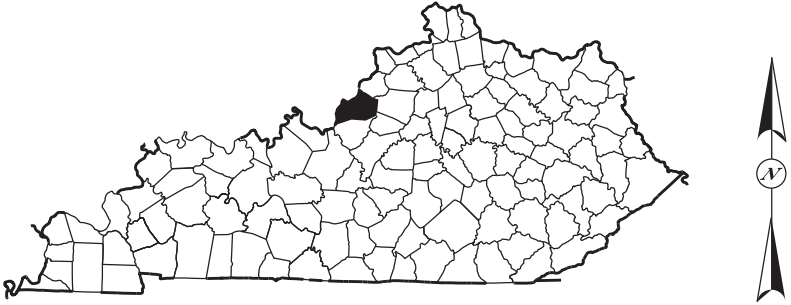
LOCATION MAP ~ JEFFERSON COUNTY



Commonwealth of Kentucky
DEPARTMENT OF HIGHWAYS
COUNTY
JEFFERSON
LOCATION MAP
PREPARED BY
Division of Maintenance
Bridge Preservation Branch



LOCATION MAP ~ JEFFERSON COUNTY



Commonwealth of Kentucky
DEPARTMENT OF HIGHWAYS
COUNTY
JEFFERSON
LOCATION MAP
PREPARED BY
Division of Maintenance
Bridge Preservation Branch

PART II

SPECIFICATIONS AND STANDARD DRAWINGS

STANDARD SPECIFICATIONS

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

SUPPLEMENTAL SPECIFICATIONS

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

PART III

EMPLOYMENT, WAGE AND RECORD REQUIREMENTS

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

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

- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

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

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

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

- a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

- a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.
- b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
 - (1) Withholding monthly progress payments;
 - (2) Assessing sanctions;
 - (3) Liquidated damages; and/or
 - (4) Disqualifying the contractor from future bidding as non-responsible.
- c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

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

1. Minimum wages (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Withholding (29 CFR 5.5)

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

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

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

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

3. Records and certified payrolls (29 CFR 5.5)

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

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

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

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

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

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

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

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

- (i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;
- (ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and
- (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

3. Withholding for unpaid wages and liquidated damages

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

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

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

3. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general 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: KY20230038 10/20/2023

Superseded General Decision Number: KY20220038

State: Kentucky

Construction Type: Highway

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

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

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

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

conformance request.

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

Modification Number	Publication Date
0	01/06/2023
1	02/10/2023
2	02/24/2023
3	06/09/2023
4	07/14/2023
5	07/21/2023
6	09/08/2023
7	09/29/2023
8	10/20/2023

BRIN0004-003 06/01/2023

BRECKENRIDGE COUNTY

	Rates	Fringes
BRICKLAYER.....	\$ 34.17	19.60

BRKY0001-005 06/01/2023		

BULLITT, CARROLL, GRAYSON, HARDIN, HENRY, JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, & TRIMBLE COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 33.48	15.92

BRKY0002-006 06/01/2023		

BRACKEN, GALLATIN, GRANT, MASON & ROBERTSON COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 33.48	15.92

BRKY0007-004 06/01/2023		

BOYD, CARTER, ELLIOT, FLEMING, GREENUP, LEWIS & ROWAN COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 39.46	20.14

BRKY0017-004 06/01/2023		

ANDERSON, BATH, BOURBON, BOYLE, CLARK, FAYETTE, FRANKLIN, HARRISON, JESSAMINE, MADISON, MERCER, MONTGOMERY, NICHOLAS, OWEN, SCOTT, WASHINGTON & WOODFORD COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 33.48	15.92

CARP0064-001 04/01/2023		

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

ELEC0212-008 06/07/2022		

BRACKEN, GALLATIN and GRANT COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 33.29	20.05

ELEC0212-014 11/28/2022		

BRACKEN, GALLATIN & GRANT COUNTIES:

	Rates	Fringes
Sound & Communication Technician.....	\$ 26.70	13.41

ELEC0317-012 05/29/2023		

BOYD, CARTER, ELLIOT & ROWAN COUNTIES:

	Rates	Fringes
ELECTRICIAN (Wiremen).....	\$ 37.15	22.73

ELEC0369-007 06/01/2022		

ANDERSON, BATH, BOURBON, BOYLE, BRECKINRIDGE, BULLITT, CARROLL,
CLARK, FAYETTE, FRAONKLIN, GRAYSON, HARDIN, HARRISON, HENRY,
JEFFERSON, JESSAMINE, LARUE, MADISON, MARION, MEADE, MERCER,
MONTGOMERY, NELSON, NICHOLAS, OLDHAM, OWEN, ROBERTSON, SCOTT,
SHELBY, SPENCER, TRIMBLE, WASHINGTON, & WOODFORD COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 34.60	19.57

ELEC0575-002 11/21/2022		

FLEMING, GREENUP, LEWIS & MASON COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 36.00	21.14

ENGI0181-018 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 leads equals or exceeds 150 ft. - \$1.00 over Group 1 rate

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

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

IRON0044-009 06/01/2023

BRACKEN, GALLATIN, GRANT, HARRISON, ROBERTSON,
BOURBON (Northern third, including Townships of Jackson,
Millersburg, Ruddel Mills & Shawhan);

CARROLL (Eastern third, including the Township of Ghent);
FLEMING (Western part, excluding Townships of Beechburg, Colfax, Elizaville, Flemingsburg, Flemingsburg Junction, Foxport, Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills, Nepton, Pecksridge, Plummers Landing, Plummers Mill, Poplar Plains, Ringos Mills, Tilton & Wallingford);
MASON (Western two-thirds, including Townships of Dover, Lewisburg, Mays Lick, Maysville, Minerva, Moranburg, Murphysville, Ripley, Sardis, Shannon, South Ripley & Washington);
NICHOLAS (Townships of Barefoot, Barterville, Carlisle, Ellisville, Headquarters, Henryville, Morningglory, Myers & Oakland Mills);
OWEN (Townships of Beechwood, Bromley, Fairbanks, Holbrook, Jonesville, Long Ridge, Lusby's Mill, New, New Columbus, New Liberty, Owenton, Poplar Grove, Rockdale, Sanders, Teresita & Wheatley);
SCOTT (Northern two-thirds, including Townships of Biddle, Davis, Delaplain, Elmville, Longlick, Muddy Ford, Oxford, Rogers Gap, Sadieville, Skinnersburg & Stonewall)

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 30.75	22.70
Structural.....	\$ 32.37	22.70

IRON0070-006 06/01/2023		

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

	Rates	Fringes
IRONWORKER.....	\$ 32.59	24.50

IRON0769-007 06/01/2023		

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

	Rates	Fringes
IRONWORKER		
ZONE 1.....	\$ 36.16	28.34
ZONE 2.....	\$ 36.56	28.34
ZONE 3.....	\$ 38.16	28.34

ZONE 1 - (no base rate increase) Up to 10 mile radius of Union Hall, 1643 Greenup Ave, Ashland, KY.

ZONE 2 - (add \$0.40 per hour to base rate) 10 to 50 mile radius of Union Hall, 1643 Greenup Ave, Ashland, KY.

ZONE 3 - (add \$2.00 per hour to base rate) 50 mile radius & over of Union Hall, 1643 Greenup Ave, Ashland, KY.

* LAB00189-003 07/01/2023

BATH, BOURBON, BOYD, BOYLE, BRACKEN, CARTER, CLARK, ELLIOTT, FAYETTE, FLEMING, FRANKLIN, GALLATIN, GRANT, GREENUP, HARRISON, JESSAMINE, LEWIS, MADISON, MASON, MERCER, MONTGOMERY, NICHOLAS, OWEN, ROBERTSON, ROWAN, SCOTT, & WOOLFORD COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 23.96	17.57
GROUP 2.....	\$ 24.21	17.57
GROUP 3.....	\$ 24.26	17.57
GROUP 4.....	\$ 24.86	17.57

LABORERS CLASSIFICATIONS

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

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

GROUP 3 - Asphalt Luteman & Raker; Gunnite Nozzleman; Gunnite Operator & Mixer; Grout Pump Operator; Side Rail

Setter; Rail Paved Ditches; Screw Operator; Tunnel (Free Air); Water Blaster

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

* LAB00189-008 07/01/2023

ANDERSON, BULLITT, CARROLL, HARDIN, HENRY, JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE & WASHINGTON COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 23.96	17.57
GROUP 2.....	\$ 24.21	17.57
GROUP 3.....	\$ 24.26	17.57
GROUP 4.....	\$ 24.86	17.57

LABORERS CLASSIFICATIONS

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

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

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

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

* LAB00189-009 07/01/2023

BRECKINRIDGE & GRAYSON COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 23.96	17.57
GROUP 2.....	\$ 24.21	17.57
GROUP 3.....	\$ 24.26	17.57
GROUP 4.....	\$ 24.86	17.57

LABORERS CLASSIFICATIONS

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

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

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

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

PAIN0012-005 06/11/2005

BATH, BOURBON, BOYLE, CLARK, FAYETTE, FLEMING, FRANKLIN, HARRISON, JESSAMINE, MADISON, MERCER, MONTGOMERY, NICHOLAS, ROBERTSON, SCOTT & WOODFORD COUNTIES:

	Rates	Fringes
PAINTER		

Bridge/Equipment Tender and/or Containment Builder..	\$ 18.90	5.90
Brush & Roller.....	\$ 21.30	5.90
Elevated Tanks; Steeplejack Work; Bridge & Lead Abatement.....	\$ 22.30	5.90
Sandblasting & Waterblasting.....	\$ 22.05	5.90
Spray.....	\$ 21.80	5.90

PAIN0012-017 05/01/2015		

BRACKEN, GALLATIN, GRANT, MASON & OWEN COUNTIES:

	Rates	Fringes
PAINTER (Heavy & Highway Bridges - Guardrails - Lightpoles - Striping)		
Bridge Equipment Tender and Containment Builder.....	\$ 20.73	9.06
Brush & Roller.....	\$ 23.39	9.06
Elevated Tanks; Steeplejack Work; Bridge & Lead Abatement.....	\$ 24.39	9.06
Sandblasting & Water Blasting.....	\$ 24.14	9.06
Spray.....	\$ 23.89	9.06

PAIN0118-004 06/01/2018		

ANDERSON, BRECKINRIDGE, BULLITT, CARROLL, GRAYSON, HARDIN,
HENRY, JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY,
SPENCER, TRIMBLE & WASHINGTON COUNTIES:

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 22.00	12.52
Spray, Sandblast, Power Tools, Waterblast & Steam Cleaning.....	\$ 23.00	12.52

PAIN1072-003 12/01/2022		

BOYD, CARTER, ELLIOTT, GREENUP, LEWIS and ROWAN COUNTIES

	Rates	Fringes
Painters:		
Bridges; Locks; Dams; Tension Towers & Energized Substations.....	\$ 35.06	23.35
Power Generating Facilities.	\$ 31.82	23.35

PLUM0248-003 06/01/2023		

BOYD, CARTER, ELLIOTT, GREENUP, LEWIS & ROWAN COUNTIES:

	Rates	Fringes
Plumber and Steamfitter.....	\$ 41.00	22.95

PLUM0392-007 06/01/2023		

BRACKEN, CARROLL (Eastern Half), GALLATIN, GRANT, MASON, OWEN &
ROBERTSON COUNTIES:

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 38.62	25.73

PLUM0502-003 08/01/2021		

BRECKINRIDGE, BULLITT, CARROLL (Western Half), FRANKLIN
(Western three-fourths), GRAYSON, HARDIN, HENRY, JEFFERSON,
LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE &
WASHINGTON COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 38.07	20.78

SUKY2010-160 10/08/2001		

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 16.57	7.34
GROUP 2.....	\$ 16.68	7.34
GROUP 3.....	\$ 16.86	7.34
GROUP 4.....	\$ 16.96	7.34

TRUCK DRIVER CLASSIFICATIONS

- GROUP 1 - Mobile Batch Truck Tender
- GROUP 2 - Greaser; Tire Changer; & Mechanic Tender
- GROUP 3 - Single Axle Dump; Flatbed; Semi-trailer or Pole Trailer when used to pull building materials and equipment; Tandem Axle Dump; Distributor; Mixer; & Truck Mechanic
- GROUP 4 - Euclid & Other Heavy Earthmoving Equipment & Lowboy; Articulator Cat; 5-Axle Vehicle; Winch & A-Frame when used in transporting materials; Ross Carrier; Forklift when used to transport building materials; & Pavement Breaker

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).

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.

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 DECISION

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Fringe benefit amounts are applicable for all hours worked except when otherwise noted.

No laborer, workman or mechanic shall be paid at a rate less than that of a Journeyman except those classified as bona fide apprentices.

Apprentices or trainees shall be permitted to work as such subject to Administrative Regulations adopted by the Commissioner of Workplace Standards. Copies of these regulations will be furnished upon request from any interested person.

Before using apprentices on the job the contractor shall present to the Contracting Officer written evidence of registration of such employees in a program of a State apprenticeship and training agency approved and recognized by the U. S. Bureau of Apprenticeship and Training. In the absence of such a State agency, the contractor shall submit evidence of approval and registration by the U. S. Bureau of Apprenticeship and Training.

The contractor shall submit to the Contracting Officer, written evidence of the established apprenticeship-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

**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:

GOALS FOR MINORITY PARTICIPATION IN EACH TRADE	GOALS FOR FEMALE PARTICIPATION IN EACH TRADE
11.2%	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
Construction Award Email: OFCCP-SE-ConstructionAward@dol.gov**

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is Jefferson County.
- (Revised: 1/1/2023)

PART IV

INSURANCE

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

PART V

BID ITEMS

Section: 0001 - MAINTAIN AND CONTROL TRAFFIC

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	02650		MAINTAIN & CONTROL TRAFFIC APPLIES TO 056B00086N	1.00	LS		\$	
0020	02650		MAINTAIN & CONTROL TRAFFIC APPLIES TO 056B00093N	1.00	LS		\$	
0030	02650		MAINTAIN & CONTROL TRAFFIC APPLIES TO 056B00324L	1.00	LS		\$	
0040	02650		MAINTAIN & CONTROL TRAFFIC APPLIES TO 056B00324R	1.00	LS		\$	
0050	02650		MAINTAIN & CONTROL TRAFFIC APPLIES TO 056B00326N	1.00	LS		\$	
0060	02650		MAINTAIN & CONTROL TRAFFIC APPLIES TO 056B00327N	1.00	LS		\$	
0070	02650		MAINTAIN & CONTROL TRAFFIC APPLIES TO 056B00372L	1.00	LS		\$	
0080	02650		MAINTAIN & CONTROL TRAFFIC APPLIES TO 056B00372R	1.00	LS		\$	
0090	02650		MAINTAIN & CONTROL TRAFFIC APPLIES TO 056B00375L	1.00	LS		\$	
0100	02650		MAINTAIN & CONTROL TRAFFIC APPLIES TO 056B00375R	1.00	LS		\$	
0110	02650		MAINTAIN & CONTROL TRAFFIC APPLIES TO 056B00376N	1.00	LS		\$	
0120	02650		MAINTAIN & CONTROL TRAFFIC APPLIES TO 056B00380L	1.00	LS		\$	
0130	02650		MAINTAIN & CONTROL TRAFFIC APPLIES TO 056B00380R	1.00	LS		\$	
0140	02671		PORTABLE CHANGEABLE MESSAGE SIGN	26.00	EACH		\$	
0150	26136EC		PORTABLE QUEUE WARNING ALERT SYSTEM	19.50	MONT		\$	
0160	26137EC		QUEUE WARNING PCMS	58.50	MONT		\$	
0170	26138EC		QUEUE WARNING PORTABLE RADAR SENSORS	58.50	MONT		\$	

Section: 0002 - BRIDGES - 056B00324L

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0180	08434		CLEAN & PAINT STRUCTURAL STEEL	1.00	LS		\$	
0190	23386EC		JOINT SEAL REPLACEMENT	158.40	LF		\$	
0200	24981EC		BRIDGE CLEANING -	1.00	LS		\$	
0210	24982EC		CONCRETE COATING -	1.00	LS		\$	

Section: 0003 - BRIDGES - 056B00324R

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0220	08434		CLEAN & PAINT STRUCTURAL STEEL	1.00	LS		\$	
0230	23386EC		JOINT SEAL REPLACEMENT	158.40	LF		\$	

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LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0240	24981EC		BRIDGE CLEANING -	1.00	LS		\$	
0250	24982EC		CONCRETE COATING -	1.00	LS		\$	

Section: 0004 - BRIDGES - 056B00326N

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0260	03295		EXPAN JOINT REPLACE 2 IN	200.00	LF		\$	
0270	03299		ARMORED EDGE FOR CONCRETE	200.00	LF		\$	
0280	08150		STEEL REINFORCEMENT	540.00	LB		\$	
0290	08434		CLEAN & PAINT STRUCTURAL STEEL	1.00	LS		\$	
0300	24981EC		BRIDGE CLEANING -	1.00	LS		\$	
0310	24982EC		CONCRETE COATING -	1.00	LS		\$	

Section: 0005 - BRIDGES - 056B00327N

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0320	08434		CLEAN & PAINT STRUCTURAL STEEL	1.00	LS		\$	
0330	24981EC		BRIDGE CLEANING -	1.00	LS		\$	
0340	24982EC		CONCRETE COATING -	1.00	LS		\$	

Section: 0006 - BRIDGES - 056B00372L

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0350	08434		CLEAN & PAINT STRUCTURAL STEEL	1.00	LS		\$	
0360	23166ED		BEARING RETAINER	10.00	EACH		\$	
0370	23386EC		JOINT SEAL REPLACEMENT	87.20	LF		\$	
0380	24981EC		BRIDGE CLEANING -	1.00	LS		\$	
0390	24982EC		CONCRETE COATING -	1.00	LS		\$	

Section: 0007 - BRIDGES - 056B00372R

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0400	08434		CLEAN & PAINT STRUCTURAL STEEL	1.00	LS		\$	
0410	23166ED		BEARING RETAINER	10.00	EACH		\$	
0420	23386EC		JOINT SEAL REPLACEMENT	87.20	LF		\$	
0430	24981EC		BRIDGE CLEANING -	1.00	LS		\$	
0440	24982EC		CONCRETE COATING -	1.00	LS		\$	

Section: 0008 - BRIDGES - 056B00375L

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0450	03294		EXPAN JOINT REPLACE 1 1/2 IN	51.70	LF		\$	
0460	03296		EXPAN JOINT REPLACE 2 1/2 IN	55.20	LF		\$	
0470	03299		ARMORED EDGE FOR CONCRETE	106.90	LF		\$	
0480	08150		STEEL REINFORCEMENT	270.00	LB		\$	
0490	08434		CLEAN & PAINT STRUCTURAL STEEL	1.00	LS		\$	
0500	24981EC		BRIDGE CLEANING -	1.00	LS		\$	
0510	24982EC		CONCRETE COATING -	1.00	LS		\$	

Section: 0009 - BRIDGES - 056B00375R

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0520	03294		EXPAN JOINT REPLACE 1 1/2 IN	52.20	LF		\$	
0530	03296		EXPAN JOINT REPLACE 2 1/2 IN	55.60	LF		\$	
0540	03299		ARMORED EDGE FOR CONCRETE	107.80	LF		\$	
0550	08150		STEEL REINFORCEMENT	270.00	LB		\$	
0560	08434		CLEAN & PAINT STRUCTURAL STEEL	1.00	LS		\$	
0570	24981EC		BRIDGE CLEANING -	1.00	LS		\$	
0580	24982EC		CONCRETE COATING -	1.00	LS		\$	

Section: 0010 - BRIDGES - 056B00376N

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0590	03295		EXPAN JOINT REPLACE 2 IN	87.40	LF		\$	
0600	03299		ARMORED EDGE FOR CONCRETE	87.40	LF		\$	
0610	08150		STEEL REINFORCEMENT	270.00	LB		\$	
0620	08434		CLEAN & PAINT STRUCTURAL STEEL	1.00	LS		\$	
0630	24981EC		BRIDGE CLEANING -	1.00	LS		\$	
0640	24982EC		CONCRETE COATING -	1.00	LS		\$	

Section: 0011 - BRIDGES - 056B00380L

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0650	03293		EXPAN JOINT REPLACE 1 IN	41.10	LF		\$	
0660	03296		EXPAN JOINT REPLACE 2 1/2 IN	41.10	LF		\$	
0670	08100		CONCRETE-CLASS A	12.00	CUYD		\$	
0680	08150		STEEL REINFORCEMENT	3,640.00	LB		\$	
0690	08434		CLEAN & PAINT STRUCTURAL STEEL	1.00	LS		\$	
0700	22146EN		CONCRETE PATCHING REPAIR	40.00	SQFT		\$	

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PROPOSAL BID ITEMS

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LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0710	24440EC		REMOVE SUBSTRUCTURE CONCRETE	7.00	CUYD		\$	
0720	24981EC		BRIDGE CLEANING -	1.00	LS		\$	
0730	24982EC		CONCRETE COATING -	1.00	LS		\$	
0740	26141EC		GALVANIC ANODE TYPE 2-LV SLIM	868.00	EACH		\$	
0750	26141EC		GALVANIC ANODE TYPE DAS	144.00	EACH		\$	

Section: 0012 - BRIDGES - 056B00380R

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0760	03293		EXPAN JOINT REPLACE 1 IN	41.10	LF		\$	
0770	03296		EXPAN JOINT REPLACE 2 1/2 IN	41.10	LF		\$	
0780	08100		CONCRETE-CLASS A	12.00	CUYD		\$	
0790	08150		STEEL REINFORCEMENT	3,640.00	LB		\$	
0800	08434		CLEAN & PAINT STRUCTURAL STEEL	1.00	LS		\$	
0810	22146EN		CONCRETE PATCHING REPAIR	40.00	SQFT		\$	
0820	24440EC		REMOVE SUBSTRUCTURE CONCRETE	7.00	CUYD		\$	
0830	24981EC		BRIDGE CLEANING -	1.00	LS		\$	
0840	24982EC		CONCRETE COATING -	1.00	LS		\$	
0850	26141EC		GALVANIC ANODE TYPE 2-LV SLIM	868.00	EACH		\$	
0860	26141EC		GALVANIC ANODE TYPE-DAS	144.00	EACH		\$	

Section: 0013 - BRIDGES - 056B00086N

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0870	08434		CLEAN & PAINT STRUCTURAL STEEL	1.00	LS		\$	
0880	23386EC		JOINT SEAL REPLACEMENT	60.20	LF		\$	
0890	24981EC		BRIDGE CLEANING -	1.00	LS		\$	
0900	24982EC		CONCRETE COATING -	1.00	LS		\$	

Section: 0014 - BRIDGES - 056B00093N

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0910	03298		EXPAN JOINT REPLACE 4 IN	85.00	LF		\$	
0920	03299		ARMORED EDGE FOR CONCRETE	85.00	LF		\$	
0930	03304		BRIDGE OVERLAY APPROACH PAVEMENT	667.00	SQYD		\$	
0940	06514		PAVE STRIPING-PERM PAINT-4 IN	1,900.00	LF		\$	
0950	08150		STEEL REINFORCEMENT	540.00	LB		\$	
0960	08434		CLEAN & PAINT STRUCTURAL STEEL	1.00	LS		\$	
0970	08504		EPOXY SAND SLURRY	158.00	SQYD		\$	

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LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0980	08526		CONC CLASS M FULL DEPTH PATCH	7.00	CUYD		\$	
0990	08534		CONCRETE OVERLAY-LATEX	38.20	CUYD		\$	
1000	08549		BLAST CLEANING	1,075.00	SQYD		\$	
1010	08551		MACHINE PREP OF SLAB	917.00	SQYD		\$	
1020	24094EC		PARTIAL DEPTH PATCHING	31.00	CUYD		\$	
1030	24981EC		BRIDGE CLEANING -	1.00	LS		\$	
1040	24982EC		CONCRETE COATING -	1.00	LS		\$	

Section: 0015 - MOBILIZATION/DEMOBILIZATION

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1050	02568		MOBILIZATION	1.00	LS		\$	
1060	02569		DEMOBILIZATION	1.00	LS		\$	