



**CALL NO. 202**

**CONTRACT ID. 232989**

**FRANKLIN COUNTY**

**FED/STATE PROJECT NUMBER 037GR23M054**

**DESCRIPTION LOUISVILLE-LEXINGTON ROAD (I-64)**

**WORK TYPE BRIDGE REPAIR MISCELLANEOUS WORK**

**PRIMARY COMPLETION DATE 11/15/2024**

**LETTING DATE: August 24,2023**

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN DAYLIGHT TIME August 24,2023. Bids will be publicly announced at 10:00 AM EASTERN DAYLIGHT TIME.

**NO PLANS ASSOCIATED WITH THIS PROJECT.**

**DBE CERTIFICATION REQUIRED - 0%**

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

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

ADMINISTRATIVE DISTRICT - 05

CONTRACT ID - 232989  
037GR23M054  
COUNTY - FRANKLIN  
PCN - MB03700642301  
FBP 0644(099)

LOUISVILLE-LEXINGTON ROAD (I-64) BRIDGE 037B00052L OVER KENTUCKY RIVER AND KY 1263 AT MP 55.40BRIDGE REPAIR MISCELLANEOUS WORK SYP NO. 05-10042.00.  
GEOGRAPHIC COORDINATES LATITUDE 38:09:43.00 LONGITUDE 84:51:07.00  
ADT  
PCN - MB03700642302  
FBP 0644(097)

LOUISVILLE-LEXINGTON ROAD (I-64) BRIDGE 037B00052R OVER KENTUCKY RIVER AND KY 1263 AT MP 55.46BRIDGE REPAIR MISCELLANEOUS WORK SYP NO. 05-10043.00.  
GEOGRAPHIC COORDINATES LATITUDE 38:09:39.00 LONGITUDE 84:51:06.00  
ADT

COMPLETION DATE(S):  
COMPLETED BY 11/15/2024                      APPLIES TO ENTIRE CONTRACT

## **CONTRACT NOTES**

### **PROPOSAL ADDENDA**

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

### **BID SUBMITTAL**

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

### **JOINT VENTURE BIDDING**

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

### **UNDERGROUND FACILITY DAMAGE PROTECTION**

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

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

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

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

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

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

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

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

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

### **HARDWOOD REMOVAL RESTRICTIONS**

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

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

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

### **ACCESS TO RECORDS**

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

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

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

### **BUILD AMERICA, BUY AMERICA ACT (BABA)**

On November 15, 2021, President Biden signed into law the Infrastructure Investment and Jobs Act (IIJA), Pub. L. No. 117-58, includes the Build America, Buy America Act (“the Act”). Pub. L. No. 117-58, §§70901-52. The Act strengthens the Buy America preference to include “construction materials.” The current temporary waiver for **“construction materials”** will expire on November 10, 2022.

The Act will apply to construction materials as outlined in the guidance issued in OMB [M-22-11](#).

Construction Materials – Includes an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives – that is or consists primarily of:

- Non-ferrous metals
- Plastic/polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- Glass (including optic glass);
- Lumber; or
- Drywall.

Construction Materials only applies to items, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project.

Construction Materials does not apply to tools, equipment or supplies brought to the jobsite and removed before completion.

### **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.

February 1, 2023

## **FEDERAL CONTRACT NOTES**

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

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

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

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

### **NOTICE TO ALL BIDDERS**

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

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

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

### **SECOND TIER SUBCONTRACTS**

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

### **DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

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

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

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

### **DBE GOAL**

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

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

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

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

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

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

### **CERTIFICATION OF CONTRACT GOAL**

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

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

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

### **DBE PARTICIPATION PLAN**

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

The DBE Participation Plan shall include the following:

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

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

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

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

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

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

**CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS**

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

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

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

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

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

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

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

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

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

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

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

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

### **PROMPT PAYMENT**

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

### **CONTRACTOR REPORTING**

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 7 is expanded by the following new Article:

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

Pursuant to Title 46CFR Part 381, the Contractor agrees

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

**SPECIAL NOTES  
DISTRICT NO. 5  
BRIDGE REPAIRS  
FRANKLIN COUNTY  
ITEM NOS. 05-10042.00 AND 05-10043.00  
FPB 0644 (098) AND FPB 0644 (097)  
CID 232989 ~ 037GR23M054**

**FD52 037 0064 055-056**

I-64 WB over KY River and KY 1659 (Glens Creek Road) **037B00052L**

**Geographic Coordinates**

Latitude – 38° 09’ 43.00’’  
Longitude – 084° 51’ 07.00’’

**Description**

225’-315’225’ Steel Girder Spans, Drawing Nos. 14060, 14183, 14254

**FD52 037 0064 055-056**

I-64 EB over KY River and KY 1659 (Glens Creek Road) **037B00052R**

**Geographic Coordinates**

Latitude – 38° 09’ 39.00’’  
Longitude – 084° 51’ 06.00’’

**Description**

225’-315’225’ Steel Girder Spans, Drawing Nos. 14060, 14183, 14254

## **SPECIAL NOTES FOR BRIDGE STEEL REPAIRS**

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

SPECIAL NOTE FOR MAINTAIN AND CONTROLLING TRAFFIC

SPECIAL NOTE FOR PORTABLE QUEUE WARNING SYSTEM

SPECIAL NOTE FOR TRAFFIC QUEUE VEHICLE

SPECIAL NOTE FOR STEEL REPAIR

SPECIAL NOTE FOR CRACK ARREST HOLES

SPECIAL NOTE FOR ELEMINATING TRANSVERSE JOINT ON BRIGES

SPECIAL NOTE FOR JOINT SEAL REPLACEMENT

SPECIAL NOTE FOR CONCRETE PATCHING REPAIR

SPECIAL NOTE FOR EPOXY INJECTION CRACK REPAIR

SPECIAL NOTE FOR CONCRETE COATING

SPECIAL NOTE FOR UTITIES AND SIGNS

SPECIAL NOTE FOR ADDITIONAL ENVIRONMENTAL COMMITMENTS

SPECIAL NOTE FOR AVOIDING STREAM IMPACTS TO THIS SPECIAL USE WATER

SPECIAL NOTE FOR SEASONAL TREE CLEARING RESTRICTION

SPECIAL NOTE FOR SEDIMENT PREVENTION AND EROSION CONTROL

SPECIAL NOTE FOR STRUCTURE REMOVEL AND RENOVATIONS

SPECIAL NOTE FOR AVOIDING STREAM IMPACTS FROM LEAD PAINT

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

- 1. COMPLETION DATE.** The Contractor may select a start date on this Contract any time after January 1, 2024. Once a start date is 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 time is assigned to each structure in this contract as shown below.

<u>WORK TO BE DONE</u>	<u>ALLOTTED TIME</u>	<u>COMPLETION DATE</u>
Expansion Joint Elimination/Sealing		
037B00052L	2~ 59-Hour Periods	November 15, 2024
037B00052R	2~ 59-Hour Periods	November 15, 2024
All Other Work		November 15, 2024

Contrary to Section 108.07.03, the Engineer will begin charging time during the timeframe established in the SPECIAL NOTE FOR MAINTAIN AND CONTROL TRAFFIC for a structure on the day the Contractor starts work or sets up traffic control on that structure. A **penalty of \$10,000 per 15 min period** will be assessed when the allotted 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**

**1. TRAFFIC CONTROL GENERAL**

Except as provided herein, traffic shall be maintained in accordance with the Standard Specifications (current edition), Section 112. Except for the roadway and traffic control bid items listed, all items of work necessary to maintain and control traffic will be paid at the lump sum bid price to “Maintain and Control Traffic”. Contrary to Section 106.01, traffic control devices used on this project may be new or used in new condition at the beginning of the work and maintained in like new condition until completion of the work.

**2. TRAFFIC COORDINATOR**

Furnish a Traffic Coordinator as per Section 112. The Traffic Coordinator shall inspect the project maintenance of traffic, at least three times daily, or as directed by the Engineer, during the Contractor’s operations and at any time a lane closure is in place. The personnel shall have access on the project to a radio or telephone to be used in case of emergencies or accidents. The Traffic Coordinator shall report all incidents throughout the work zone to the Engineer on the project. The Contractor shall furnish the name and telephone number where the Traffic Coordinator can be contacted at all times.

**3. SIGNS**

Contrary to Section 112.04.02, only long-term signs. (sign intended to be continuously in place for more than 3 days) will be measured for payment. Short term signs (signs intended to be left in place for 3 days or less) will not be measured for payment but will be incidental to Maintain and Control Traffic.

The contractor is to install warning signs for wide loads in advance of the bridge under the direction of the Engineer. See attached detailed drawings for signage and placement. The Department will not measure installation, maintenance, or removal for payment, and will consider these incidental to Maintain and Control Traffic.

**4. PROJECT PHASING & CONSTRUCTION PROCEDURES**

One lane of traffic shall be maintained on each bridge in accordance with Standard Drawing Nos. TTC- 115, TTC-120, RBM-120, and RBM-120 C.E.. The minimum clear lane width required is as follows:

<u>Structure</u>	<u>Clear Lane Width</u>
037B00052L	12’-0”
037B00052R	12’-0”

**5. 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.  
Traffic Queue Protection Vehicle(s) shall be used. See Special Note for Traffic Protection Vehicle.

**6. NARRITIVE.**

Two weekend single lane closures per structure (4 Total) will be allowed. All work to eliminate the transverse joints and replace the joint seals shall be completed during the

weekend single lane closures from **6:00pm on Friday to 5:00am** the following Monday (59 hours). Weekend lane closures shall be maintained in accordance with Standard Drawing Nos. TTC-120, RBM-115, and RBM-120 C.E.

All remaining structural steel below the structure deck shall be accessed from below the structure. At the discretion of the Engineer temporary single lane closures between **9:00 AM and 3:00 PM Sunday through Thursday** may be used. These lane closures shall be maintained in accordance with Standard Drawing No. TTC-115 C.E. No lane closure on the structure shall be permitted on the following days:

Memorial Day Weekend (Friday-Monday)  
Independence Day, when July 4<sup>th</sup> is on Tuesday, Wednesday, or Thursday; or  
Independence Day Weekend, when July 4<sup>th</sup> is on Monday (Saturday-Monday) or  
Friday (Friday-Sunday)  
Labor Day Weekend (Friday-Monday)

Bid Items and Units to Bid referenced in the Standard Drawings and listed here for Arrow Panel – Each, Lane Closure – Each, Delineator for Barrier Wall – M/W – Each, Delineator for Barrier Wall – M/Y – Each, Delineator for Barrier Wall – B/Y – Each, Delineator for Barrier Wall – B/W – Each, Concrete Barrier Wall Type 9T – LF, Relocate Temporary Concrete Barrier – LF, and Pavement Marker TY IVA (BW, BY, MW, MY) Temp – Each are all incidental and will be paid through the Maintain and Control Traffic Item.

## **7. MEASUREMENT.**

### **Maintain and Control Traffic:**

The Cabinet will measure this item by “Lump Sum”.

### **Temporary Signs (02562)**

The Cabinet will measure this item by “S.F.”

### **Portable Changeable Message Sign (02671)**

The Cabinet will measure this item by “Each”.

## **8. PAYMENT.**

### **Maintain and Control Traffic (02650):**

Payment at the contract unit price for “Lump Sum” is full compensation for all items to complete this work as specified.

### **Temporary Signs (02562)**

Payment at the contract unit price “S.F.” is full compensation for all items to complete this work as specified.

### **Portable Changeable Message Sign (02671)**

Payment at the contract unit price “Each” is full compensation for all items to complete this work 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 Traffic Queue Protection Vehicle

**1.0 DESCRIPTION.** Furnish, Operate, and Maintain Traffic Queue Protection Vehicle at locations and times described herein. The Queue Protection Vehicle is expected to alert motorists (inside and outside of project limits) of all stopped traffic caused by construction activities or incidents within the project limits.

**2.0 MATERIALS.** The contractor shall provide a minimum of one (1) queue protection vehicle for each traveling direction where traffic flow is reduced or modified in a manner where a queue could occur. One (1) additional queue protection vehicle shall be onsite in reserve. The Traffic Queue Protection Vehicle must fulfill the following minimum requirements:

1. A truck mounted attenuators that meets or exceeds NCHRP TL-3 requirements.
2. Four (4) round yellow strobe lights (with auto-dimmers) positioned rear facing
  - Two (2) mounted under rear bumper
  - Two (2) mounted at cab level
  - Visibility of strobe lights can not be deterred by attenuator
3. One (1) standard cab mounted light bar.
4. A truck mounted message board with a minimum of 3 Lines and 8 Characters per line.
5. Four Hour National Traffic Incident Management (TIM) Responder Training for Queue Truck Operators.

**3.0. CONSTRUCTION.** A queue will be defined as anytime that traffic traveling through the project is reduced to a speed of twenty (20) miles per hour or less. The following procedures will be followed when a traffic queue occurs until free flow traffic conditions are present:

- The queue protection vehicle shall be positioned no further than ½ mile upstream from the back of the slow moving traffic.
- The queue protection vehicle shall be positioned on the shoulder and clear of the traveled way so as not to impede traffic.
- The queue protection vehicle shall relocate as needed to maintain approximately ½ mile distance from the back of the slow moving traffic.
- The 2<sup>nd</sup> queue protection vehicle shall be held in reserve, on site, and support the primary vehicle if conditions prevent repositioning by reverse. This vehicle shall not be paid for idle time.
- Queue Protection Vehicles shall be kept in project limits during planned lane closures and other project activities expected to cause a queue. One Queue Protection Vehicle shall remain on the project at all times available to respond to incidents within the project limits in a timely manner.
- Queue length estimates and traffic conditions shall be reported to the KYTC project engineer or designee at the following periods:
  1. At 30 minute intervals
  2. At significant changes
  3. When free flow traffic is achieved
- The KYTC project engineer or designee will document all daily queue reports and provide these logs to the Director of Maintenance and Director of Construction at the end of each month.

The Queue Protection Vehicle shall be mobilized by the Project Engineer or designee for planned construction activities. For unplanned incidents mobilization should be initiated by the first person (KYTC’s or Contractor’s project staff) receiving notification of the queue.

4. MEASUREMENT.

**4.01 Queue Protection Vehicle.** The Department will measure the time from when the vehicle is in position protecting the queue until either free flow traffic is achieved or the vehicle is no longer protecting the queue, whichever occurs first. Idle time will not be paid. The Department will not measure mobilization, removal, maintenance, labor, fuel, or any additional items but will consider them all incidental to this item of work.

**4.02 Furnish Queue Protection Vehicles.** The Department will measure the quantity by each month the Engineer requires to have the Contractor furnish vehicles as defined in ‘2.0 Materials’ of this Special Note. The Department will not measure mobilization, removal, labor, fuel, or any additional items but will consider them all incidental to this item of work. Partial Months will be calculated as shown in the table below.

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. PAYMENT.

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
25075EC	Queue Protection Vehicle	Hour
25117EC	Furnish Queue Protection Vehicles	Month

## **SPECIAL NOTE FOR STEEL REPAIR**

**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 Steel Repairs. Section references are to the Standard Specifications. This work consists of the following: (1) Furnish all labor, materials, tools, and equipment, (2) Steel Repair (3) Any other work specified as part of this contract.

**2. MATERIALS.**

**A. Structural Steel**

ASTM Material, A709 Grade 50 Structural Steel Plates and Shapes. Minimum structural steel strength ~ 50,000 psi.

**B. High Strength Bolts**

All bolted connection shall be 7/8" diameter High Strength bolts conforming to F3125 Grade A325. Use High strength nuts, DTIs, and washers. All holes to be drilled 15/16" diameter. Galvanize all fasteners.

**C. Cleaning and Painting**

See Section 607 or ASTM A123 for Galvanize (for fabricated steel members) and ASTM A153 for galvanized hardware.

**3. CONSTRUCTION.**

**A. Steel Repair**

Complete these items as specified in this special note and shown in the attached detailed drawings.

**B. High Strength Bolts**

Install all high strength bolted field connections using "direct tension indicators" (DTIs) in accordance with the Standard Specifications and ASTM F959. Install DTIs under the bolt head with the bumps facing the underside of the bolt head. Place a hardened washer under the nut tension connection from the nut side. See section 607.03.03 for edge distance.

**C. Paint.**

**Existing Steel** ~ All existing faying surfaces where new steel is to be installed shall be cleaned and receive the prime coat as specified in Section 607. Level of cleaning shall be to an SSPC-SP 15 (Commercial Grade Power Tool Cleaning). All Power tools shall be equipped with vacuum shrouds and fitted with HEPA filters at their air exhausts. Maintain and operate all vacuum shrouded power tools to collect generated debris.

**New Steel** ~ All new structural steel and connection hardware shall be galvanized and in accordance ASTM A123 for Steel Members and ASTM A153 for hardware. New structural steel shall receive shop surface preparation and shop applied galvanizing. Necessary touch up/repair of the shop applied galvanizing on the new steel may be performed in the field. Faying surfaces shall receive only the prime coat. In lieu of painting all new steel shall be galvanized.

All items necessary to complete painting or galvanizing as specified in this note shall be considered incidental to unit price bid for "Steel Repair".

**D. Verifying Field Conditions**

Contractor shall field measure existing to match hole spacings and ensure plate sizes shown are correct. No payment shall be made for materials ordered or cut to match the dimensions shown that will not fit. All plates shall be field measured to ensure proper fit. Change dimensions as necessary to match existing conditions.

**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. Steel Repair.** The Department will measure the quantity for “Each” steel repair.

**5. PAYMENT.**

**A. Steel Repair (24879EC).** Payment at the contract unit price for “Each” is full compensation for furnishing and installing all material as specified.

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

## **SPECIAL NOTE FOR CRACK ARREST HOLES**

1. **DESCRIPTION.** Perform all work in accordance with the Kentucky Transportation Cabinet, Department of Highway's Standard Specifications for Road and Bridge Construction C.E., the Standard Drawings, this Note, and the attached detail drawings.

This work consists of the following repairs performed on each structure; 037B00052R and 037B00052L: (1) Furnish all labor, materials, tools, and equipment, (2) Clean areas near cracks using pencil abrasive blasting; (3) Locate tips of cracks with dye penetrant or magnetic particle testing and provide access for the Engineer to verify crack tips; (4) Drilling crack arrest holes; Any other work specified as part of this contract.

2. **MATERIALS.**

- A. **Cleaning and Painting**  
See Section 607.

3. **CONSTRUCTION.**

- A. **Steel web crack arrest.**

- i. **Inspection and Mechanized Access.** The Contractor shall provide access necessary for inspecting the structure to determine and document the location of the crack tips.

- ii.

The Contractor shall supply and maintain throughout the duration of the project all the necessary equipment, labor, and materials for the Contractor's forces and the Engineer to review and document the condition of all cracks in the specified details of the structure. Mechanized equipment may include, but is not limited to under bridge inspection units, fall protection, and/or other access and safety equipment required for use on mechanized, mobile systems. Materials may include, but are not limited to marking paint, as needed by the Engineer.

The Contractor shall assume liability for the safety of all authorized personnel using the equipment in its intended manner.

- iii. **Pencil Abrasive Blasting.** The pencil abrasive blasting referred to in the various notes shall conform to the following:

Clean the designated non-destructive testing (NDT) areas of all paint, rust, and foreign material by abrasive blasting to a surface quality equal to

SSPC-SP10 preparation grade SA 2 according to and as shown in SSPC-VIS 1-89. Since the intent of the pencil abrasive blasting is to enhance the visual and NDT crack detection techniques, a gentle abrasive blast shall be used such that the surface is not peened or otherwise cold worked. Perform the abrasive blasting using a maximum compressed air pressure of 100 psi, a hose nozzle diameter of 1/4" (+/- 1/16"), and a grade 30/60 coal slag abrasive or equivalent. Do not use blasting abrasives containing more than one percent free silica. Blasters used for surface preparation for structural steel coating cannot be used for pencil blasting. After the abrasive blasting is complete, air blow the area clean.

The Contractor shall demonstrate to the Engineer that pencil abrasive blasting can be satisfactorily performed according to the Specifications and this Special Note prior to the start of the work.

- iv. **Locate Ends of Cracks.** The Contractor shall perform the following sequence of operations at the areas as designated in the plans and as directed by the Engineer to determine the ends of the cracks in the structural steel.

- a) Clean the designated area by pencil abrasive blasting the paint and/or rust from the steel surface. Cleaned areas shall be at least 4 inches wide along each side of a suspected crack location unless otherwise shown in the plans.

The Engineer, accompanied by the Contractor, shall carefully visually inspect the cleaned area. Grinding may be directed by the Engineer to enhance the investigation for crack presence. All grinding must be done cautiously, especially in tension zones. The grinding motion shall be parallel to the flange edge.

- b) Non-destructively test (NDT) the area using magnetic particle examination and/or dye penetration so that the engineer may further inspect the cracks.
- c) Perform steps (a) through (c) on the other side of this location.

There may be more than one NDT required at each location, but additional testing will be included in the cost per each location.

- v. **Drilling Structural Steel, Grinding, and NDT.** The Contractor shall pencil abrasive blast clean the suspected crack area to be drilled.

A 2" carbide-tipped or high-speed steel annular cutter drill bit shall be used for all crack arrest holes.

All cracks and/or crack tips that are accessible are to be removed by drilling holes as shown in the plans. Any cracks inaccessible to drilling are to be removed by careful grinding, or by carefully enlarging the drilled holes by grinding.

Drill holes to remove entire cracks or the apparent ends of the crack revealed by the initial NDT and/or visual inspection by positioning the drill/coring bit such that the trailing edge of the bit removes the crack tip. Grind smooth the exposed circumference of each drilled hole to an ANSI roughness of 500 or less. Carefully inspect for cracks using magnetic particle examination and/or dye penetration testing. Continue drilling, grinding, and testing until all crack ends are removed.

- vi. **Painting.** Paint bare steel and steel with paint damaged by the construction activities per the paint notes, below.

**4. PAINT.**

- A. Description.** This item consists of field painting structural steel previously coated with paint and bare structural steel resulting from repairs. This work consists of performing surface preparation and applying a primer to the prepared steel and feathered removal areas of unknown existing paint systems.
- B. General.**  
Refer to Section 607.
- C. Paint.**  
**Existing Steel** ~ After drilling all existing faying surfaces are to be cleaned and receive the prime coat as specified in Section 607. Level of cleaning shall be to an SSPC-SP 15 (Commercial Grade Power Tool Cleaning). All Power tools shall be equipped with vacuum shrouds and fitted with HEPA filters at their air exhausts. Maintain and operate all vacuum shrouded power tools to collect generated debris.
- D. Residual lead paint may still be on the bridge.** The Contractor is advised to take all necessary protective measures including worker safety and environmental regulations when performing surface preparation and other work. The Department will not consider any claims based on residual lead paint.

5.     **MEASUREMENT.**  
Drill Hole in Steel Member (24409EC) – EACH

6.     **PAYMENT.**   The Department will make payment for the completed and accepted quantities under the following:

<u>Code</u>	<u>Pay Item</u>	<u>Supplemental</u>	<u>Pay Unit</u>
24409EC	DRILL HOLE IN STEEL MEMBER	CA1	EACH
24409EC	DRILL HOLE IN STEEL MEMBER	CA2	EACH
24409EC	DRILL HOLE IN STEEL MEMBER	CA3	EACH

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

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

### **I. DESCRIPTION**

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

This work consists of the following:

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

### **II. MATERIALS**

- A. Class "M" Concrete.** Use either "M1" or "M2". See Section 601.
- B. Steel Reinforcement.** Use Grade 60. See Section 602.
- C. Epoxy Bond Coat.** See Section 511 and 826.

### **III. CONSTRUCTION**

- A. Remove Existing Materials.** Remove the existing transverse joints, joint filler, and specified areas of concrete as shown on the attached detail drawings or as directed by the Engineer. Dispose of all removed material entirely away from the job site. Do not disturb the tops of the beams. This work is incidental to the contract unit price for "Eliminate Transverse Joint".

Clean and leave all existing steel reinforcement encountered in place. Damaged steel reinforcement will be repaired/replaced as directed by the Engineer at no additional cost to the Department.

- B. Place New Concrete.** After all specified existing materials have been removed, place new Class "M" Concrete to the scarified grade and finish to receive the new overlay as shown on the detail drawings.

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

- C. Additional Steel Reinforcement.** Furnish steel reinforcing bars for this work, as directed by the attached detail drawings. Splice these bars to the existing

reinforcement in the deck in the areas of removed concrete to tie the slabs together as shown on the attached detail drawings. Ensure that all exposed steel reinforcement is tied in accordance with Section 602.03.04 prior to pouring the new Class “M” concrete.

#### **IV. MEASUREMENT**

- A. Eliminate Transverse Joint.** The Department will measure the quantity in linear feet along the centerline of the joint.
- B. Steel Reinforcement.** See Section 602.

#### **V. PAYMENT**

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

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

**SPECIAL NOTE FOR JOINT SEAL REPLACEMENT  
(037B00052L/R)**

**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 (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.

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

**2. MATERIALS.**

**A. (2") Joint Seal.** It shall have a cellular, micro-cell, polyurethane foam impregnated with a hydrophobic acrylic emulsion, or a hydrophobic polymer. The polyurethane foam external facing shall be factory coated and cured highway-grade, fuel resistant silicone or a highway-grade elastomeric coating at a width greater than the maximum joint expansion.

**3. CONSTRUCTION.**

**A. Remove Existing Materials.** Remove the existing seal and clean according to section 606.03.11 and as directed by the Engineer. Dispose of all removed material entirely away from the job site. This work is incidental to the contract unit price for "JOINT SEALING".

**B. (2") Joint Seal.** The seal shall be installed in accordance with manufacturer's recommendations concerning approved adhesives, welds between sticks and appurtenances, and adhesion to concrete deck or armored edges. Joint seal is to be installed 1/2" recessed from the surface.

**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 – 2".** The Department will measure the quantity in linear feet from gutter line to gutter line along the centerline of the joint.

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

**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 pre-compressed horizontal expansion joint system and all incidental items necessary to complete the work within the specified pay limits as specified by this note and the standard specification.

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

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

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

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

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

**II. MATERIALS.**

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

**III. CONSTRUCTION.**

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

Concrete removal shall be accomplished by chipping with hand picks, chisels, or light duty pneumatic or electric chipping hammers (not to exceed 15 lbs.). Remove all deteriorated loose concrete a minimum depth of ¾" behind bar, and

at least ¼" greater than the largest size of aggregate in the repair mix. Care shall be taken to not damage bond to adjacent non-exposed reinforcing steel during concrete removal processes. Unless specifically *directed by the Engineer*, depth of removal shall not exceed 6 inches. The outer edges of all chipped areas shall be saw cut to a minimum depth of 1 inch to prevent featheredging unless otherwise approved by the Engineer.

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

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

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

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

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

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

- C. Concrete Repairs.** Place and finish the new concrete for the patching area in accordance with the manufacturer's recommendations, as shown on the attached detail drawings, and as directed by the Engineer. For repairs greater than 1 square

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

- D. Curing.** On completion of finishing operation, patching concrete shall immediately be prevented from drying out and cracking by fogging, wetting, and/or any appropriate method approved by the Engineer. Curing shall continue for the duration recommended by the product manufacturer.
  
- F. Quality Control/Testing.** After completion of the curing, tensile bond testing shall be performed. The testing shall be in accordance with ICRI Technical Guideline 210.3R and ASTM C1583/C1583M. Up to one location per substructure unit and one location per span shall be performed, as directed by the Engineer. Repair of the test areas is to follow the guidance in this note. No additional payment will be made for testing or for the repair of testing locations.

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

#### **IV. MEASUREMENT**

- A. Concrete Patching Repair.** The Department will measure the quantity per square feet of each area restored. Double payment will not be made on both faces of corner repairs.
  
- B. Steel Reinforcement.** See Section 602. Steel reinforcement will not be measured for payment but shall be considered incidental to "Concrete Patching Repair".

#### **V. PAYMENT**

- A. Concrete Patching Repair.** Payment at the contract unit price per square feet is full compensation for the following: (1) Furnish all labor, materials, tools, equipment; (2) preparation of specified areas including removing and disposing of specified existing materials; (3) place, finish and cure new concrete patches; and (4) all incidentals necessary to complete the work as specified by this note and as shown on the attached detail drawings.
- B. Steel Reinforcement.** See Section 602.

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

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

### **I. DESCRIPTION**

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

This work consists of the following:

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

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

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

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

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

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

### III. CONSTRUCTION

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

**IV. MEASUREMENT**

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

**V. PAYMENT.**

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

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

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

## **SPECIAL NOTE FOR CONCRETE COATING**

### **I. DESCRIPTION**

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

This work consists of the following:

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

### **II. MATERIALS**

#### **A. Concrete Coatings**

See The Division of Materials list of approved materials for concrete coatings Section 821.

### **III. CONSTRUCTION**

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

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

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

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

2. Other areas of the bridge as specified in the drawings.

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

**E. Apply Concrete Coating.** All areas specified shall have concrete coating applied to as specified after debris removal and power washing. New concrete shall be allowed to properly cure in accordance with the manufacturer's recommendations prior to application. Use compressed air to remove any loose debris from the surfaces that are to be coated after power washing. All coatings shall be applied within manufacturers recommended dry film thickness range. Comply with KYTC "Standard Specifications for Road and Bridge Construction" Section 614.03.02 and coatings supplier recommended conditions for application. Allow the surfaces to be coated to dry a minimum of 24 hours before any coating is applied. The coating must be applied with 72 hours of pressure washing. The coating must be applied to a clean and dry surface. All coating application shall be executed using brushes, rollers, etc. No spray application will be permitted.

The Department requires acceptance testing of samples obtained on a per-lot basis per-shipment. The Division of Materials shall perform acceptance testing. Test samples shall be taken at the Contractor's paint storage site. Department personnel shall perform sampling. Allow (10) working days for testing and approval of the sampled paint. It is the Contractor's responsibility to maintain an adequate inventory of approved paint. The Department shall assume no responsibility for lost work due to rejection of paint or approved paint subsequently found to be defective during the application process. Perform all concrete coating applications at temperatures above 40 degrees Fahrenheit or in accordance with manufacturers specifications.

#### **IV. MEASUREMENT**

The Department will measure the quantity as a lump sum. The Department will not measure preparation of the site for the Engineer's access or removal and reapplication of coatings that do not satisfy the Engineer's approval for payment and will consider them incidental to "Concrete Coating".

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

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

<u><i>Code</i></u>	<u><i>Pay Item</i></u>	<u><i>Pay Unit</i></u>
24982EC	Concrete Coating	Lump Sum

The plans may show an estimated quantity in square feet. The Department will consider payment as full compensation for all work required as described in this note.

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

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

All electric power that may be on the structure shall be de-energized. Electric power lines near the structures may need de-energized during construction. The Contractor shall coordinate with the Department to have the power de-energized.

## SPECIAL NOTE

### For Additional Environmental Commitments

IN ADDITION TO OTHER ENVIRONMENTAL COMMITMENTS LISTED IN THIS CONTRACT, THE FOLLOWING COMMITMENTS ALSO APPLY, AS THIS IS A FEDERALLY FUNDED UNDERTAKING AS DEFINED IN SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT, [36 CFR 800.16\(Z\)](#):

- 1) The KYTC has completed a Phase 1 archaeological survey for a site-specific area surrounding the bridge. The cleared area is shown as “Archaeologically Cleared Area” or “Environmentally Cleared Area” on the concept plans and/or the map attached to this note or included elsewhere in the proposal. Likewise, any areas that must be avoided have been labeled “Do Not Disturb.”

If the Contractor deems it necessary to use additional areas outside the Archaeologically/ Environmentally Cleared Area for any purposes—e.g., laydown yards, vehicle parking, parking cranes, delivering beams, borrow areas, waste areas, etc.—the Contractor must first get a written agreement with the landowner (assuming the additional area is outside the right-of-way). Then the Contractor shall seek approval of the use of the site—whether within or outside the right-of-way—by both the KYTC Section Supervisor, the KYTC Central Office Project Manager [Dora.Alexander@ky.gov](mailto:Dora.Alexander@ky.gov) and the Central Office Environmental Lead [Dave.Harmon@ky.gov](mailto:Dave.Harmon@ky.gov). The Contractor shall provide a map of the area(s) to be used, including access points, and property-owner agreements. The Environmental Team will complete initial field investigations for archaeological, historical, ecological, and other environmental clearances. If any potentially significant site or resources are found, the KYTC has the right to deny the use of the proposed site. The maps and property owner agreements are to be submitted at least ten (10) business days prior to the Preconstruction Conference, or sixty (60) days prior to the Contractors access to the site, for coordination and review by the KYTC District and Central Office Team.

A Penalty of \$50,000 will be assessed whenever the Contractor has used any restricted areas. The fee will be assessed on a *per bridge* basis, whether the contract involves bridge bundles or a single bridge. In addition, all fines, fees, penalties, remediation costs, and other damages related to breaches of Threatened and Endangered Species Act Section 7, National Historic Preservation Act Section 106, Clean Water Act Sections 401 and 404, Kentucky General Permit for Stormwater Discharges KYR10, Environmental Protection Agency requirements, State Historic Preservation Office requirements, and other related permitting agencies will be paid by the Contractor, including all associated costs and burdens placed upon the Kentucky Transportation Cabinet.

- 2) If human remains are encountered during project activities, all work should be immediately stopped in the area. The area should be cordoned off, and, in accordance with KRS

## **SPECIAL NOTE**

### **For Avoiding Stream Impacts to this Special Use Water**

**Route Description: I-64 bridges over Kentucky River**

**County: Franklin**

**Item No.: 5-10042 & 5-10043**

**Bridge No.: 037B00052L & 037B00052R**

- No equipment, activity, debris, or construction stormwater runoff allowed in stream.
- Netting must be placed under the bridge to keep debris out of the stream, due to the potential presence of endangered species.

A permit to work in the stream has not been obtained. Therefore, the contractor must avoid working in the stream. Due to the potential presence of endangered species, the contractor must place netting under the bridge to keep debris from falling into the stream.

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

## **SPECIAL NOTE**

### **Seasonal Tree Clearing Restriction**

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DUE TO THE RECOVEREY PLAN FOR ENDANGERED BATS, NO TREE  
CLEARING IS PERMITTED FROM JUNE 1 THROUGH JULY 31.

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

## SPECIAL NOTE

### FOR SEDIMENT PREVENTION AND EROSION CONTROL

#### FOR IMPACT REGARDLESS OF SIZE OF THE DISTURBED AREA

Potential impacts to gray bat foraging habitat and habitat for federally listed fish and mussel species will be minimized by implementing erosion prevention and sediment control measures.

As required under Section 213 of the KYTC Standard Specifications, prior to onsite activities a **site-specific Erosion Control Plan including BMPs** to ensure continuous erosion control throughout the construction and post construction period. The plan will identify individual Disturbed Drainage Areas (DDA) where storm water from the construction area will be discharged off site or into waters of the Commonwealth.

Should the Contractor fail to create a BMP Plan or provide and maintain the necessary erosion control, Liquidated Damages will apply at the rate specified in the contract. If no rate is specified, Liquidated Damages will be applied at the rate specified in Section 108 of the Standard Specifications.

The erosion prevention and sediment controls proposed are presented below.

- The location of the individual erosion prevention/sediment control measures will be identified by the Resident Engineer and Contractor. The Contractor will place erosion control devices as identified in the site-specific BMP Plan prior to beginning work.
- Mulch will be placed, during grade and drain activities, across all areas where no work will be conducted for a period of 14 consecutive days.
- Tree clearing within the riparian zone will be minimized. Trees to be removed will be determined by the resident engineer and the contractor prior to disturbance. (Note: Any "Special Note for Tree Clearing Restrictions" must be adhered to.)
- Silt fence, or other approved method as appropriate, will be installed at the edge of waters within the project corridors to eliminate the deposition of rock and debris in the streams during construction activities. In the unforeseen event that unintended debris does enter the streams, the resident engineer will halt the contributing activity until appropriate remedial actions have been implemented.
- To the maximum extent plausible, construction activities will take place during low-flow periods.
- Equipment staging and cleaning areas will be located to eliminate direct inputs to waters of the Commonwealth. These areas will be located such that effluent will be filtered through vegetated areas and appropriate sediment controls prior to discharge offsite.
- Concrete will be poured in a manner to avoid spills into the streams. In the unforeseen event that a spill does occur, the USFWS will be notified, and the resident engineer

will immediately halt the activity until remedial measures have been implemented.

- KYTC proposes to stabilize areas disturbed during construction activities through vegetation establishment and placement of riprap and geotextile fabric. Re-vegetation of the disturbed areas will allow thermoregulation of water within the streams, establish long-term, regenerative stabilization of the stream banks, and provide nutrients to the aquatic macroinvertebrate community through inputs of organic material.
- Areas disturbed during construction and not stabilized with rip rap and erosion blanket will be seeded using a standard seed mix. Depending on project slope and project location, application rates and seed mix types will vary. The Contractor shall perform all final seeding and protection, in accordance with the plans and Section 212 of KYTC Standard Specifications.
- Contrary to Section 213.03.03, paragraph 2, the Engineer shall conduct inspections as needed to verify compliance with Section 221 of KYTC Standard Specifications. The Engineer's inspections shall be performed a minimum of once per month and within seven (7) days after a storm of ½ inch or greater. Copies of the Engineer's inspections shall not be provided to the Contractor unless improvements to the BMPs are required. The Contractor shall initiate corrective action within 24 hours of any reported deficiency and complete the work within five (5) days. The Engineer shall use Form TC 63-61 A for this report. Inspections performed by the Engineer do not relieve the Contractor of any responsibility for compliance. If corrections are not made within the five (5) days specified, the liquidated damages will apply at the rate specified in the Liquidated Damages note in the contract.
- Contrary to Sections 212.05 and 213.05, unless listed in the proposal, bid items for temporary BMPs and items for permanent erosion control will not be measured for payment and will be replaced with one lump sum item for the services. Payment will be pro-rated based on the Project Schedule as submitted by the Contractor and as agreed to by the Engineer.
- The Contractor shall be responsible for applying "good engineering practices." The Contractor may use any temporary BMPs and permanent BMPs that fall within the guidance of the current Standard Specifications, KYTC's Best Management Practices manual, and with the approval of the KYTC Engineer.

#### FOR IMPACT GREATER THAN 1.0 ACRE

When the total disturbed area for a project, including laydown and waste/borrow areas, is greater than 1.0 acre, the Contractor shall be responsible for filing the Kentucky Pollution discharge Elimination System (KPDES) KYR10 permit Notice of Intent (NOI) with the Kentucky Division of Water (DOW). The Contractor will be responsible for following the KPDES requirements of local Municipal Separate Storm Sewer System (MS4) programs with jurisdiction. Required NOI shall name the Contractor as the Facility Operator and include the KYTC Contract ID Number (CID) for reference. For grouped contracts with more than one structure, each structure will be treated independently in regard to disturbed area unless another structure is within 0.25 mile of the structure. For structures within 0.25 mile of each

other, the total disturbed area will be the sum of the combined disturbed areas. The Contractor shall be responsible for filing the KPDES permit Notice of Termination (NOT) with the Kentucky DOW and any local MS4 Program that has jurisdiction. The NOT shall be filed after the Engineer agrees the project is stabilized or the project has been formally accepted.

The Contractor shall perform all temporary erosion/sediment control functions including providing a Best Management Practice (BMP) Plan, conducting required inspections, modifying the BMP Plan documents as construction progresses, and documenting the installation and maintenance of BMPs in conformance with the KPDES KYR10 permit effective on August 1, 2009, or a permit re-issued to replace that KYR10 permit. This work shall be conducted in conformance with the requirements of Section 213 of the KYTC current Department of Highways, Standard Specifications for Road and Bridge Construction (Standard Specifications).

The Contractor shall be responsible for the examination of the soils to be encountered and make his own independent determination of the temporary BMPs that will be required to accomplish effective erosion prevention and sediment control. The Contractor shall provide the Engineer copies of all documents required by the KPDES permit at the time they are prepared.

They KYR10 web page, which includes the General Permit and eNOI application is here:  
<https://eec.ky.gov/Environmental-Protection/Water/PermitCert/KPDES/Documents/KYR10PermitPage.pdf>

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

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

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

The roadway contractor is required to file a Notice of Intent (NOI) to the Division of Air Quality ten (10) business days (M-F) prior to the start of any demolition or rehabilitation work on the bridge superstructure (037B00052R). Please use the KY Environmental and Energy Cabinet eForm Portal (<https://dep.gateway.ky.gov/eForms/Account/Home.aspx>) to complete this task. It is also advised that copies of the submittal are to be sent to the Regional Office of the Kentucky Division of Air Quality [KY DAQ Regional Offices](#) to complete the notification process.



**Linebach ■ Funkhouser, Inc.**  
ENVIRONMENTAL COMPLIANCE & CONSULTING

## **Asbestos Inspection Report**

To: Tom Springer, QK4, Inc.

Date: September 12, 2022

Conducted By: Russell H. Brooks, LFI, Inc.  
Kentucky Accredited Asbestos Inspector #71841

---

### **Project and Structure Identification**

Project: Jefferson County: Item No. 5-10043

Structure ID: #037B00052R

Structure Location: I 64 over Kentucky River, Franklin County, Kentucky

Sample Description: Expansion joint at abutment – foam material

Inspection Date: September 9, 2022

### **Results and Recommendations**

The asbestos inspection was performed in accordance with current United States Environmental Protection Agency (US EPA) regulations, specifically 40 CFR Part 61, Asbestos National Emissions Standards for Hazardous Air Pollutants (NESHAP) revision, final rule effective November 20, 1990.

It is recommended that this report accompany the 10-Day Notice of Intent for Demolition ([DEP7036 Form](#)) 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.

No asbestos containing materials (ACM) was detected above the 1% screening limit.

MRS, Inc. Analytical Laboratory Division

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

Analysis N #	# 3209103	Address:	Franklin - 5-10042 & 10043
Client Name:	L F I		
Sampled By:	Russell Brooks		

[illegible]

Date Analyzed : 10-Sep-22

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Analyst : Winterford Mensah

Reviewed By: Winters Mensaf  
Signature

AJHA #1 02459

MRS, Inc.  
P.O. Box 19424  
Louisville, Kentucky 40259-0424

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

Client : Linebach Funkhouser, Inc.  
Project : LFI Project ~~251-22~~ 251-22

### CHAIN OF CUSTODY RECORD

PROJECT: Franklin  
LOCATION: S-10042 & 10043  
SAMPLED BY: R. Brooks  
DATE: 8/10/22 9/8/22

COMMENTS AND/OR INSTRUCTIONS:  
  
Point count <4%  
Stop first positive

SAMPLE NUMBER	LOCATION	MATRIX	COLOR	SIZE	COMMENTS	T/L	W/C	PLM
1 A/B	<u>Expansion joint foam</u>							x
2 A/B								x
3 A/B								x
4 A/B								x
5 A/B								x
6 A/B								x
7 A/B								x
8 A/B								x
9 A/B								x
10 A/B								x
11 A/B								x

Relinquished By: (Signature) <u>Russell A. Brooks</u>	Date <u>9/9/22</u>	Time	Received By: (Signature) <u>Theresa M. Mendenhall</u>
Relinquished By: (Signature)	Date	Time	Received By: (Signature)

# Commonwealth of Kentucky

Department for Environmental Protection  
Division for Air Quality

## Russell Henry Brooks

*Has met the requirements of 401 KAR 58:005 and is accredited as an:*

### Asbestos Inspector

Agency Interest Id:

138451

License Number:

71841

Issue Date:

03/24/2022

Expiration Date:

03/15/2023

NOTIFICATION OF ASBESTOS  
ABATEMENT/DEMOLITION/RENOVATION  
(Instructions for completing form on back)

\*\*\*File this form with Regional Office where project will be performed\*\*\*

Kentucky Division for Air Quality  
300 Sower Boulevard, 2<sup>nd</sup> Floor  
Frankfort, KY 40601

PAGE 1 OF  
INITIAL SUBMITTAL DATE  
REVISION DATE  
NOTIFICATION #

OFFICE USE ONLY  
ID #  
LOG #

Contractor  
Address  
City  
Phone  
Owner  
Address  
City  
Phone  
Project Location  
Address  
City  
Facility Age (yrs.)  
Size of Facility or Affected Part (sq.ft.)  
#Floors Affected  
Present and Prior Use of Facility

TYPE OF PROJECT (CHECK ONLY ONE):  
Renovation  
Demolition  
Ordered Demolition  
Emergency  
Long-term

PROJECT DATES:  
Start Removal  
End Removal  
Start Renovation/Demolition  
End Renovation/Demolition

Amount of ACM to be Removed:

	Regulated ACM (FACM)	Category II nonfriable ACM (optional)	Category I nonfriable ACM (optional)
Linear Feet			
Square Feet			
Cubic Feet			

Description of planned renovation/demolition, including abatement methods & demo/reno methods.

Description of affected facility components

Asbestos detection technique

Amount of Cat. I & II nonfriable ACM involved but will not be removed:

Describe physical characteristics that make it nonfriable and methods to keep it nonfriable (optional):

Describe contingency plan should nonfriable ACM become friable or additional ACM be uncovered during renovation/ demolition:

Transporter  
Address  
City  
State  
Zip  
Phone

Disposal Site  
Address  
City  
State  
Zip

I hereby certify that at least one person trained as required by 40 CFR 61.145(c)(8) will supervise the abatement work described herein. (optional for strictly non-friable work)

Submitted by:

Company Name:

**INSTRUCTIONS FOR COMPLETING FORM DEP7036: NOTIFICATION OF ASBESTOS ABATEMENT/DEMOLITION/RENOVATION**

**Filing Deadline:** This form must be completed and filed with the Kentucky Division for Air Quality at least ten (10) working days before starting any asbestos removal, demolition, or other work which will disturb asbestos-containing material (ACM) in Kentucky facilities outside Jefferson County and in schools statewide, including Jefferson County. File with appropriate Regional Office.

**Renotification:** If developments occur that invalidate information on a notification (e.g., changes in dates, amounts, locations), file a revised form within the time frames specified in 401 KAR 58:025. Notifications may be numbered in the top-left corner (optional). First two digits are project year; remaining digits are project number (e.g., the first project in 1999 is 99-1).

**Attachments:** Attachments may be included to provide additional information, propose alternative procedures, declare nonfriable removal, identify secondary transporters, etc.

**Line-by-Line Instructions:**

**Contractor/Owner:** the asbestos remover (or, for zero-asbestos demolitions, the demolition contractor). The owner is the entity having the work done.

**Project Location:** The location at the address given where the work is taking place (e.g., which building/floor/room?).

**Present/Prior Use:** Enter the present and prior use(s) of the facility.

**Type of Project:** Each choice shown in this category has a specific description under 401 KAR 58:025:  
Emergency renovations result from a sudden, unexpected event. If the project is an emergency renovation, attach a detailed description of the sudden, unexpected event that necessitated removal. Include the exact date and hour the event occurred and explain how the event caused an unsafe condition, or would cause equipment damage or unreasonable financial burden.  
Planned renovations are renovations that do not qualify as emergency renovations.  
A long-term notification is a type of planned renovation which involves a number of nonscheduled small-scale removals whose annual total exceeds the NESHAP threshold amounts and can be estimated based on past years' experience. File yearly estimate at least 10 working days before the beginning of the calendar year for which a long-term notification is being given.  
Demolitions involve the wrecking or taking out of a load-supporting structural member, such as a load-bearing beam or wall. Tearing down a structure, dismantling it piecemeal, and moving it from one place to another are all considered demolitions.  
Ordered demolitions must result from a demolition order issued by a government agency because the building is structurally unsound and in danger of imminent collapse. For ordered demolitions, attach to the notification a signed, dated copy of order that includes demolition deadlines and name/title/authority of the government representative issuing the order.

**Project Dates:** Schedules must be precise and accurate. The "start removal" date is the date the removers arrive on-site and begin physically preparing the work area for removal. "End removal" is the date the removers dismantle the work area after cleaning and clearing it. If circumstances arise that invalidate previously submitted start dates, a revised notification must be submitted showing the updated, correct start date. If the start date has been moved up, submit written renotification at least ten working days before the new start date. If the start date has been moved back, telephone the Division as soon as possible before the original date and submit written renotification no later than the original start date.  
Schedules for renovation and demolition (next line after removal schedule) are handled similarly, except that renotification is required only for schedule changes involving demolitions, not renovations.

**Amount of ACM:** In this table, enter the amount and type (RACM, Category I, and/or Category II) of asbestos that will be removed. Although the regulation does not require you to identify the amount of nonfriable ACM that will be removed, the table provides space for nonfriable ACM to accommodate those notifiers who choose to document these removals.

**Description of project:** Describe the demolition or renovation work to be performed and method(s) to be used, including work practices and engineering controls to be used.

**Asbestos Detection Technique:** Give a general description of the asbestos survey, for example, "AHERA-style survey by accredited inspector; samples analyzed by PLM."

**Amount of nonfriable ...:** If all nonfriable ACM will be properly removed, enter "NA."

**Contingency Plans:** If Category II nonfriable ACM becomes crumbled, pulverized, or reduced to powder, or if additional RACM is discovered, describe procedures to be followed. For example, "Move demolition activity away from ACM immediately; remove the ACM using regulation-required procedures." Even "Stop work, call Division for Air Quality" is OK.

72.020, the county coroner and local law enforcement must be contacted immediately. Upon confirmation that the human remains are not of forensic interest, the unanticipated discovery must be reported to Nichole Konkol at the Kentucky Heritage Council at (502) 892-3614, George Crothers at the Office of State Archaeology at (859) 257-1944, and KYTC DEA archaeologists at (502) 564-7250.

For guidance regarding inadvertent discovery and treatment of human remains, refer to the KYTC's [Right of Way Guidance Manual](#) (Section ROW-1202), and the Advisory Council on Historic Preservation's (ACHP) [Policy Statement Regarding Treatment of Human Remains and Grave Goods](#) (adopted by ACHP February 23, 2007).

- 3) If, during the implementation of The Project, a previously unidentified historic/ archaeological property is discovered or a previously identified historic/archaeological property is affected in an unanticipated manner, the contractor shall (1) call KYTC DEA archaeologists at (502) 564-7250, (2) call SHPO archaeologists at (502) 892-3614, and (3) ensure that all work within a reasonable area of the discovery shall cease until such time as a treatment plan can be developed and implemented.

## **SPECIAL NOTE**

### **For Avoiding Stream Impacts from Lead Paint**

Owing to the presence of lead paint on the bridge scheduled for replacement of the superstructure, the following measures must be taken:

- The contractor will place tarping/netting under the bridge during existing bridge superstructure removal to minimize debris entering the stream.
- All hazardous waste materials will be managed and disposed of in the manner specified by local or state regulation.
- Worker exposure to materials containing lead during construction work is regulated by Federal OSHA [(29 CFR 1926.62 (a)]. This regulation requires worker protection during construction “where lead or materials containing lead are present.”
- The contractor will containerize waste generated from painting of the bridge. Materials will be stored in accordance with applicable State and Federal Regulations. The drums will be stored in a designated chain link fence containment area. The contractor will be required to collect, store, and arrange for transportation of the material to a recycling facility. The containment area must be inspected once a week by a representative of the generator. The KYTC will be the generator of record for the recycling of the materials.

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



**Linebach ■ Funkhouser, Inc.**  
ENVIRONMENTAL COMPLIANCE & CONSULTING

## Lead Paint Inspection Report

To: Tom Springer, QK4, Inc.

Date: September 12, 2022

Conducted By: Russell H. Brooks, LFI, Inc.

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### Project and Structure Identification

Project: Franklin County: Item No. 5-10042

Structure ID: #037B00052L

Structure Location: I-64 over Kentucky River, Franklin County, Kentucky

Sample Description: The green paint is considered lead based paint.

Inspection Date: September 8, 2022

### Results and Recommendations

Pursuant to EPA regulations, lead based paint (LBP) is defined as paint or other surface coatings that contain an amount of lead equal to or greater than 1 milligram per square centimeter (1.0 mg/cm<sup>2</sup>) or higher of lead by XRF analysis or 0.5% (5,000 ppm or 5 mg/kg) lead by weight. The lead level in a paint may require lead hazard abatement. Additionally, worker exposure to materials containing lead during construction work is regulated by Federal OSHA [(29 CFR 1926.62 (a))]. This regulation requires worker protection during construction "...where lead or materials containing lead are present".

A sample of green paint was collected from the structure steel members. Lead concentrations were detected at concentration of 1.8720% lead by weight in the coatings. Applicable worker precautions should be implemented during future demolition activities, as necessary. Laboratory analytical data is attached.

Sampled By : Russell Brooks - LFI  
Name

MRS, Inc.  
P.O. Box 19424  
Louisville, Kentucky 40259-0424

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

Client : Linebach Funkhouser, Inc.  
Project : LFI Project # 251-22

# CHAIN OF CUSTODY RECORD

PROJECT: Franklin  
LOCATION: 5-10042 + 10043  
SAMPLED BY: R. Brooks  
DATE: 9/8/22

COMMENTS AND/OR INSTRUCTIONS:  
Lead Based Paint  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SAMPLE NUMBER	LOCATION	MATRIX	COLOR	SIZE	COMMENTS	T/L	W/C	
1	<u>Green paint - both bridges</u>							x
2								x
3								x
4								x
5 A/B								x
6 A/B								x
7 A/B								x
8 A/B								x
9 A/B								x
10 A/B								x
11 A/B								x

Relinquished By: (Signature) <u>Russell A. Brooks</u>	Date <u>9/9/22</u>	Time	Received By: (Signature) <u>Theresa M. Mearns</u>
Relinquished By: (Signature)	Date	Time	Received By: (Signature)



KENTUCKY TRANSPORTATION CABINET

Department of Highways

DIVISION OF RIGHT OF WAY & UTILITIES

TC 62-226

Rev. 01/2016

Page 1 of 1

RIGHT OF WAY CERTIFICATION

<input checked="" type="checkbox"/>	Original	<input type="checkbox"/>	Re-Certification	RIGHT OF WAY CERTIFICATION	
ITEM #		COUNTY		PROJECT # (STATE)	PROJECT # (FEDERAL)
5-10042.00		Franklin		FD52 037 0064 055-056	FBP 0644(098)
PROJECT DESCRIPTION					
Address the deficiencies of Bridges in Franklin County on I-64 WB and EB at Kentucky River (037B00052L&R)					
<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	
Signature				Signature	
Date				Tom Boykin	
				Digitally signed by Tom Boykin Date: 2023.07.19 14:59:43 -04'00'	
Right of Way Director			FHWA		
Printed Name		Digitally signed by Kelly Divine		Printed Name	
Signature		Date: 2023.07.20		Signature	
Date		10:42:52 -05'00'		Date	



KENTUCKY TRANSPORTATION CABINET

Department of Highways

DIVISION OF RIGHT OF WAY & UTILITIES

TC 62-226

Rev. 01/2016

Page 1 of 1

RIGHT OF WAY CERTIFICATION

<input checked="" type="checkbox"/>	Original	<input type="checkbox"/>	Re-Certification	RIGHT OF WAY CERTIFICATION	
ITEM #		COUNTY		PROJECT # (STATE)	PROJECT # (FEDERAL)
5-10043.00		Franklin		FD52 037 0064 055-056	FBP 0644(097)
PROJECT DESCRIPTION					
Address the deficiencies of Bridges in Franklin County on I-64 WB and EB at Kentucky River (037B00052L&R)					
<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	
Signature				Signature	
Date				Tom Boykin	
				Digitally signed by Tom Boykin Date: 2023.07.19 14:58:21 -04'00'	
Right of Way Director			FHWA		
Printed Name				Printed Name	
Signature				Signature	
Date				Date	
		Digitally signed by Kelly Divine Date: 2023.07.20 10:44:09 -05'00'			

## UTILITIES AND RAIL CERTIFICATION NOTE

**Franklin County**  
**Federal Project No.: FBP 0644(097) & FBP 0644(098)**  
**State Project No.: FD52 037 0064 055-056**  
**Address the deficiencies of Bridge in Franklin County on I-64 EB at Kentucky River (037B00052R)**  
**ITEM NUMBER: 5-10042.00 & 5-10043.00**

### PROJECT NOTES ON UTILITIES

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

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

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

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

UTILITIES AND RAIL CERTIFICATION NOTE

<div>Franklin County Federal Project No.: FBP 0644(097) &amp; FBP 0644(098) State Project No.: FD52 037 0064 055-056 Address the deficiencies of Bridge in Franklin County on I-64 EB at Kentucky River (037B00052R) ITEM NUMBER: 5-10042.00 &amp; 5-10043.00</div>
---

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. 10/2019  
Page 1 of 1

1. PROJECT SUMMARY

Item #: 5-10042 & 5-10043	Project Sponsor: KYTC
Route(s): I-64 WB & EB Bridges over KY River	County: Franklin
Project Description: Typical rehab of existing I-64 bridges 037B00052L (5-10042) and 037B00052R (5-10043) over Kentucky River in Franklin County. All work will be done from the bridge. No impacts to the stream or ground will occur.	

2. ENVIRONMENTAL DETERMINATION

Functional Area	Determination	Comments/Commitments/Mitigation
Public and Resource Agency Controversy	No	
Total acreage of fee simple ROW	0	
Number of Total Relocations	0	
Environmental Justice Impacts	No	
Section 106: Architectural Historic	No Effect	SHPO - 4/5/23 (L), 3/30/23 (R)
Section 106: Archaeological Resources	No Effect	SHPO - 7/17/23 (L & R)
Section 4(f)	No 4(f) Properties	
Section 6(f)	No 6(f) Properties	
Noise	Not a Type I	
Air Quality Impacts	No	Z-various
Hazardous Materials Impacts	Yes-further work required	Lead Paint present, must contain. No ACM.
Section 7: T&E Species	No Effect	mussels and plants. LAA for IN and Gray bats. Dkey NLEB.
Anticipated Feet of Stream Impacts	0	Stream will be avoided.
Anticipated Acreage of Wetland Impacts	0	
Anticipated Permits	No	
Other: Species		Payment required to IBCF.
Other: Hazmat		Notify DAQ 10 days prior to construction.
Other:		

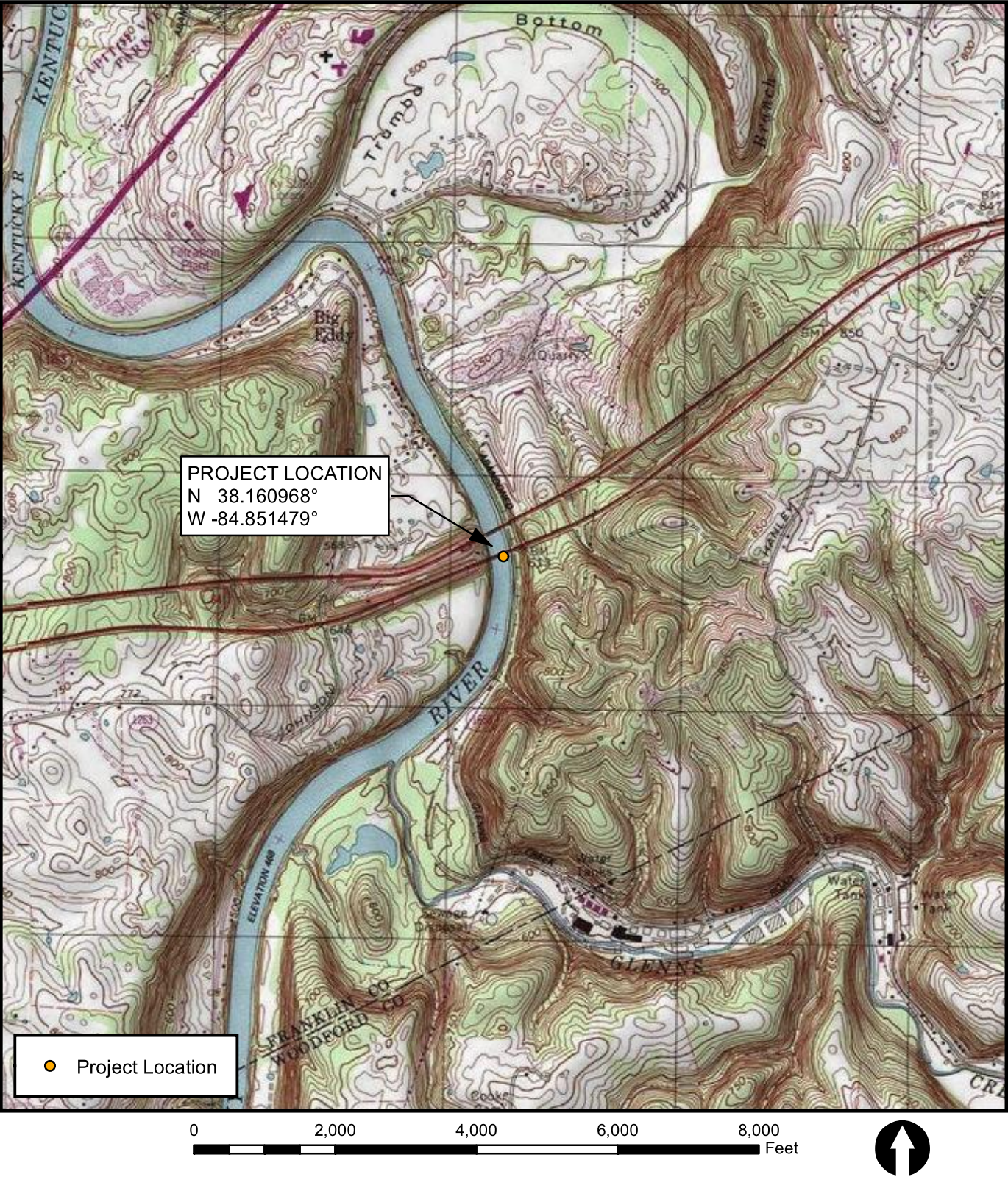
Based on the criteria listed above, in review of the most recent Categorical Exclusion Agreement between KYTC and FHWA, the subject project is determined to be considered a Categorical Exclusion, Level CEMP.

3. ENVIRONMENTAL DOCUMENT APPROVAL

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

<div>_____</div> <div>District Environmental Coordinator</div>	<div>_____</div> <div>Date</div>	<div><i>Tom Springer</i></div> <div>Project Manager</div>	<div>7/17/23</div> <div>Date</div>
<div><i>David Harmon</i></div> <div>Environmental Project Manager</div>	<div>7/17/2023</div> <div>Date</div>	<div>_____</div> <div>Director of Environmental Analysis</div>	<div>_____</div> <div>Date</div>
<div>_____</div> <div>Recommended by FHWA</div>	<div>_____</div> <div>Date</div>	<div>_____</div> <div>Federal Highway Administration</div>	<div>_____</div> <div>Date</div>



Source: USA Topo Maps, (2013) National Geographic Society, USGS 7.5-minute Topographic Map - Frankfort East, Kentucky Quadrangle.



BRIDGE NO.: 037B00052R  
FRANKLIN COUNTY, KENTUCKY  
KYTC ITEM NO.: 5-10043



PROJECT LOCATION  
MAP

	<b>Kentucky Transportation Cabinet Federal Highway Administration NO EFFECT FINDING</b>		
<b>KYTC Item No:</b>	<b>5-10042</b>	<b>Route:</b>	<b>Interstate 64 - over Kentucky River Bridge ID: 037B00052L</b>
<b>County(ies):</b>	<b>Franklin</b>		
<b>Project Description:</b> (Type of improvement, areas to be impacted, crossroad improvements, easements, etc.)			
The project will involve either rehabilitation or replacement of the existing bridge. Rehabilitation of the bridge may range from repairs to the existing deck, superstructure (i.e., support beams), and/or substructure (i.e., abutments and piers) to complete removal and replacement of the deck and superstructure. Repairs may include milling and resurfacing of the deck, patching the superstructure and substructure with concrete, and painting metal components. Component replacement activities may include a new superstructure with beams, deck, and railing. Replacement of the existing bridge will involve complete removal of the existing bridge and construction of a new bridge at the same location with current geometrics (e.g., bridge width, length, hydraulic opening, etc.). Bridge rehabilitation and replacement may require work in the stream, including a temporary stream crossing and/or work pad, and temporary easements may be needed for construction access. Channel protection may be added around the existing abutments, and bridge approach roadway pavement may be replaced in the direct vicinity of the bridge.			
<b><u>LISTED SPECIES</u></b>			
<div>Gray Bat<div><i>Myotis grisescens</i></div></div> <div>Indiana Bat<div><i>Myotis sodalis</i></div></div> <div>Northern Long-eared Bat<div><i>Myotis septentrionalis</i></div></div> <div>Clubshell<div><i>Pleurobema clava</i></div></div> <div>Fanshell<div><i>Cyprogenia stegaria</i></div></div> <div>Longsolid<div><i>Fusconaia subrotunda</i></div></div> <div>Rabbitsfoot<div><i>Quadrula cylindrica cylindrica</i></div></div> <div>Braun’s Rock-cress<div><i>Arabis perstellata</i></div></div> <div>Short’s Bladderpod<div><i>Physaria globosa</i></div></div>			
GB and IB will be addressed per the 2020 Programmatic BO including a contribution to the IBCF, as appropriate. The NLEB has been evaluated via the USFWS IPaC system assisted rangewide Dkey (Project code: 2023-0036588).			
<b>Methodologies:</b> (Methods of assessment, who, what, when, resources, etc.)			
Site visit performed by ICF Jones & Stoke, Inc. on February 20, 2023. Review of available GIS data to identify potential habitat for federally listed species following guidance in the KYTC Habitat Assessment Manual (2017).			

**Results:** (Compare habitat used by listed species with available habitat)

Mussels: The clubshell prefers small to medium rivers in clean, stable, coarse sand and gravel runs and is typically buried beneath the substrate up to two to four inches deep. The fanshell inhabits gravel substrate in medium to large rivers with moderate current. The longsolid shows a preference for sand and gravel in streams and small rivers, but also may be found in coarse gravel and cobble in larger rivers. In streams and rivers they can be found at depths less than two feet, but in large rivers can be commonly found at depths of 12 to 18 feet; but also at depths of over 20 feet. The rabbitsfoot typically inhabits small to large rivers with moderate to swift currents, and also occurs in smaller streams with swift currents. The species is found in shallow water areas along banks and bars, as well as deep water runs at depths of up to 12 feet (3.7 m). Substrates in these areas primarily consist of sand, gravel, and cobble.

The Kentucky River is large (250+ feet width) in this location and exhibits good flow throughout the pool habitat dominating the vicinity of the project area. River bed materials generally consists of silt, sand, and gravel. During the February 20, 2023 visit, this site exhibited high flow for this section of the Kentucky River. No Unionid mussels or relic shells were observed during the site visit; however, the river provides suitable habitat for the listed mussel species.

Although suitable habitat for federally listed mussel species is present in the Kentucky River, no work will be required in the river. Construction activities will be limited to the bridge deck, and all work will be performed from the existing bridge deck. No temporary crossings or work pads will be required within the river. Nets and/or tarps will be placed under the deck and superstructure during construction to prevent any debris from entering the river. Based on these factors, no effects to federally listed mussels are anticipated from the project.

Plants: Braun’s rock-cress is typically found in mesic or xeric deciduous forests on calcareous slopes with limestone outcroppings. Short’s bladderpod inhabits steep, rocky, wooded slopes and talus areas at the base of cliffs, and often occurs in areas on or along major waterways. The project area consists of wooded riparian and/or open ground with no limestone outcroppings, rocky/talus areas or cliffs. Invasive plants (bush honeysuckle/winter creeper) are common within the riparian area. Based on these factors, the project area does not provide suitable habitat for listed plants.

**Determinations:**

Mussels: No Effect  
Plants: No Effect

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

Jana Day

KYTC



Signature

05/03/2023

Date

Jana Day

Print Name

	<b>Kentucky Transportation Cabinet Federal Highway Administration NO EFFECT FINDING</b>																				
<b>KYTC Item No:</b>	5-10043	<b>Route:</b>	Interstate 64 - over Kentucky River <b>Bridge ID:</b> 037B00052R																		
<b>County(ies):</b>	Franklin																				
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Jana Day

KYTC

Signature

05/03/2023

Date

Jana Day

Print Name



## Cultural Historic Program Review Form for Architectural History

KYTC No: 5-10042.00	Bridge No: 037B00052L
Route: I64 over Kentucky River	Year Built: 1963
County: Franklin	Bridge Project Type: Rehab-Superstructure
KHC Site Check: FY23-5192	Lat/Long: 38.161944, -84.851778

Project Type Listed the FHWA/KYTC/ACHP Section 106 Programmatic Agreement 2019:

- Attachment #2-11. Bridge rehabilitation, reconstruction, or replacement Rehab-Superstructure

Area of Potential Effects defined as a distance of 150-foot from the centerline of the Project in all directions as per SHPO guidance and indicated on the attached maps.

Interstate Exemption Bridge Type: Yes

Program Comment Bridge Type: No

Are there Historical Resources within the Project APE (per KHC database): No  
NRHP-listed or potentially eligible sites/districts (>50 years): No

Is the bridge eligible for the NRHP: No

Are there Identified Sites in the APE: No

Site #	Eligibility	Effect	SHPO Concurrence Signature

Discuss Basis For Finding:

Photographs: Yes

Aerial/Topography Maps: Yes

Other:

POTENTIAL TO AFFECT HISTORIC PROPERTIES (If Adverse complete page 2): No Effect

**Historic Context: A Context for Common Historic Bridge Types**, NCHRP Project 25-25, Task15, prepared for the National Cooperative Highway Research Program, Transportation Research Council, National Research Council. Prepared by Parsons Brinkerhoff and Engineering and Industrial Heritage, October 2005

[https://www.dot7.state.pa.us/CRGIS/Attachments/Survey/A\\_Context\\_For\\_Common\\_Historic\\_Bridge\\_Types.pdf](https://www.dot7.state.pa.us/CRGIS/Attachments/Survey/A_Context_For_Common_Historic_Bridge_Types.pdf)

ATTACHMENTS:


Map showing topography, APE, Identified Historic Resources: Yes

Relevant Photographs: Yes

KHC Survey Form(s): No

Project Plans: No

Date of Field Investigation:	3/6/2023	As Determined by:	Rebecca H. Turner, AECOM
Date of Desktop Review:	3/7/2023	QA/QC Determined by:	Robert Ball, CRA

Organization	Name	Title	Date
KYTC DEA:			
KYSHPO:		Site Protection Program Administrator	4/5/2023



## Cultural Historic Program Review Form for Architectural History

KYTC No: 5-10043.00	Bridge No: 037B00052R
Route: I64 over Kentucky River	Year Built: 1963
County: Franklin	Bridge Project Type: Rehab-Superstructure
KHC Site Check: FY23-5192	Lat/Long: 38.160972, -84.851528

Project Type Listed the FHWA/KYTC/ACHP Section 106 Programmatic Agreement 2019:

- Attachment #2-11. Bridge rehabilitation, reconstruction, or replacement Rehab-Superstructure

Area of Potential Effects defined as a distance of 150-foot from the centerline of the Project in all directions as per SHPO guidance and indicated on the attached maps.

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Organization	Name	Title	Date
KYTC DEA:			
KYSHPO:		Site Protection Program Administrator	03/30/2023

**037B00052L** Fracture Critical & Routine Inspection  
10/18/2021 - 10/20/2021



North Profile



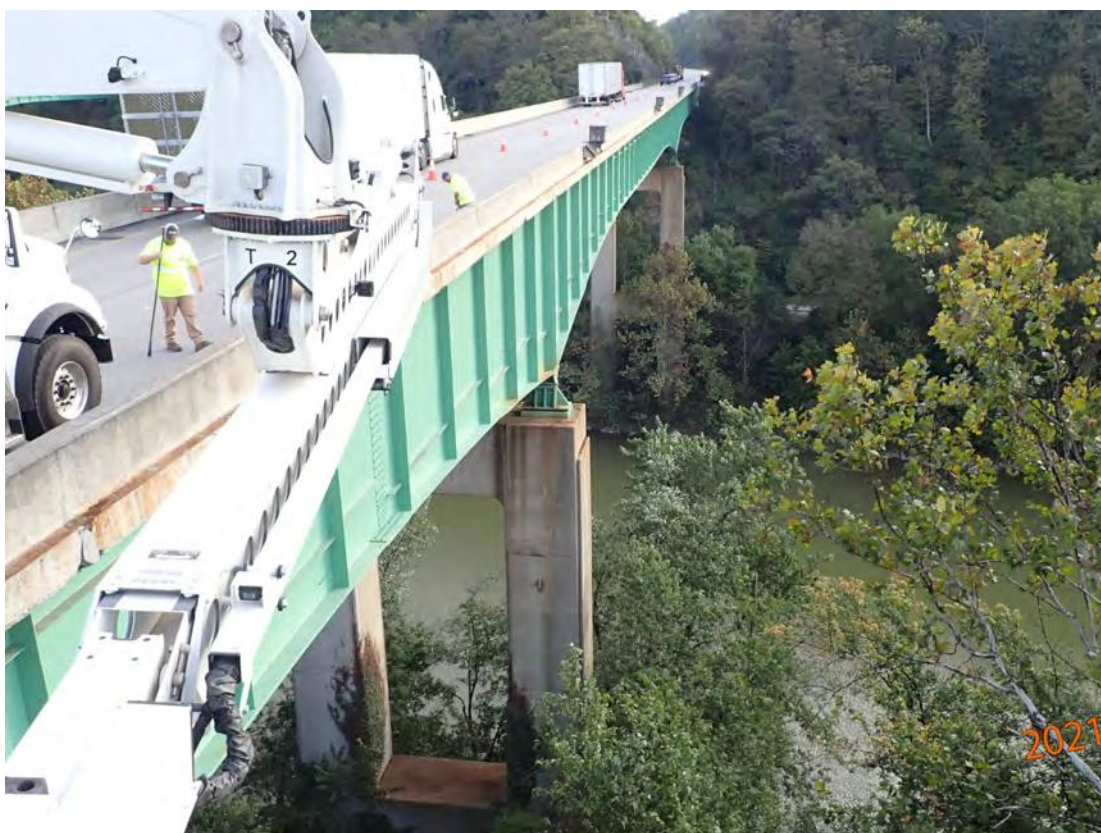
South Profile

**037B00052R** Fracture Critical & Routine Inspection  
10/11/2021 - 10/14/2021

KYTC Item No. 5-10043.00



North Profile



South Profile

KyTC BMP Plan for Project CID ## - #####



**Kentucky Transportation Cabinet**

**Highway District 1**

**And**

**\_\_\_\_\_ (2), Construction**

**Kentucky Pollutant Discharge Elimination System  
Permit KYR10**

**Best Management Practices (BMP) plan**

**Groundwater protection plan**

**For Highway Construction Activities**

**For**

**Replacement**

**Project: CID ## - #####**

## KyTC BMP Plan for Project CID ## - #####

### Project Information

Note – (1) = Design (2) = Construction (3) = Contractor

1. Owner – Kentucky Transportation Cabinet, District 5 (1)

2. Resident Engineer: (2)

3. Contractor Name: (2)

Address: (2)

Phone number: (2)

Contact: (2)

Contractor's agent responsible for compliance with KPDES permit requirements: (3)

4. Project Control Number: (2)

5. Route (Address): I-64 over Kentucky River (1)

6. Latitude/Longitude (project mid-point): 38.160968" / -84.851479" (1)

7. County (project mid-point): Franklin County (1)

8. Project start date (date work will begin): (2)

9. Projected completion date: (2)

## KyTC BMP Plan for Project CID ## - #####

### A. Site Description

1. **Nature of Construction Activity (from letting project description):** Address deficiencies of I-64 Bridge over Kentucky River (037B00052L and 037B00052R), Approx MP 55.45 to MP 55.5. SYP No. 5-10042 & 5-10043. (1)
2. **Order of major soil disturbing activities:** (2) and (3)
3. **Projected volume of material to be moved:** (3)
4. **Estimate of total project area (acres):** (3)
5. **Estimate of area to be disturbed (acres):** (3)
6. **Post construction runoff coefficient** will be included in the project drainage folder. Persons needing information pertaining to the runoff coefficient will contact the resident engineer to request this information. (1)
7. **Data describing existing soil condition:** Soils mapped within the project area by the United States Department of Agriculture–Natural Resources Conservation Service (USDA-NRCS) consist of the following soil types: (EkD) Eld Silt loam, 12 to 20 percent; (ErC) Elk silt loam, 6 to 12 percent slopes; (FcE) Fairmount-Rock outcrop complex, 12 to 30 percent slopes; (FcF) Fairmount-Rock outcrop complex, 30 to 60 percent slopes; and (McD) McAfee silt loam, 12 to 20 percent slopes. (source: [websoilsurvey.nrcs.usda.gov](http://websoilsurvey.nrcs.usda.gov)) (1) and (2)
8. **Data describing existing discharge water quality (if any):** (2)
9. **Receiving water name:** Kentucky River (1)
10. **TMDLs and Pollutants of Concern in Receiving Waters:** (1 DEA)
11. **Site map:** Project layout sheet plus the erosion control sheets in the project plans that depict Disturbed Drainage Areas (DDAs) and related information. These sheets depict the existing project conditions with areas delineated by DDA (drainage area bounded by watershed breaks and right of way limits), the storm water discharge locations (either as a point discharge or as overland flow) and the areas that drain to each discharge point. These plans define the limits of areas to be disturbed and the location of control measures. Controls will be either site specific as designated by the designer or will be annotated by the contractor and resident engineer before disturbance commences. The project layout sheet shows the surface waters and wetlands.
12. **Potential sources of pollutants:** The primary source of pollutants is solids that are mobilized during storm events. Other sources of pollutants include

## KyTC BMP Plan for Project CID ## - ####

oil/fuel/grease from servicing and operating construction equipment, concrete washout water, sanitary wastes and trash/debris. (3)

### B. Sediment and Erosion Control Measures

1. Plans for highway construction projects will include erosion control sheets that depict Disturbed Drainage Areas (DDAs) and related information. These plan sheets will show the existing project conditions with areas delineated by DDA within the right of way limits, the discharge points and the areas that drain to each discharge point. Project managers and designers will analyze the DDAs and identify Best Management Practices (BMPs) that are site specific. The balance of the BMPs for the project will be listed in the bid documents for selection and use by the contractor on the project with approval by the resident engineer.

Projects that do not have DDAs annotated on the erosion control sheets will employ the same concepts for development and managing BMP plans.

2. Following award of the contract, the contractor and resident engineer will annotate the erosion control sheets showing location and type of BMPs for each of the DDAs that will be disturbed at the outset of the project. This annotation will be accompanied by an order of work that reflects the order or sequence of major soil moving activities. The remaining DDAs are to be designated as "Do Not Disturb" until the contractor and resident engineer prepare the plan for BMPs to be employed. The initial BMP's shall be for the first phase (generally Clearing and Grubbing) and shall be modified as needed as the project changes phases. The BMP Plan will be modified to reflect disturbance in additional DDA's as the work progresses. All DDA's will have adequate BMP's in place before being disturbed.
3. As DDAs are prepared for construction, the following will be addressed for the project as a whole or for each DDA as appropriate:
  - **Construction Access**—This is the first land-disturbing activity. As soon as construction begins, bare areas will be stabilized with gravel and temporary mulch and/or vegetation.
  - **Sources**—At the beginning of the project, all DDAs for the project will be inspected for areas that are a source of storm water pollutants. Areas that are a source of pollutants will receive appropriate cover or BMPs to arrest the introduction of pollutants into storm water. Areas that have not been opened by the contractor will be inspected periodically (once per month) to determine if there is a need to employ BMPs to keep pollutants from entering storm water.
  - **Clearing and Grubbing**—The following BMP's will be considered and used where appropriate.

## KyTC BMP Plan for Project CID ## - #####

- Leaving areas undisturbed when possible.
  - Silt basins to provide silt volume for large areas.
  - Silt Traps Type A for small areas.
  - Silt Traps Type C in front of existing and drop inlets which are to be saved.
  - Diversion ditches to catch sheet runoff and carry it to basins or traps or to divert it around areas to be disturbed.
  - Brush and/or other barriers to slow and/or divert runoff.
  - Silt fences to catch sheet runoff on short slopes. For longer slopes, multiple rows of silt fence may be considered.
  - Temporary mulch for areas which are not feasible for the fore mentioned types of protections.
  - Non-standard or innovative methods.
- **Cut and Fill and Placement of Drainage Structures**—The BMP Plan will be modified to show additional BMP's such as:
- Silt Traps Type B in ditches and/or drainways as they are completed.
  - Silt Traps Type C in front of pipes after they are placed.
  - Channel Lining.
  - Erosion Control Blanket.
  - Non-standard or innovative methods.
- **Profile and X-Section in Place**—The BMP Plan will be modified to show elimination of BMP's which had to be removed and the addition of new BMP's as the roadway was shaped. Probably changes include:
- Silt Trap Type A, Brush and/or other barriers, Temporary mulch, and any other BMP which had to be removed for final grading to take place.
  - Additional Silt Traps Type B and Type C to be placed as final drainage patterns are put in place.
  - Additional Channel Lining and/or Erosion Control Blanket.
  - Temporary mulch for areas where Permanent Seeding and Protection cannot be done within 21 days.
  - Special BMP's such as Karst Policy.
- **Finish Work (Paving, Seeding, Protect, etc.)**—A final BMP Plan will result from modifications during this phase of construction. Probable changes include:
- Removal of Silt Traps Type B from ditches and drainways if they are protected with other BMP's which are sufficient to control

## KyTC BMP Plan for Project CID ## - #####

erosion, i.e. Erosion Control Blanket, or Permanent Seeding and Protection on moderate grades.

- Permanent Seeding and Protection.
  - Placing Sod.
  - Planting trees and/or shrubs where they are included in the project.
- BMP's, including Storm Water Management Devices such as velocity dissipation devices and Karst policy BMP's, to be installed during construction to control the pollutants in storm water discharges that will occur after construction has been completed are: (3)

### C. Other Control Measures

#### 1. Solid Materials

No solid materials, including building materials, shall be discharged to waters of the commonwealth, except as authorized by a Section 404 permit.

#### 2. Waste Materials

All waste materials that may leach pollutants (paint and paint containers, caulk tubes, oil/grease containers, liquids of any kind, soluble materials, etc.) will be collected and stored in appropriate covered waste containers. Waste containers shall be removed from the project site on a sufficiently frequent basis as to not allow wastes to become a source of pollution. All personnel will be instructed regarding the correct procedure for waste disposal. Wastes will be disposed in accordance with appropriate regulations. Notices stating these practices will be posted in the office.

#### 3. Hazardous Waste

All hazardous waste materials will be managed and disposed of in the manner specified by local or state regulation. The contractor shall notify the Section Engineer if there any hazardous wastes being generated at the project site and how these wastes are being managed. Site personnel will be instructed with regard to proper storage and handling of hazardous wastes when required. The Transportation Cabinet will file for generator, registration when appropriate, with the Division of Waste Management and advise the contractor regarding waste management requirements.

#### 4. Spill Prevention

The following material management practices will be used to reduce the risk of spills or other exposure of materials and substances to the weather and/or runoff.

(3)

- **Good Housekeeping**

## KyTC BMP Plan for Project CID ## - #####

The following good housekeeping practices will be followed onsite during the construction project.

- An effort will be made to store only enough product required to do the job.
- All materials stored onsite will be stored in a neat, orderly manner in their appropriate containers and, if possible, under a roof or other enclosure.
- Products will be kept in their original containers with the original manufacturer's label.
- Substances will not be mixed with one another unless recommended by the manufacturer.
- Whenever possible, all of the product will be used up before disposing of the container.
- Manufacturers' recommendations for proper use and disposal will be followed.
- The site contractor will inspect daily to ensure proper use and disposal of materials onsite.

### ➤ **Hazardous Products**

These practices will be used to reduce the risks associated with any and all hazardous materials.

- Products will be kept in original containers unless they are not resealable.
- Original labels and material safety data sheets (MSDS) will be reviewed and retained.
- Contractor will follow procedures recommended by the manufacturer when handling hazardous materials.
- If surplus product must be disposed of, manufacturers' or state/local recommended methods for proper disposal will be followed.

## **5. Product-specific Practices**

The following product-specific practices will be followed onsite:

### ➤ **Petroleum Products**

- Vehicles and equipment that are fueled and maintained on site will be monitored for leaks, and receive regular preventative maintenance to reduce the chance of leakage. Petroleum products onsite will be stored in tightly sealed containers, which are clearly labeled and will be protected from exposure to weather.

## KyTC BMP Plan for Project CID ## - #####

- The contractor shall prepare an Oil Pollution Spill Prevention Control and Countermeasure plan when the project that involves the storage of petroleum products in 55 gallon or larger containers with a total combined storage capacity of 1,320 gallons. This is a requirement of 40 CFR 112.
- This project (will / will not) (3) have over 1,320 gallons of petroleum products with a total capacity, sum of all containers 55 gallon capacity and larger.

### ➤ **Fertilizers**

Fertilizers will be applied at rates prescribed by the contract, standard specifications or as directed by the resident engineer. Once applied, fertilizer will be covered with mulch or blankets or worked into the soil to limit exposure to storm water. Storage will be in a covered shed. The contents of any partially used bags of fertilizer will be transferred to a sealable plastic bin to avoid spills.

### ➤ **Paints**

All containers will be tightly sealed and stored indoors or under roof when not being used. Excess paint or paint wash water will not be discharged to the drainage or storm sewer system but will be properly disposed of according to manufacturers' instructions or state and local regulations.

### ➤ **Concrete Truck Washout**

Concrete truck mixers and chutes will not be washed on pavement, near storm drain inlets, or within 75 feet of any ditch, stream, wetland, lake, or sinkhole. Where possible, excess concrete and wash water will be discharged to areas prepared for pouring new concrete, flat areas to be paved that are away from ditches or drainage system features, or other locations that will not drain off site. Where this approach is not possible, a shallow earthen wash basin will be excavated away from ditches to receive the wash water.

### ➤ **Spill Control Practices**

In addition to the good housekeeping and material management practices discussed in the previous sections of this plan, the following practices will be followed for spill prevention and cleanup:

- Manufacturers' recommended methods for spill cleanup will be clearly posted. All personnel will be made aware of procedures and the location of the information and cleanup supplies.
- Materials and equipment necessary for spill cleanup will be kept in the material storage area. Equipment and materials will include as

## KyTC BMP Plan for Project CID ## - ####

appropriate, brooms, dust pans, mops, rags, gloves, oil absorbents, sand, sawdust, and plastic and metal trash containers.

- All spills will be cleaned up immediately after discovery.
- The spill area will be kept well ventilated and personnel will wear appropriate protective clothing to prevent injury from contact with a hazardous substance.
- Spills of toxic or hazardous material will be reported to the appropriate state/local agency as required by KRS 224 and applicable federal law.
- The spill prevention plan will be adjusted as needed to prevent spills from reoccurring and improve spill response and cleanup.
- Spills of products will be cleaned up promptly. Wastes from spill clean-up will be disposed in accordance with appropriate regulations.

### D. Other State and Local Plans

This BMP plan shall include any requirements specified in sediment and erosion control plans, storm water management plans or permits that have been approved by other state or local officials. Upon submittal of the NOI, other requirements for surface water protection are incorporated by reference into and are enforceable under this permit (even if they are not specifically included in this BMP plan). This provision does not apply to master or comprehensive plans, non-enforceable guidelines or technical guidance documents that are not identified in a specific plan or permit issued for the construction site by state or local officials. (1)

### E. Maintenance

1. The BMP plan shall include a clear description of the maintenance procedures necessary to keep the control measures in good and effective operating condition.
2. Maintenance of BMPs during construction shall be a result of weekly and post rain event inspections with action being taken by the contractor to correct deficiencies.
3. Post Construction maintenance will be a function of normal highway maintenance operations. Following final project acceptance by the cabinet, district highway crews will be responsible for identification and correction of deficiencies regarding ground cover and cleaning of storm water BMPs. The project manager shall identify any BMPs that will be for the purpose of post construction storm water management with specific guidance for any non-routine maintenance. (1)

## KyTC BMP Plan for Project CID ## - #####

### F. Inspections

Inspection and maintenance practices that will be used to maintain erosion and sediment controls:

- All erosion prevention and sediment control measures will be inspected at least once each week and following any rain of one-half inch or more.
- Inspections will be conducted by individuals that have successfully completed KEPSC-RI course as required by Section 213.02.02 of the Standard Specifications for Road and Bridge Construction, current edition.
- Inspection reports will be written, signed, dated, and kept on file.
- Areas at final grade will be seeded and mulched within 14 days.
- Areas that are not at final grade where construction has ceased for a period of 21 days or longer and soil stock piles shall receive temporary mulch no later than 14 days from the last construction activity in that area.
- All measures will be maintained in good working order. If a repair is necessary, it will be initiated within 24 hours of being reported.
- Built-up sediment will be removed from behind the silt fence before it has reached halfway up the height of the fence.
- Silt fences will be inspected for bypassing, overtopping, undercutting, depth of sediment, tears, and to ensure attachment to secure posts.
- Sediment basins will be inspected for depth of sediment, and built-up sediment will be removed when it reaches 50 percent of the design capacity and at the end of the job.
- Diversion dikes and berms will be inspected and any breaches promptly repaired. Areas that are eroding or scouring will be repaired and re-seeded / mulched as needed.
- Temporary and permanent seeding and mulching will be inspected for bare spots, washouts, and healthy growth. Bare or eroded areas will be repaired as needed.
- All material storage and equipment servicing areas that involve the management of bulk liquids, fuels, and bulk solids will be inspected weekly for conditions that represent a release or possible release of pollutants to the environment.

## KyTC BMP Plan for Project CID ## - #####

### G. Non-Storm Water Discharges

It is expected that non-storm water discharges may occur from the site during the construction period. Examples of non-storm water discharges include:

- Water from water line flushings.
- Water form cleaning concrete trucks and equipment.
- Pavement wash waters (where no spills or leaks of toxic or hazardous materials have occurred).
- Uncontaminated groundwater and rain water (from dewatering during excavation).

All non-storm water discharges will be directed to the sediment basin or to a filter fence enclosure in a flat vegetated infiltration area or be filtered via another approved commercial product.

### H. Groundwater Protection Plan (3)

This plan serves as the groundwater protection plan as required by 401 KAR 5:037.

- Contractors statement: (3)

The following activities, as enumerated by 401 KAR 5:037 Section 2, require the preparation and implementation of a groundwater protection plan, and will or may be conducted as part of this construction project:

\_\_\_\_\_2. (e) Land treatment or land disposal of a pollutant;

\_\_\_\_\_2. (f) Storing...or related handling of hazardous waste, solid waste or special waste...in tanks, drums, or other containers, or in piles (does not include wastes managed in a container placed for collection and removal of municipal solid waste for disposal off site);

\_\_\_\_\_2. (g) ...handling of materials in bulk quantities (equal or greater than 55 gallons or 100 pounds net dry weight transported held in an individual container) that, if released to the environment, would be a pollutant;

\_\_\_\_\_2. (j) Storing or related handling of road oils, dust suppressants at a central location;

\_\_\_\_\_2. (k) Application or related handling of road oils, dust suppressants or deicing materials (does not include use of chloride-based deicing materials applied to roads or parking lots);

KyTC BMP Plan for Project CID ## - #####

\_\_\_\_\_ 2. (m) Installation, construction, operation, or abandonment of wells, bore holes, or core holes (does not include bore holes for the purpose of explosive demolition);

Or, check the following only if there are no qualifying activities:

\_\_\_\_\_ There are no activities for this project as listed in 401 KAR 5:037 Section 2 that require the preparation and implementation of a groundwater protection plan.

The contractor is responsible for the preparation of a plan that addresses the 401 KAR 5:037 Section 3. (3) Elements of site specific groundwater protection plan:

- (a) General information about this project is covered in the Project information;
- (b) Activities that require a groundwater protection plan have been identified above;
- (c) Practices that will protect groundwater from pollution are addressed in *Section C: Other Control Measures*.
- (d) Implementation schedule—all practices required to prevent pollution of groundwater are to be in place prior to conducting the activity;
- (e) Training is required as a part of the ground water protection plan. All employees of the contractor, sub-contractor, and resident engineer personnel will be trained to understand the nature and requirements of this plan as they pertain to their job function(s). Training will be accomplished within one week of employment and annually thereafter. A record of training will be maintained by the contractor with a copy provided to the resident engineer.
- (f) Areas of the project and groundwater plan activities will be inspected as part of the weekly sediment and erosion control inspections
- (g) Certification (see signature page).

KyTC BMP Plan for Project CID ## - #####

Contractor and Resident Engineer Plan Certification

The contractor that is responsible for implementing this BMP plan is identified in the Project Information section of this plan.

The following certification applies to all parties that are signatory to this BMP plan:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. Further, this plan complies with the requirements of 401 KAR 5:037. By this certification, the undersigned state that the individuals signing the plan have reviewed the terms of the plan and will implement its provisions as they pertain to ground water protection.

Resident Engineer and Contractor Certification:

(2) Resident Engineer signature

Signed _____	_____	_____
Typed or printed name <sup>2</sup>	Title	Signature

(3) Signed _____	_____	_____
Typed or printed name <sup>1</sup>	Title	Signature

- 1. Contractors Note: to be signed by a person who is the owner, a responsible corporate officer, a general partner or the proprietor or a person designated to have the authority to sign reports by such a person in accordance with 401 KAR 5:060 Section 9. This delegation shall be in writing to: Manager, KPDES Branch, Division of Water, 14 Reilly Road, Frankfort, Kentucky 40601. Reference the Project Control Number (PCN) and KPDES number when one has been issued.
- 2. KYTC note: to be signed by the Chief District Engineer or a person designated to have the authority to sign reports by such a person (usually the resident engineer) in accordance with 401 KAR 5:060 Section 9. This delegation shall be in writing to: Manager, KPDES Branch, Division of Water, 14 Reilly Road, Frankfort, Kentucky 40601. Reference the Project Control Number (PCN) and KPDES number when one has been issued.

KyTC BMP Plan for Project CID ## - ####

Sub-Contractor Certification

The following sub-contractor shall be made aware of the BMP plan and responsible for implementation of BMPs identified in this plan as follows:

Subcontractor Name:

Address:

Phone:

The part of BMP plan this subcontractor is responsible to implement is:

I certify under penalty of law that I understand the terms and conditions of the general Kentucky Pollutant Discharge Elimination System permit that authorizes the storm water discharges, the BMP plan that has been developed to manage the quality of water to be discharged as a result of storm events associated with the construction site activity and management of non-storm water pollutant sources identified as part of this certification.

Signed

Typed or printed name<sup>1</sup>

Title

Signature

1. Sub-Contractor Note: to be signed by a person who is the owner, a responsible corporate officer, a general partner or the proprietor or a person designated to have the authority to sign reports by such a person in accordance with 401 KAR 5:060 Section 9. This delegation shall be in writing to: Manager, KPDES Branch, Division of Water, 14 Reilly Road, Frankfort, Kentucky 40601. Reference the Project Control Number (PCN) and KPDES number when one has been issued.

MATERIAL SUMMARY

CONTRACT ID: 232989

037GR23M054

MB03700642301

LOUISVILLE-LEXINGTON ROAD (I-64) BRIDGE 037B00052L OVER KENTUCKY RIVER AND KY 1263 AT MP 55.40  
BRIDGE REPAIR MISCELLANEOUS WORK.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0005	02562	TEMPORARY SIGNS	96.00	SQFT
0010	02650	MAINTAIN & CONTROL TRAFFIC - APPLIES TO 037B00052L	1.00	LS
0015	02671	PORTABLE CHANGEABLE MESSAGE SIGN	5.00	EACH
0020	25075EC	QUEUE PROTECTION VEHICLE	360.00	HOURL
0025	25117EC	FURNISH QUEUE PROTECTION VEHICLES	1.50	MONTH
0030	26136EC	PORTABLE QUEUE WARNING ALERT SYSTEM	5.50	MONTH
0035	26137EC	QUEUE WARNING PCMS	44.00	MONTH
0040	26138EC	QUEUE WARNING PORTABLE RADAR SENSORS	44.00	MONTH
0045	03300	ELIMINATE TRANSVERSE JOINT	60.00	LF
0050	08150	STEEL REINFORCEMENT	1,200.00	LB
0055	22146EN	CONCRETE PATCHING REPAIR	25.00	SQFT
0060	23386EC	JOINT SEAL REPLACEMENT	30.00	LF
0065	23744EC	EPOXY INJECTION CRACK REPAIR	150.00	LF
0070	24409EC	DRILL HOLES IN STEEL MEMBERS - CA3	1.00	EACH
0075	24879EC	STEEL REPAIR - FLOOR BEAM - FB1	20.00	EACH
0080	24879EC	STEEL REPAIR - FLOORBEAM REPAIR - FB2	6.00	EACH
0085	24879EC	STEEL REPAIR - STRINGER REPAIR - SE1	11.00	EACH
0090	24879EC	STEEL REPAIR - STRINGER REPAIR - SE2	2.00	EACH
0095	24879EC	STEEL REPAIR - STRINGER REPAIR - SMS	30.00	EACH
0100	24879EC	STEEL REPAIR - STRINGER REPAIR - SRS	33.00	EACH
0105	24982EC	CONCRETE COATING - APPROXIMATE 2938 SF	1.00	LS
0110	02568	MOBILIZATION	1.00	LS
0115	02569	DEMOBILIZATION	1.00	LS

MATERIAL SUMMARY

CONTRACT ID: 232989

037GR23M054

MB03700642302

LOUISVILLE-LEXINGTON ROAD (I-64) BRIDGE 037B00052R OVER KENTUCKY RIVER AND KY 1263 AT MP 55.46 BRIDGE REPAIR MISCELLANEOUS WORK.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0120	02562	TEMPORARY SIGNS	96.00	SQFT
0125	02650	MAINTAIN & CONTROL TRAFFIC - APPLIES TO 037B00052R	1.00	LS
0130	02671	PORTABLE CHANGEABLE MESSAGE SIGN	5.00	EACH
0135	25075EC	QUEUE PROTECTION VEHICLE	360.00	HOUR
0140	25117EC	FURNISH QUEUE PROTECTION VEHICLES	1.50	MONT
0145	26136EC	PORTABLE QUEUE WARNING ALERT SYSTEM	5.50	MONT
0150	26137EC	QUEUE WARNING PCMS	44.00	MONT
0155	26138EC	QUEUE WARNING PORTABLE RADAR SENSORS	44.00	MONT
0160	03300	ELIMINATE TRANSVERSE JOINT	60.00	LF
0165	08150	STEEL REINFORCEMENT	1,200.00	LB
0170	21650NN	BOLT/RIVET REPLACEMENT - RB1	2.00	EACH
0175	22146EN	CONCRETE PATCHING REPAIR	100.00	SQFT
0180	23386EC	JOINT SEAL REPLACEMENT	30.00	LF
0185	23744EC	EPOXY INJECTION CRACK REPAIR	50.00	LF
0190	24409EC	DRILL HOLES IN STEEL MEMBERS - CA1	1.00	EACH
0195	24409EC	DRILL HOLES IN STEEL MEMBERS - CA2	1.00	EACH
0200	24879EC	STEEL REPAIR - FLOOR BEAM - FB1	20.00	EACH
0205	24879EC	STEEL REPAIR - FLOORBEAM REPAIR - FB2	6.00	EACH
0210	24879EC	STEEL REPAIR - STRINGER REPAIR - SE1	11.00	EACH
0215	24879EC	STEEL REPAIR - STRINGER REPAIR - SE2	2.00	EACH
0220	24879EC	STEEL REPAIR - STRINGER REPAIR - SMS	30.00	EACH
0225	24879EC	STEEL REPAIR - STRINGER REPAIR - SRS	33.00	EACH
0230	24982EC	CONCRETE COATING - APPROXIMATE 2938 SF	1.00	LS
0235	02568	MOBILIZATION	1.00	LS
0240	02569	DEMOBILIZATION	1.00	LS

COUNTY OF	ITEM NO.	SHEET NO.
FRANKLIN	5-10042.00	L01
FRANKLIN	5-10043.00	L01

037B00052L/R LOCATION MAP



BRIDGE NOS. 037B00052L/R

I-64 OVER KENTUCKY RIVER BRIDGE NOS. 037B00052L/R - BRIDGE REPAIRS  
LOCATION MAP



COMMONWEALTH OF KENTUCKY  
DEPARTMENT OF HIGHWAYS



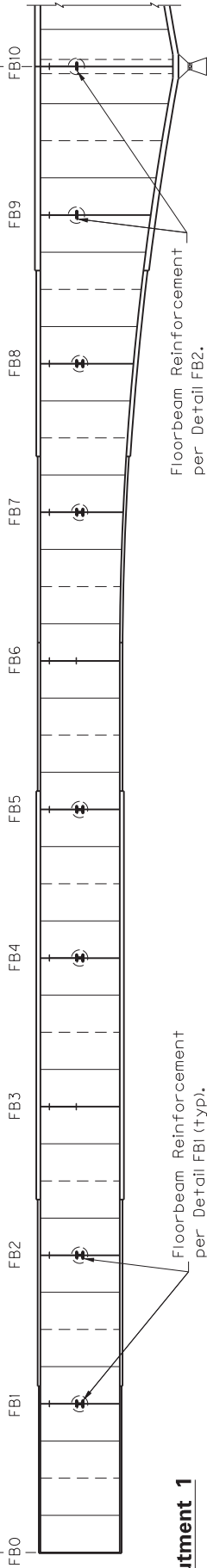
037B00052L/R – I-64 – INDEX OF SHEETS

Index of Sheets - I-64 over Kentucky River (037B00052L/R)		
Sheet No.	Bridge ID	Sheet Name
I01	037B00052L/R	Index of Sheets
R01	037B00052L	Span 1 - Plan and Elevation
R02	037B00052L	Span 2 - Plan and Elevation (1 of 2)
R03	037B00052L	Span 2 - Plan and Elevation (2 of 2)
R04	037B00052L	Span 3 - Plan and Elevation
R05	037B00052L	Repair Summary Table (1 of 2)
R06	037B00052L	Repair Summary Table (2 of 2)
R07	037B00052R	Span 1 - Plan and Elevation
R08	037B00052R	Span 2 - Plan and Elevation (1 of 2)
R09	037B00052R	Span 2 - Plan and Elevation (2 of 2)
R10	037B00052R	Span 3 - Plan and Elevation
R11	037B00052R	Repair Summary Table (1 of 2)
R12	037B00052R	Repair Summary Table (2 of 2)
R13	037B00052L/R	Typical Section View at Floorbeam - Proposed Conditions
R14	037B00052R	Stringer and Web Crack Arrest Detail - "CA1"
R15	037B00052R	Stringer and Web Crack Arrest Detail - "CA2"
R16	037B00052L	Floorbeam End and Web Crack Arrest Detail - "CA3"
R17	037B00052R	Bolt Replacement Detail - "RB1"
R18	037B00052L/R	Floorbeam Strengthening Detail - "FB1"
R19	037B00052L/R	Floorbeam Strengthening Detail - "FB2"
R20	037B00052L/R	Existing Conditions - Stringer Ends Under Previous Deck Joint Elimination
R21	037B00052L/R	Proposed Conditions - Stringer End Reinforcement Detail - "SE1"
R22	037B00052L/R	Existing Conditions - Transverse Joint Elimination Details
R23	037B00052L/R	Proposed Conditions - Stringer End Reinforcement Detail - "SE2"
R24	037B00052L/R	Proposed Conditions - Joint Elimination Detail - "X" (1 of 2)
R25	037B00052L/R	Proposed Conditions - Joint Elimination Detail - "X" (2 of 2)
R26	037B00052L/R	Stringer Reinforcement at Support Detail - "SRS"
R27	037B00052L/R	Stringer Reinforcement at Mid-Span Detail - "SMS"
R28	037B00052L/R	Transverse Joint Replacement Details at FB0
R29	037B00052L/R	Concrete Coating and Repair Limits at Piers

BRIDGE NOS. 037B00052L/R

037B00052L - I-64 WESTBOUND

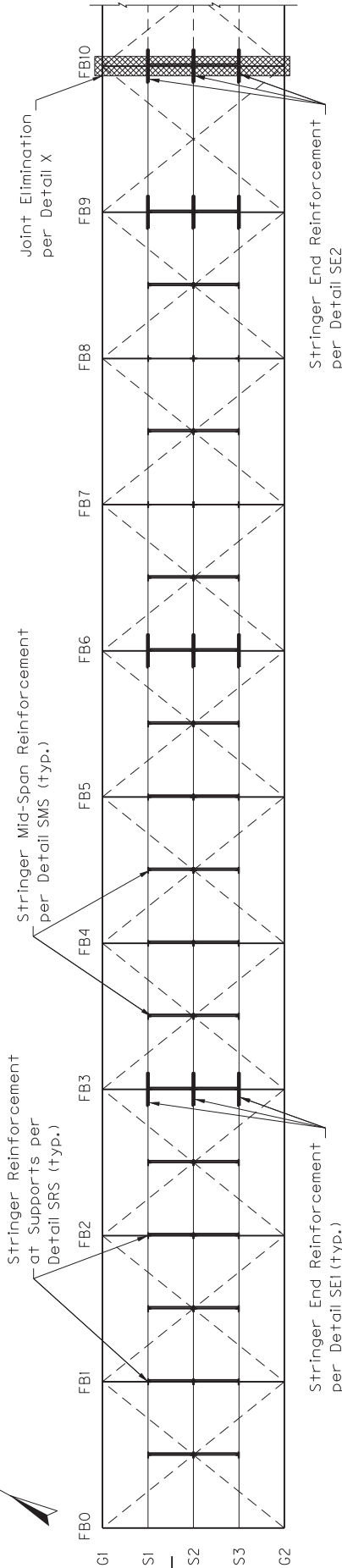
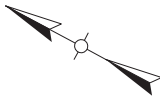
10 Spaces @ 22'-6" = 225'-0" (Floorbeam Spacing)



Abutment 1

Floorbeam Strengthening Legend  
(S) Per Detail 'FBI'  
(X) Per Detail 'FB2'

SPAN 1 SECTION A-A



SPAN 1 FRAMING PLAN

BRIDGE NO. 037B00052L

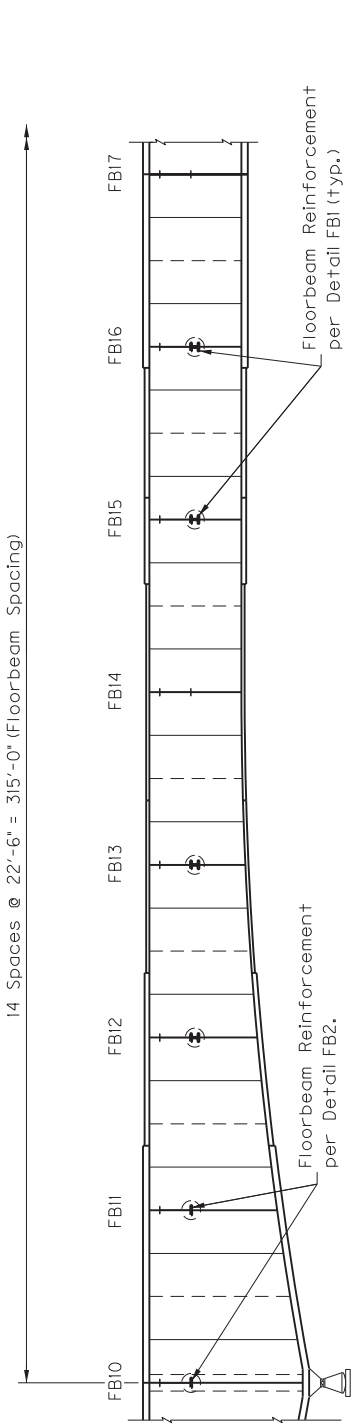


COMMONWEALTH OF KENTUCKY  
DEPARTMENT OF HIGHWAYS

I-64 OVER KENTUCKY RIVER BRIDGE NO. 037B00052L - BRIDGE REPAIRS  
SPAN 1 - PLAN AND ELEVATION

COUNTY OF	ITEM NO.	SHEET NO.
FRANKLIN	5-10042.00	R02

037B00052L - I-64 WESTBOUND

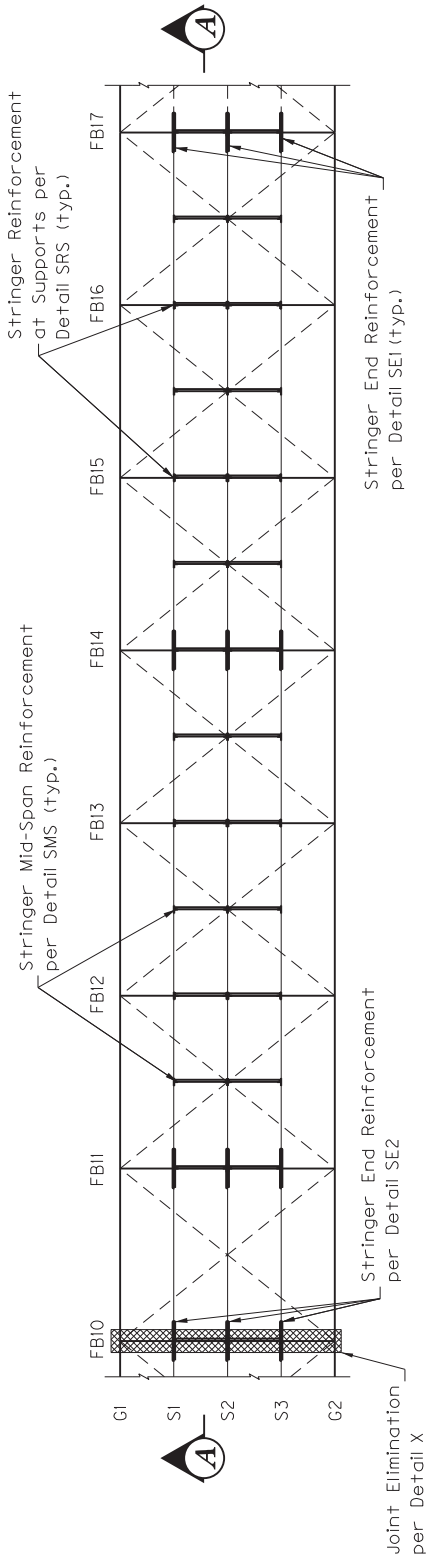
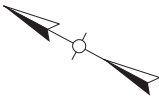


**Span 2 Section A-A**

**Floorbeam Strengthening Legend**

- ⊕ Per Detail 'FBI'
- ⊕ Per Detail 'FB2'

Pier 2

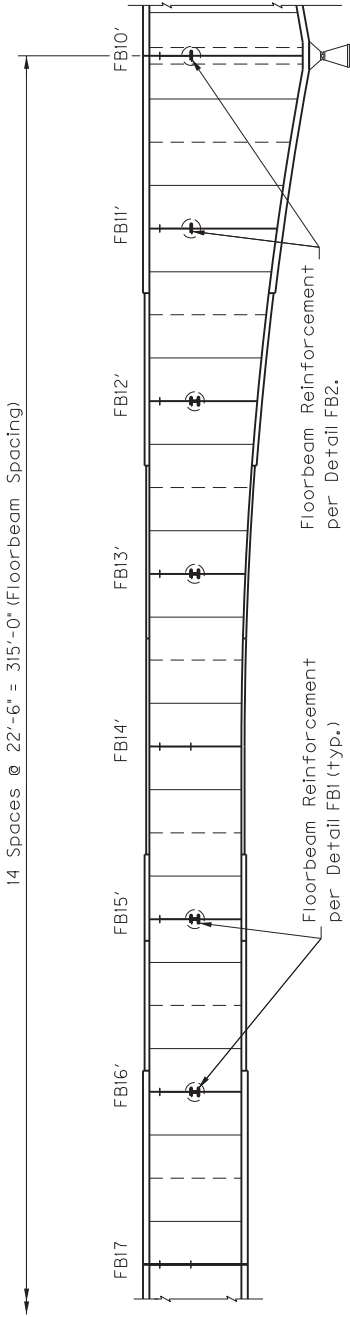


Span 2 Framing Plan

BRIDGE NO. 037B00052L

COUNTY OF	ITEM NO.	SHEET NO.
FRANKLIN	5-10042.00	R03

037B00052L - I-64 WESTBOUND

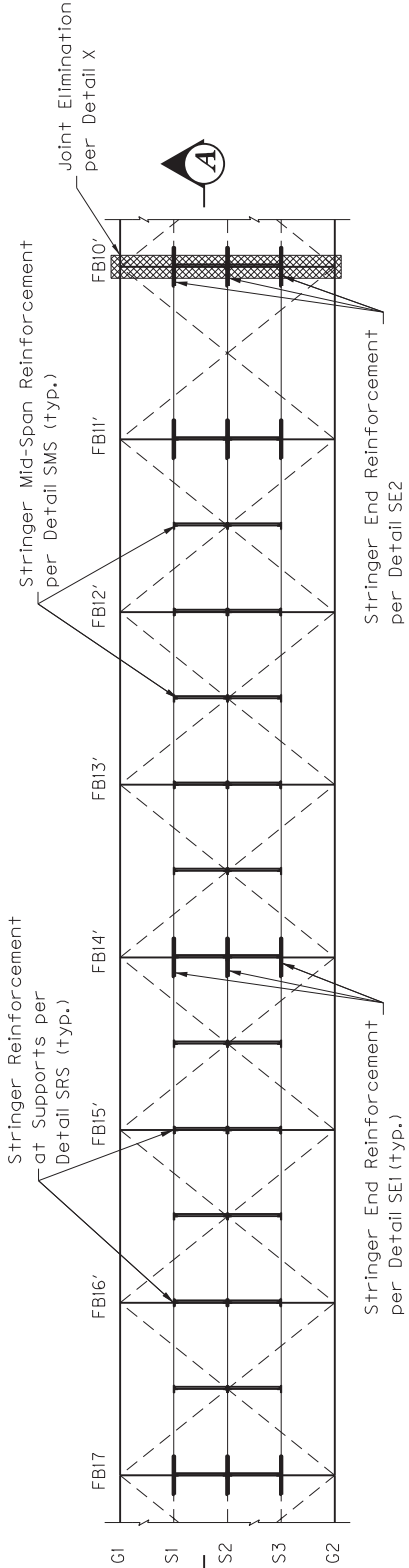
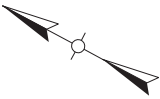


Floorbeam Strengthening Legend

- ⊗ Per Detail "FBI"
- ⊙ Per Detail "FB2"

SPAN 2 SECTION A-A

Pier 3



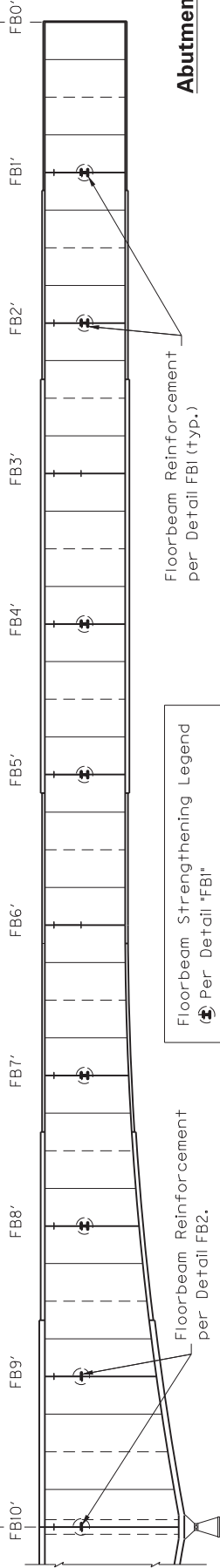
SPAN 2 FRAMING PLAN

BRIDGE NO. 037B00052L

COUNTY OF	ITEM NO.	SHEET NO.
FRANKLIN	5-10042.00	R04

037B00052L - I-64 WESTBOUND

10 Spaces @ 22'-6" = 225'-0" (Floorbeam Spacing)



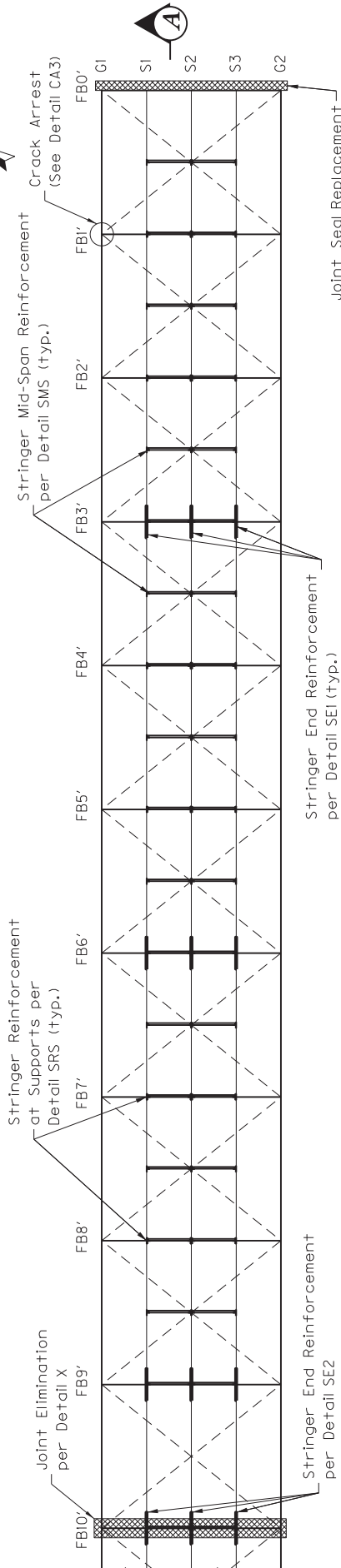
**Floorbeam Strengthening Legend**

- ⊕ Per Detail 'FBI'
- ⊕ Per Detail 'FB2'

Abutment 4

Pier 3

SPAN 3 SECTION A-A



SPAN 3 FRAMING PLAN

BRIDGE NO. 037B00052L

037B00052L - I-64 WESTBOUND

COUNTY OF	ITEM NO.	SHEET NO.
FRANKLIN	5-10042.00	R05

Bridge Repair Summary Table - I-64 WB over Kentucky River (037B00052L)

Bridge Repair Summary Table - I-64 WB over Kentucky River (037B00052L)

Location	Member Type	Repair Type	Repair Detail	Description	Location	Member Type	Repair Type	Repair Detail	Description
FB0	Floorbeam	None	N/A		FB17-FB16'	Stringer	Strengthening		
FB0-FB1	Stringer	Strengthening	SMS	Add Int. Diaphragms	FB16'	Floorbeam	Strengthening	SMS	Add Int. Diaphragms
FB1	Floorbeam	Strengthening	FB1	Add HP12x53 to Btm Flange	FB16'-FB15'	Stringer	Strengthening	FB1	Add Int. Diaphragms
FB1-FB2	Stringer	Strengthening	SFS	Add Diaphragms at Support	FB15'	Floorbeam	Strengthening	FB1	Add HP12x53 to Btm Flange
FB1-FB2	Stringer	Strengthening	SMS	Add Int. Diaphragms	FB15'-FB14'	Stringer	Strengthening	SMS	Add Int. Diaphragms
FB2	Floorbeam	Strengthening	FB1	Add HP12x53 to Btm Flange	FB14'	Floorbeam	None	N/A	
FB2	Stringer	Strengthening	SFS	Add Diaphragms at Support	FB14'	Stringer	Strengthening	SE1	Add web plates & end diaphragms
FB2-FB3	Stringer	Strengthening	SMS	Add Int. Diaphragms	FB14'-FB13'	Stringer	Strengthening	SMS	Add Int. Diaphragms
FB3	Floorbeam	None	N/A		FB13'	Floorbeam	Strengthening	FB1	Add HP12x53 to Btm Flange
FB3	Stringer	Strengthening	SE1	Add web plates & end diaphragms	FB13'-FB12'	Stringer	Strengthening	SMS	Add Int. Diaphragms
FB3-FB4	Stringer	Strengthening	SMS	Add Int. Diaphragms	FB12'	Floorbeam	Strengthening	FB1	Add HP12x53 to Btm Flange
FB4	Floorbeam	Strengthening	FB1	Add HP12x53 to Btm Flange	FB12'-FB11'	Stringer	Strengthening	SMS	Add Int. Diaphragms
FB4-FB5	Stringer	Strengthening	SMS	Add Int. Diaphragms	FB11'	Floorbeam	Strengthening	FB2	Add 7/8"x1'-0"x6'-0" Plate to Btm Flange
FB5	Floorbeam	Strengthening	FB1	Add HP12x53 to Btm Flange	FB11'	Stringer	Strengthening	SE1	Add web plates & end diaphragms
FB5-FB6	Stringer	Strengthening	SMS	Add Int. Diaphragms	FB10'	Deck Joint	Joint elimination	X	Eliminate Deck Joint
FB6	Floorbeam	None	N/A		FB10'	Floorbeam	Strengthening	FB2	Add 7/8"x1'-0"x6'-0" Plate to Btm Flange
FB6	Stringer	Strengthening	SE1	Add web plates & end diaphragms	FB10'	Stringer	Strengthening	SE2	Add web plates & end diaphragms
FB6-FB7	Stringer	Strengthening	SMS	Add Int. Diaphragms	FB9'	Floorbeam	Strengthening	FB2	Add 7/8"x1'-0"x6'-0" Plate to Btm Flange
FB7	Floorbeam	Strengthening	FB1	Add HP12x53 to Btm Flange	FB9'	Stringer	Strengthening	SE1	Add web plates & end diaphragms
FB7-FB8	Stringer	Strengthening	SMS	Add Int. Diaphragms	FB9'-FB8'	Stringer	Strengthening	SMS	Add Int. Diaphragms
FB8	Floorbeam	Strengthening	FB1	Add HP12x53 to Btm Flange	FB8'	Floorbeam	Strengthening	FB1	Add HP12x53 to Btm Flange
FB8-FB9	Stringer	Strengthening	SMS	Add Int. Diaphragms	FB8'-FB7'	Stringer	Strengthening	SMS	Add Int. Diaphragms
FB9	Floorbeam	Strengthening	FB2	Add 7/8"x1'-0"x6'-0" Plate to Btm Flange	FB7'	Floorbeam	Strengthening	FB1	Add HP12x53 to Btm Flange
FB9	Stringer	Strengthening	SE1	Add web plates & end diaphragms	FB7'-FB6'	Stringer	Strengthening	SMS	Add Int. Diaphragms
FB10	Deck Joint	Joint elimination	X	Eliminate Deck Joint	FB6'	Floorbeam	None	N/A	
FB10	Floorbeam	Strengthening	FB2	Add 7/8"x1'-0"x6'-0" Plate to Btm Flange	FB6'	Stringer	Strengthening	SE1	Add web plates & end diaphragms
FB10	Stringer	Strengthening	SE2	Add web plates & end diaphragms	FB6'-FB5'	Stringer	Strengthening	SMS	Add Int. Diaphragms
FB11	Floorbeam	Strengthening	FB2	Add 7/8"x1'-0"x6'-0" Plate to Btm Flange	FB5'	Floorbeam	Strengthening	FB1	Add HP12x53 to Btm Flange
FB11	Stringer	Strengthening	SE1	Add web plates & end diaphragms	FB5'-FB4'	Stringer	Strengthening	SMS	Add Int. Diaphragms
FB11-FB12	Stringer	Strengthening	SMS	Add Int. Diaphragms	FB4'	Floorbeam	Strengthening	FB1	Add HP12x53 to Btm Flange
FB12	Floorbeam	Strengthening	FB1	Add HP12x53 to Btm Flange	FB4'-FB3'	Stringer	Strengthening	SMS	Add Int. Diaphragms
FB12-FB13	Stringer	Strengthening	SMS	Add Int. Diaphragms	FB3'	Floorbeam	None	N/A	
FB13	Floorbeam	Strengthening	FB1	Add HP12x53 to Btm Flange	FB3'	Stringer	Strengthening	SE1	Add web plates & end diaphragms
FB13-FB14	Stringer	Strengthening	SMS	Add Int. Diaphragms	FB3'-FB2'	Stringer	Strengthening	SMS	Add Int. Diaphragms
FB14	Floorbeam	None	N/A		FB2'	Floorbeam	Strengthening	FB1	Add HP12x53 to Btm Flange
FB14	Stringer	Strengthening	SE1	Add web plates & end diaphragms	FB2'-FB1'	Stringer	Strengthening	SMS	Add Int. Diaphragms
FB14-FB15	Stringer	Strengthening	SMS	Add Int. Diaphragms	FB1'	Floorbeam	Strengthening	FB1	Add HP12x53 to Btm Flange
FB15	Floorbeam	Strengthening	FB1	Add HP12x53 to Btm Flange	FB1'	Floorbeam	Crack arrest (FTH5)	CA3	Verify end of crack and drill crack arrest hole
FB15-FB16	Stringer	Strengthening	SMS	Add Int. Diaphragms	FB1'-FB0'	Stringer	Strengthening	SMS	Add Int. Diaphragms

BRIDGE NO. 037B00052L

COUNTY OF	ITEM NO.	SHEET NO.
FRANKLIN	5-10042.00	R06

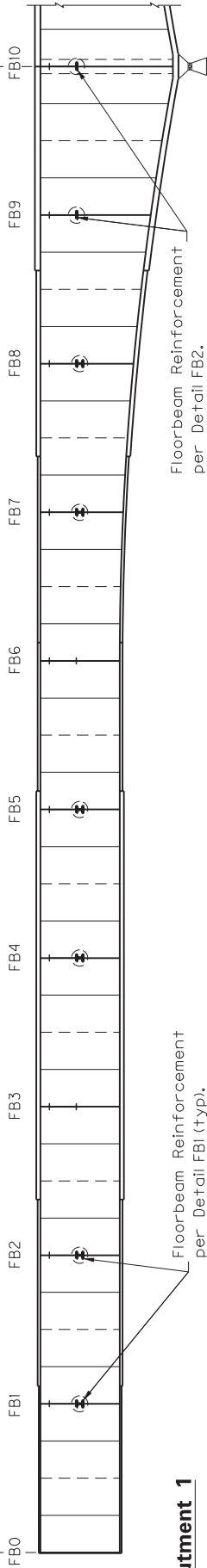
037B00052L - I-64 WESTBOUND

Bridge Repair Summary Table - I-64 WB over Kentucky River (037B00052L)				
Location	Member Type	Repair Type	Repair Detail	Description
Abut. 4/FB01	Deck Joint	Replace Joint Seal	Per. Stds. & Specs.	
Pier 2	Cap& Columns	Concrete coating	Per. Stds. & Specs.	Concrete coating above uppermost column rustication joint
Pier 2	Column 2	Epoxy injection	Per. Stds. & Specs.	Inject epoxy into cracks
Pier 2	Column 2	Concrete patch	Per. Stds. & Specs.	Remove unsound concrete and repair spalls
Pier 3	Cap& Columns	Concrete coating	Per. Stds. & Specs.	Concrete coating above uppermost column rustication joint
Pier 3	Column 1	Epoxy injection	Per. Stds. & Specs.	Inject epoxy into cracks
Pier 3	Column 1	Concrete patch	Per. Stds. & Specs.	Remove unsound concrete and repair spalls
Pier 3	Strut	Epoxy injection	Per. Stds. & Specs.	Inject epoxy into cracks
Pier 3	Strut	Concrete patch	Per. Stds. & Specs.	Remove unsound concrete and repair spalls
Pier 3	Column 2	Epoxy injection	Per. Stds. & Specs.	Inject epoxy into cracks
Pier 3	Column 2	Concrete patch	Per. Stds. & Specs.	Remove unsound concrete and repair spalls
Pier 3	Column 2	Concrete coating	Per. Stds. & Specs.	Concrete coating

BRIDGE NO. 037B00052L

037B00052R - I-64 EASTBOUND

10 Spaces @ 22'-6" = 225'-0" (Floorbeam Spacing)



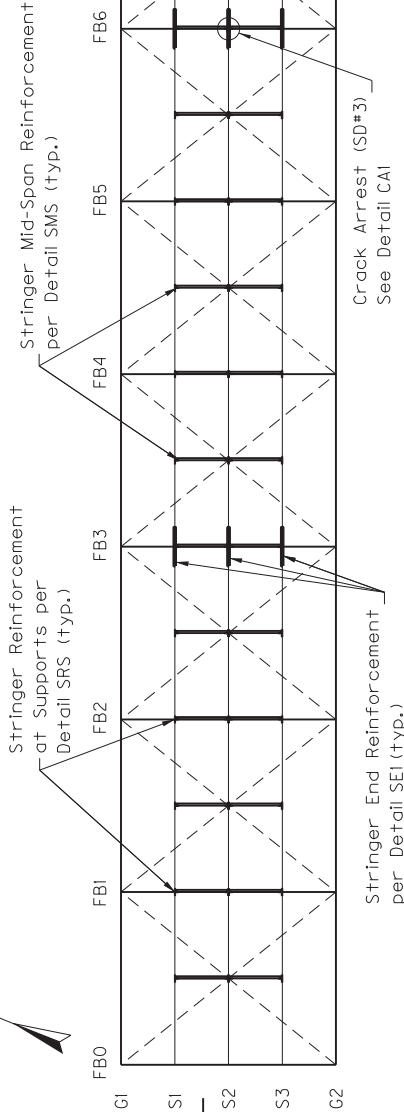
Abutment 1

SPAN 1 SECTION A-A

Floorbeam Strengthening Legend

- ⊕ Per Detail 'FB1'
- ⊕ Per Detail 'FB2'

Pier 2

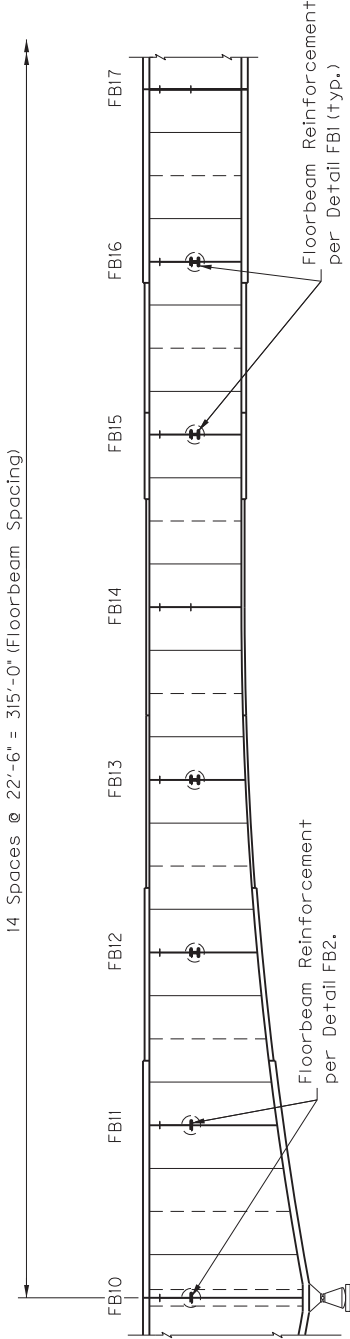


SPAN 1 FRAMING PLAN

BRIDGE NO. 037B00052R

COUNTY OF	ITEM NO.	SHEET NO.
FRANKLIN	5-10043.00	R08

037B00052R - I-64 EASTBOUND

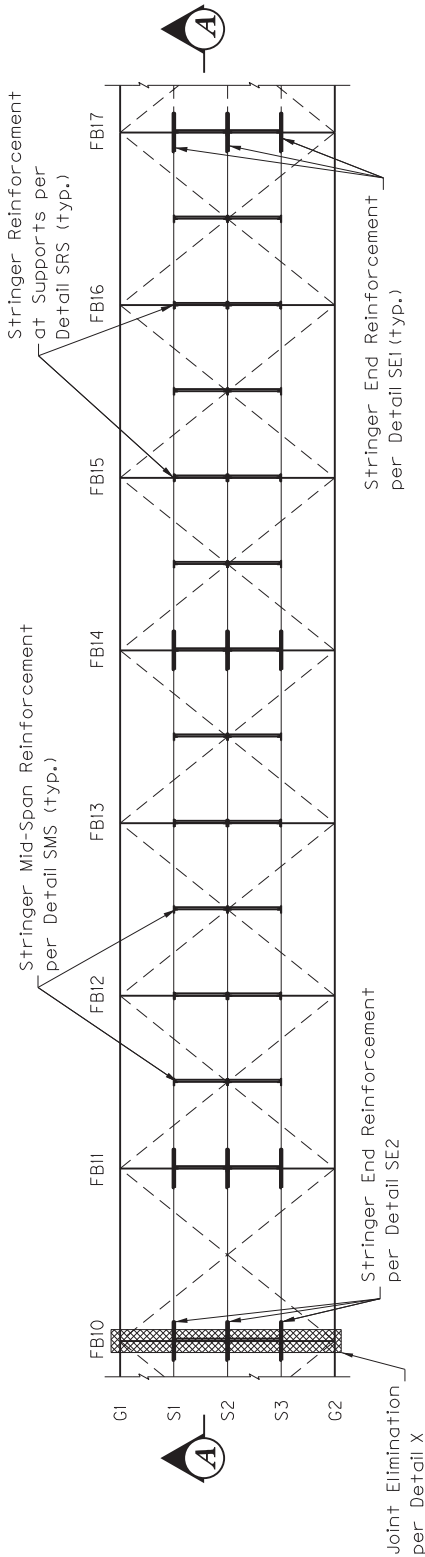


Pier 2

SPAN 2 SECTION A-A

Floorbeam Strengthening Legend

	Per Detail 'FBI'
	Per Detail 'FB2'



SPAN 2 FRAMING PLAN

BRIDGE NO. 037B00052R

I-64 OVER KENTUCKY RIVER BRIDGE NO. 037B00052R - BRIDGE REPAIRS  
SPAN 2 - PLAN AND ELEVATION (1 OF 2)

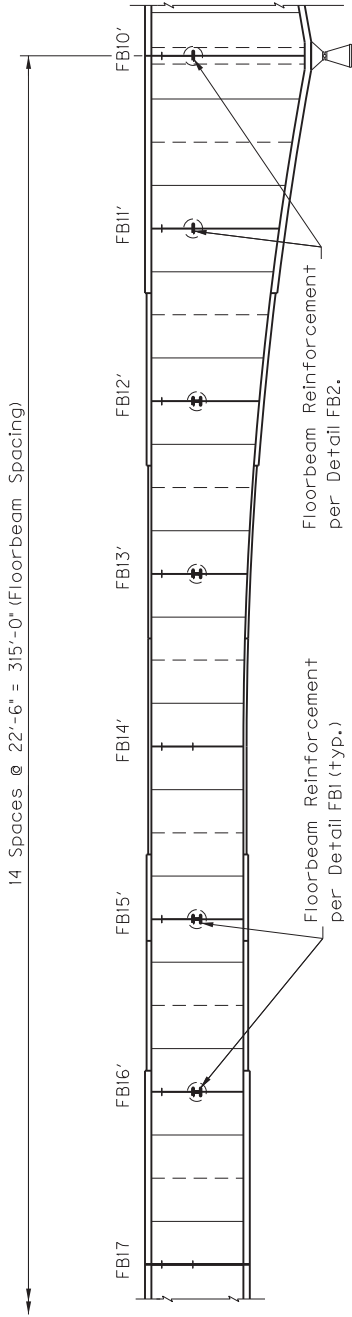


COMMONWEALTH OF KENTUCKY  
DEPARTMENT OF HIGHWAYS



COUNTY OF	ITEM NO.	SHEET NO.
FRANKLIN	5-10043.00	R09

037B00052R - I-64 EASTBOUND

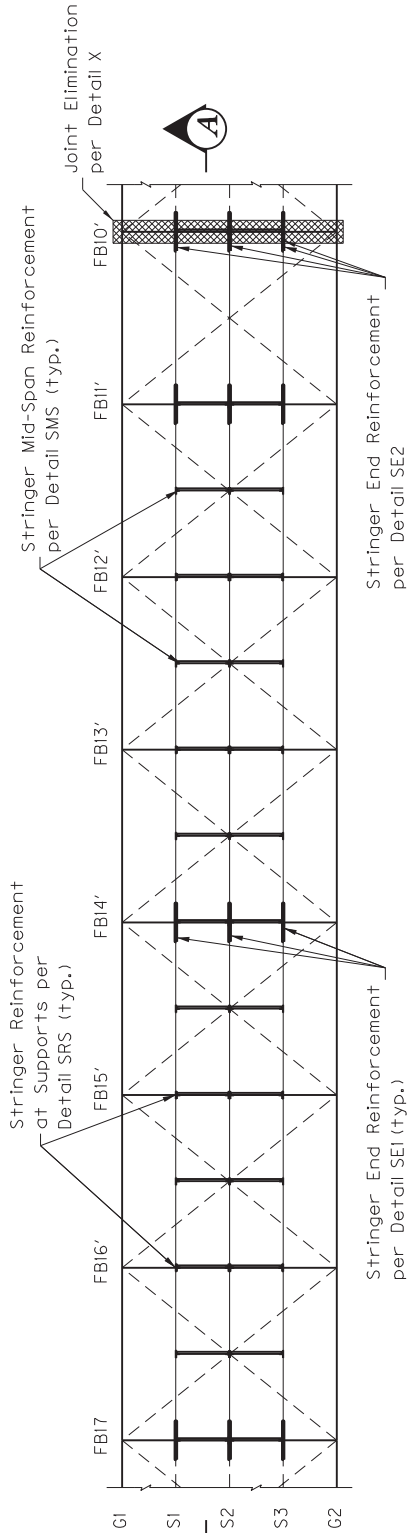


Floorbeam Strengthening Legend

- ⊕ Per Detail 'FB1'
- ⊕ Per Detail 'FB2'

SPAN 2 SECTION A-A

Pier 3



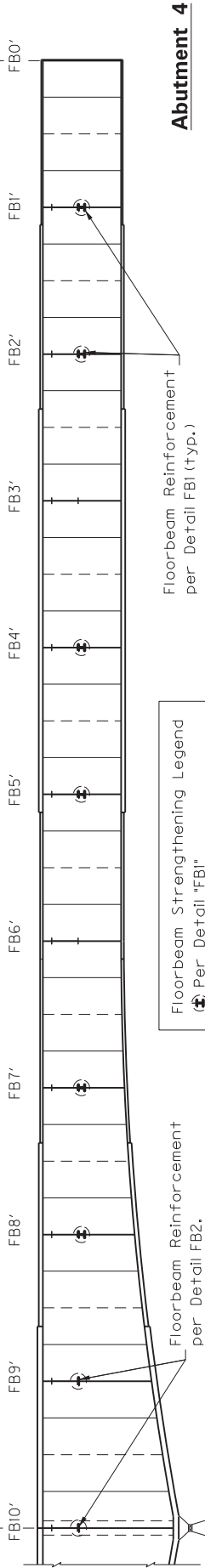
SPAN 2 FRAMING PLAN

BRIDGE NO. 037B00052R

COUNTY OF	ITEM NO.	SHEET NO.
FRANKLIN	5-10043.00	R10

037B00052R - I-64 EASTBOUND

10 Spaces @ 22'-6" = 225'-0" (Floorbeam Spacing)



**Floorbeam Strengthening Legend**

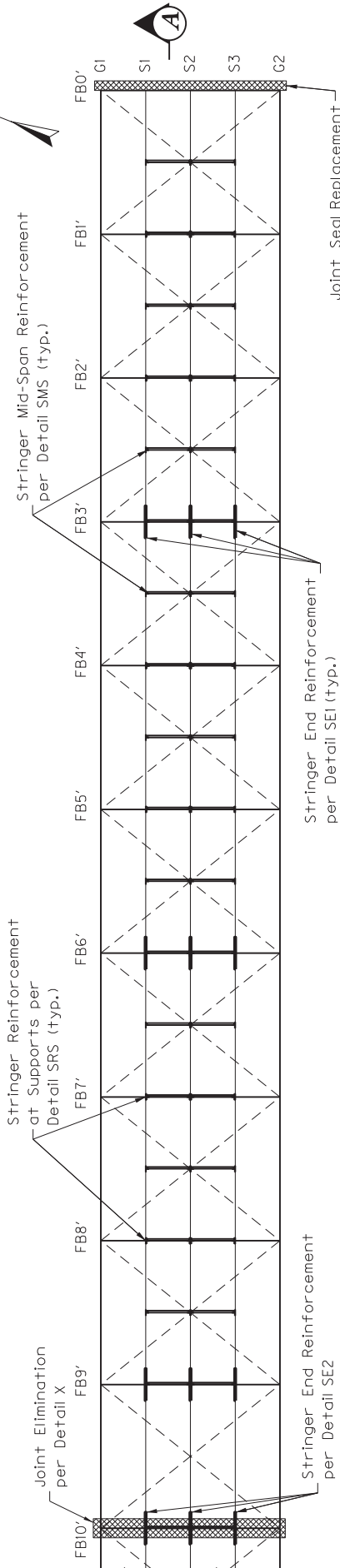
⊗ Per Detail "FBI"

⊙ Per Detail "FB2"

Abutment 4

Pier 3

SPAN 3 SECTION A-A



SPAN 3 FRAMING PLAN

BRIDGE NO. 037B00052R

## 037B00052R - I-64 EASTBOUND

Bridge Repair Summary Table - I-64 EB over Kentucky River (037B00052R)

Location	Member Type	Repair Type	Repair Detail	Description
FB0	Floorbeam	None	N/A	
FB0-FB1	Stringer	Strengthening	SMS	Add Int. Diaphragms
FB1	Floorbeam	Strengthening	FB1	Add HP12x53 to Btm Flange
FB1	Stringer	Strengthening	SFS	Add Diaphragms at Support
FB1-FB2	Stringer	Strengthening	SMS	Add Int. Diaphragms
FB2	Floorbeam	Strengthening	FB1	Add HP12x53 to Btm Flange
FB2	Stringer	Strengthening	SFS	Add Diaphragms at Support
FB2-FB3	Stringer	Strengthening	SMS	Add Int. Diaphragms
FB3	Floorbeam	None	N/A	
FB3	Stringer	Strengthening	SE1	Add web plates & end diaphragms
FB3-FB4	Stringer	Strengthening	SMS	Add Int. Diaphragms
FB4	Floorbeam	Strengthening	FB1	Add HP12x53 to Btm Flange
FB4-FB5	Stringer	Strengthening	SMS	Add Int. Diaphragms
FB5	Floorbeam	Strengthening	FB1	Add HP12x53 to Btm Flange
FB5-FB6	Stringer	Strengthening	SMS	Add Int. Diaphragms
FB6	Floorbeam	None	N/A	
FB6	Stringer	Crack arrest (SD#3)	CA1	Cope stringer web and grind to round out edge beyond end of crack in S2 prior to web plate work
FB6	Stringer	Strengthening	SE1	Add web plates & end diaphragms
FB6-FB7	Stringer	Strengthening	SMS	Add Int. Diaphragms
FB7	Floorbeam	Strengthening	FB1	Add HP12x53 to Btm Flange
FB7-FB8	Stringer	Strengthening	SMS	Add Int. Diaphragms
FB8	Floorbeam	Strengthening	FB1	Add HP12x53 to Btm Flange
FB8-FB9	Stringer	Strengthening	SMS	Add Int. Diaphragms
FB9	Floorbeam	Strengthening	FB2	Add 7/8"x1'-0"x6'-0" Plate to Btm Flange
FB9	Stringer	Crack arrest (SD#2)	CA2	Locate end of crack & drill crack arrest hole prior to web plate work
FB9	Stringer	Strengthening	SE1	Add web plates & end diaphragms
FB10	Deck Joint	Joint elimination	X	Eliminate Deck Joint
FB10	Connection	Replace bolts	RB1	Replace broken bolts at top of FB to Girder connection
FB10	Floorbeam	Strengthening	FB2	Add 7/8"x1'-0"x6'-0" Plate to Btm Flange
FB10	Stringer	Strengthening	SE2	Add web plates & end diaphragms
FB11	Floorbeam	Strengthening	FB2	Add 7/8"x1'-0"x6'-0" Plate to Btm Flange
FB11	Stringer	Strengthening	SE1	Add web plates & end diaphragms
FB11-FB12	Stringer	Strengthening	SMS	Add Int. Diaphragms
FB12	Floorbeam	Strengthening	FB1	Add HP12x53 to Btm Flange
FB12-FB13	Stringer	Strengthening	SMS	Add Int. Diaphragms
FB13	Floorbeam	Strengthening	FB1	Add HP12x53 to Btm Flange
FB13-FB14	Stringer	Strengthening	SMS	Add Int. Diaphragms
FB14	Floorbeam	None	N/A	
FB14	Stringer	Strengthening	SE1	Add web plates & end diaphragms
FB14-FB15	Stringer	Strengthening	SMS	Add Int. Diaphragms
FB15	Floorbeam	Strengthening	FB1	Add HP12x53 to Btm Flange
FB15-FB16	Stringer	Strengthening	SMS	Add Int. Diaphragms
FB16	Floorbeam	Strengthening	FB1	Add HP12x53 to Btm Flange
FB16-FB17	Stringer	Strengthening	SMS	Add Int. Diaphragms
FB17	Floorbeam	None	N/A	
FB17	Stringer	Strengthening	SE1	Add web plates & end diaphragms

Bridge Repair Summary Table - I-64 EB over Kentucky River (037B00052R)

	Stringer	Strengthening	SM/S		Add Int. Diaphragms
FB17-FB16'	Stringer	Strengthening	SM/S		Add Int. Diaphragms
FB16'	Floorbeam	Strengthening	FB1		Add HP12x53 to Btm Flange
FB16'-FB15'	Stringer	Strengthening	SM/S		Add Int. Diaphragms
FB15'	Floorbeam	Strengthening	FB1		Add HP12x53 to Btm Flange
FB15'-FB14'	Stringer	Strengthening	SM/S		Add Int. Diaphragms
FB14'	Floorbeam	None	N/A		
FB14'	Stringer	Strengthening	SE1		Ada web plates & end diaphragms
FB14'-FB13'	Stringer	Strengthening	SM/S		Add Int. Diaphragms
FB13'	Floorbeam	Strengthening	FB1		Add HP12x53 to Btm Flange
FB13'-FB12'	Stringer	Strengthening	SM/S		Add Int. Diaphragms
FB12'	Floorbeam	Strengthening	FB1		Add HP12x53 to Btm Flange
FB12'-FB11'	Stringer	Strengthening	SM/S		Add Int. Diaphragms
FB11'	Floorbeam	Strengthening	FB2		Add 7/8"x1'-0"x6'-0" Plate to Btm Flange
FB11'	Stringer	Strengthening	SE1		Ada web plates & end diaphragms
FB10'	Deck Joint	Joint elimination	X		Eliminate Deck Joint
FB10'	Floorbeam	Strengthening	FB2		Add 7/8"x1'-0"x6'-0" Plate to Btm Flange
FB10'	Stringer	Strengthening	SE2		Ada web plates & end diaphragms
FB9'	Floorbeam	Strengthening	FB2		Add 7/8"x1'-0"x6'-0" Plate to Btm Flange
FB9'	Stringer	Strengthening	SE1		Ada web plates & end diaphragms
FB9'-FB8'	Stringer	Strengthening	SM/S		Add Int. Diaphragms
FB8'	Floorbeam	Strengthening	FB1		Add HP12x53 to Btm Flange
FB8'-FB7'	Stringer	Strengthening	SM/S		Add Int. Diaphragms
FB7'	Floorbeam	Strengthening	FB1		Add HP12x53 to Btm Flange
FB7'-FB6'	Stringer	Strengthening	SM/S		Add Int. Diaphragms
FB6'	Floorbeam	None	N/A		
FB6'	Stringer	Strengthening	SE1		Ada web plates & end diaphragms
FB6'-FB5'	Stringer	Strengthening	SM/S		Add Int. Diaphragms
FB5'	Floorbeam	Strengthening	FB1		Add HP12x53 to Btm Flange
FB5'-FB4'	Stringer	Strengthening	SM/S		Add Int. Diaphragms
FB4'	Floorbeam	Strengthening	FB1		Add HP12x53 to Btm Flange
FB4'-FB3'	Stringer	Strengthening	SM/S		Add Int. Diaphragms
FB3'	Floorbeam	None	N/A		
FB3'	Stringer	Strengthening	SE1		Ada web plates & end diaphragms
FB3'-FB2'	Stringer	Strengthening	SM/S		Add Int. Diaphragms
FB2'	Floorbeam	Strengthening	FB1		Add HP12x53 to Btm Flange
FB2'-FB1'	Stringer	Strengthening	SM/S		Add Int. Diaphragms
FB1'	Floorbeam	Strengthening	FB1		Add HP12x53 to Btm Flange
FB1'-FB0'	Stringer	Strengthening	SM/S		Add Int. Diaphragms
Abut. 4/FB0'	Deck Joint	Reinforce Joint Seal	Per Specs. &		

BRIDGE NO. 037B00052R

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COMMONWEALTH OF KENTUCKY  
DEPARTMENT OF HIGHWAYS

I-64 OVER KENTUCKY RIVER BRIDGE NO. 037B00052R - BRIDGE REPAIRS  
REPAIR SUMMARY TABLE (1 OF 2)

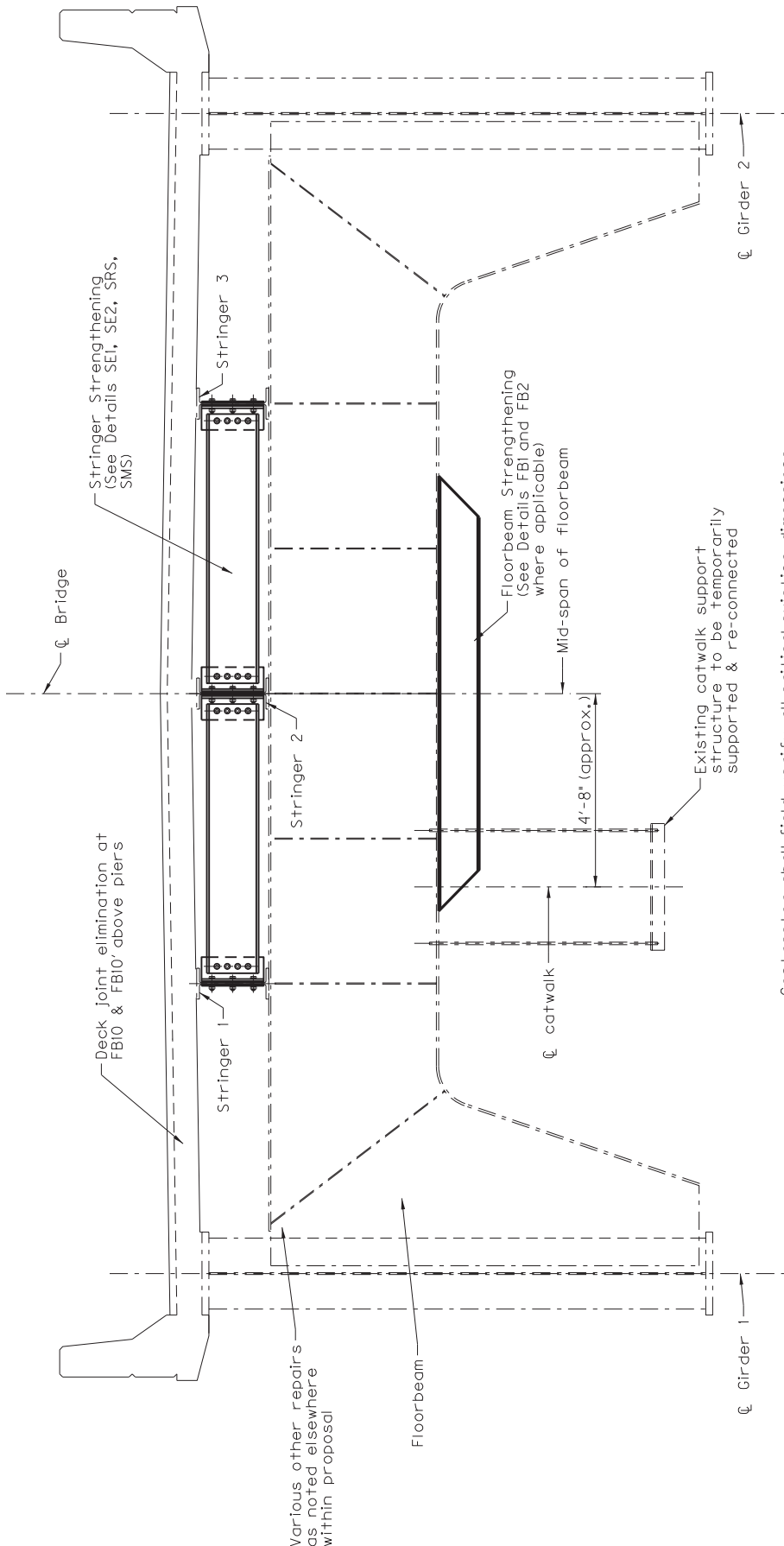
COUNTY OF	ITEM NO.	SHEET NO.
FRANKLIN	5-10043.00	R12

037B00052R – I-64 EASTBOUND

Bridge Repair Summary Table - I-64 EB over Kentucky River (037B00052R)				
Location	Member Type	Repair Type	Repair Detail	Description
Abut. 4/FB0'	Deck Joint	Replace Joint Seal	Per. Stds. & Specs.	
Pier 2	Cap& Columns	Concrete coating	Per. Stds. & Specs.	Concrete coating above uppermost column rustication joint
Pier 2	Top strut	Concrete patch	Per. Stds. & Specs.	Remove unsound concrete and repair spalls (East Face)
Pier 3	Cap& Columns	Concrete coating	Per. Stds. & Specs.	Concrete coating above uppermost column rustication joint
Pier 3	Column 1	Epoxy injection	Per. Stds. & Specs.	Inject epoxy into cracks
Pier 3	Column 2	Epoxy injection	Per. Stds. & Specs.	Inject epoxy into cracks
Pier 3	Column 2	Concrete patch	Per. Stds. & Specs.	Remove unsound concrete and repair spalls (Multiple Faces)

BRIDGE NO. 037B00052R

COUNTY OF	ITEM NO.	SHEET NO.
FRANKLIN	5-10042.00	R13
FRANKLIN	5-10043.00	R13



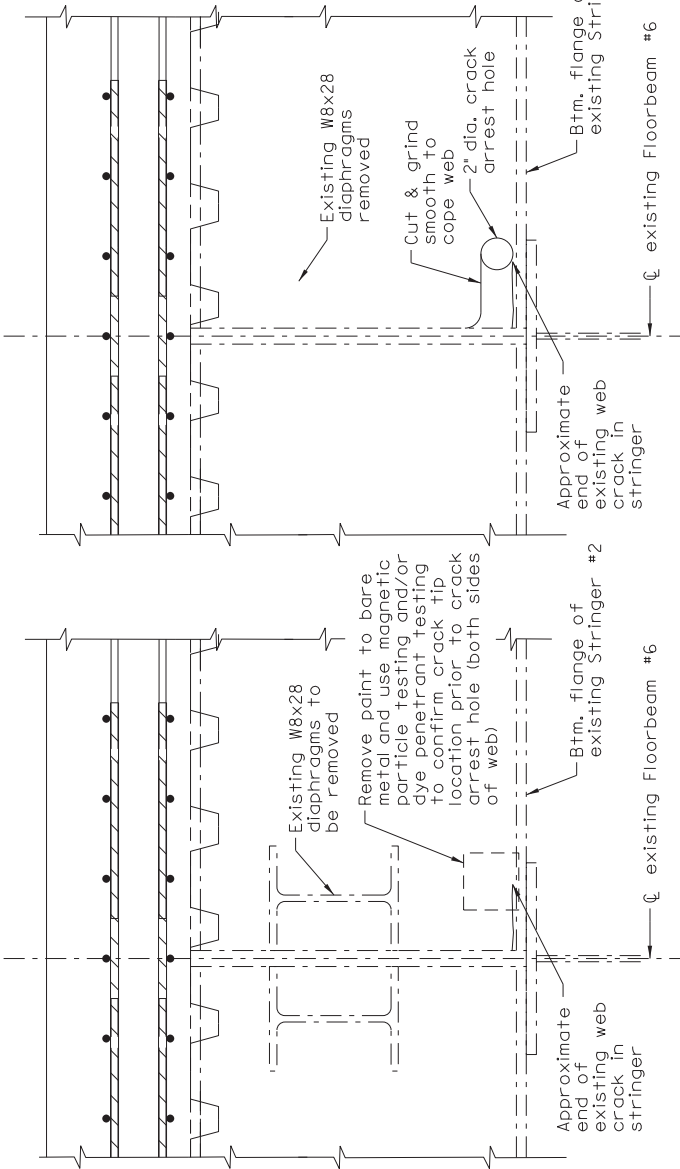
Note: Load carrying capacity of the existing catwalk structure has not been verified. Contractor shall be solely responsible for means and methods for installation of new strengthening members including any equipment and/or temporary supports/walkways or other means of access for the safe completion and inspection of the work.

Contractor shall field verify all critical existing dimensions and coordinate fabrication of proposed new retrofit & repair components for best fit and to avoid conflicts with existing elements accordingly.

Contractor shall provide temporary support as needed for existing catwalk structure throughout work, and shall coordinate details for reattaching the permanent catwalk support structure through the proposed floorbeam/stringer strengthening components as necessary and subject to the approval of the engineer.

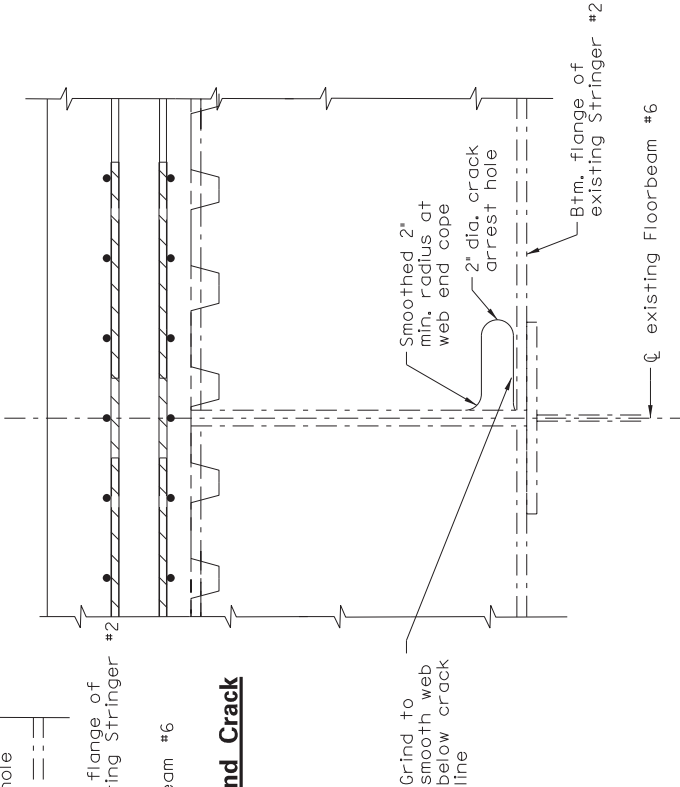
BRIDGE NOS. 037B00052L/R

COUNTY OF	ITEM NO.	SHEET NO.
FRANKLIN	5-10043.00	R14



**EXISTING PARTIAL ELEVATION**  
**at Stringer End Crack**

**PARTIAL ELEVATION at Stringer End Crack**  
**after removal of W8x28's**



USE THIS DETAIL AT THE FOLLOWING LOCATIONS:

BRIDGE NO. 037B00052R AT PANEL POINT FB6  
This detail may be applied per the Engineer at other similar stringer end crack locations if other such cracks are discovered during the work.

This work shall be completed prior to proceeding to the stringer end strengthening work.

**PARTIAL ELEVATION at Stringer End Crack**  
**after Crack Arrest Hole**

BRIDGE NO. 037B00052R

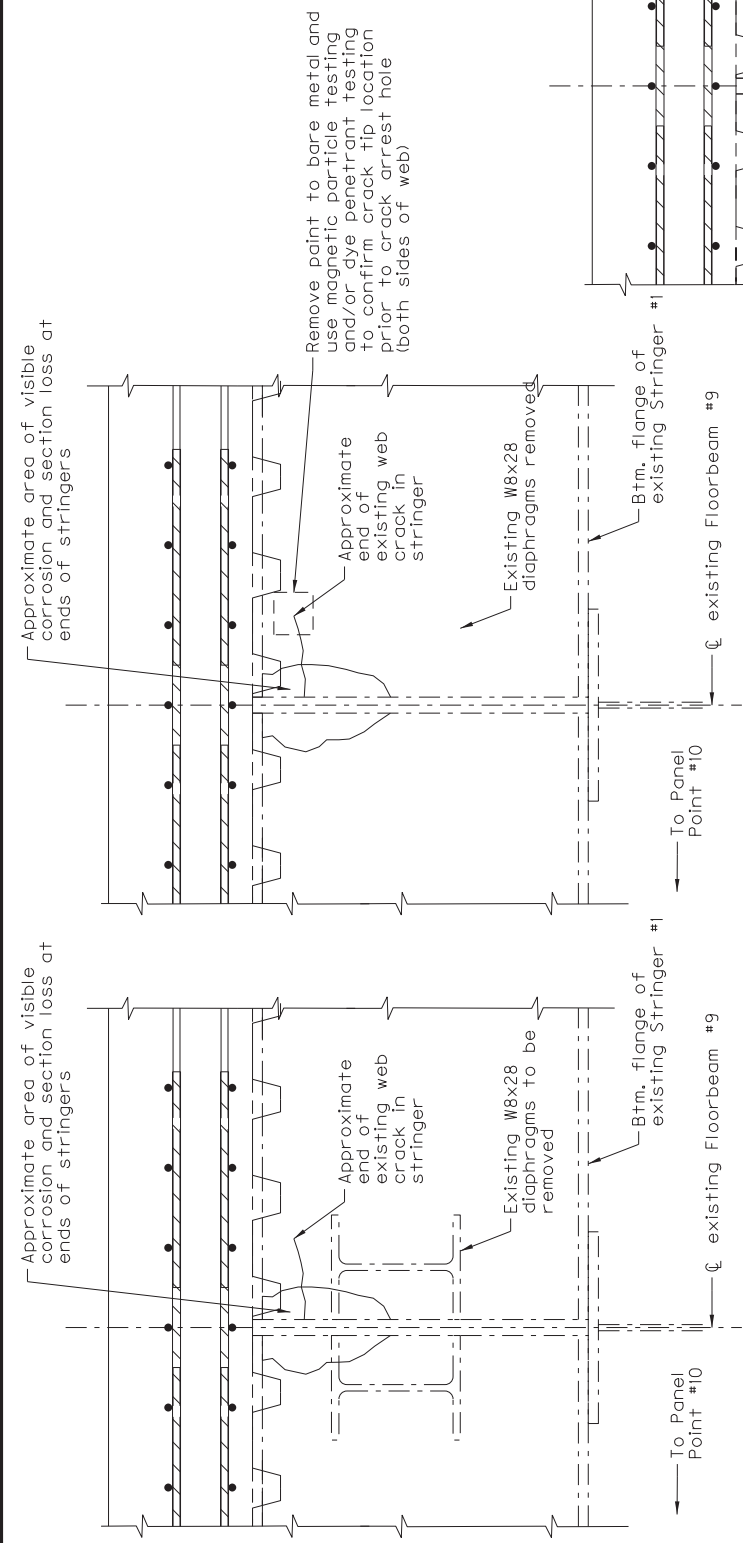


COMMONWEALTH OF KENTUCKY  
DEPARTMENT OF HIGHWAYS



I-64 OVER KENTUCKY RIVER BRIDGE NO. 037B00052R - BRIDGE REPAIRS  
STRINGER END WEB CRACK ARREST DETAIL "CA1"  
EXISTING AND PROPOSED CONDITIONS

COUNTY OF	ITEM NO.	SHEET NO.
FRANKLIN	5-10043.00	R15



**EXISTING PARTIAL ELEVATION  
at Stringer End Crack**

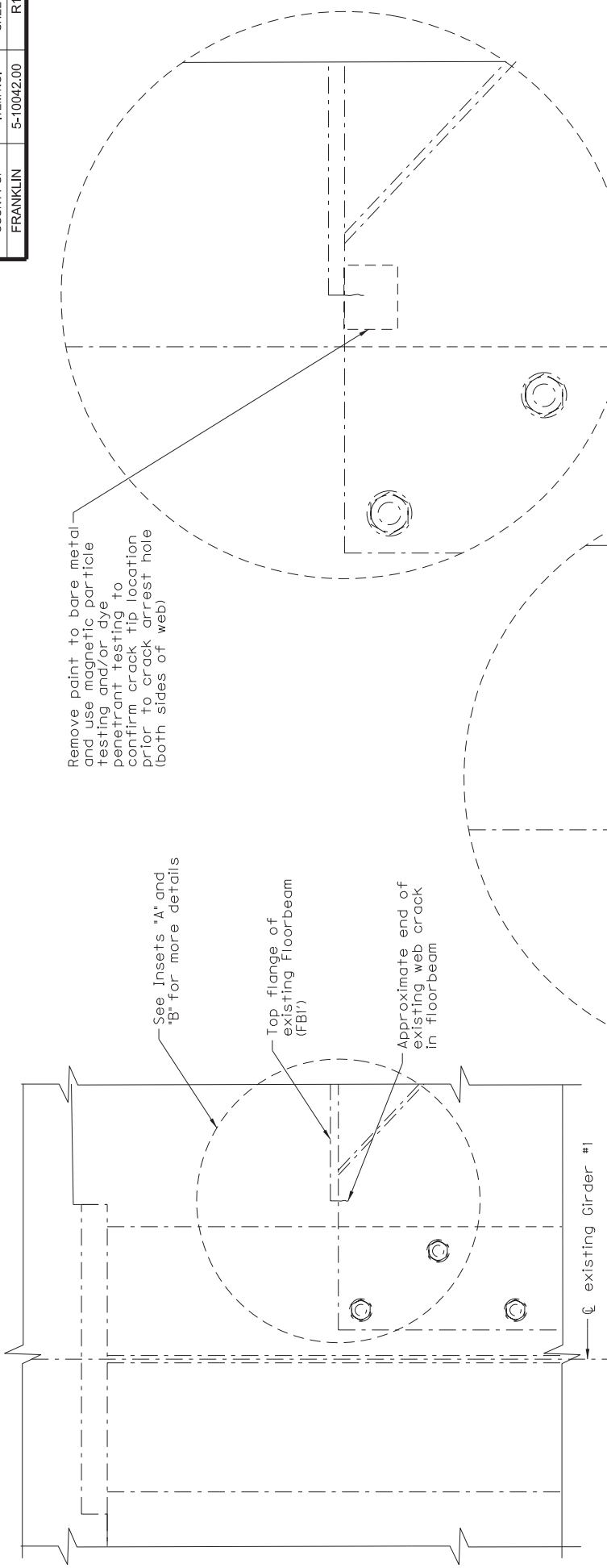
**PARTIAL ELEVATION at Stringer End Crack  
after removal of W8x28's**

USE THIS DETAIL AT THE FOLLOWING LOCATIONS:  
BRIDGE NO. 037B00052R AT PANEL POINT FB9  
This detail may be applied per the Engineer at other similar stringer end crack locations if other such cracks are discovered during the work.  
This work shall be completed prior to proceeding to the stringer end strengthening work.

**PARTIAL ELEVATION at Stringer End Crack  
after Crack Arrest Hole**

BRIDGE NO. 037B00052R

COUNTY OF	ITEM NO.	SHEET NO.
FRANKLIN	5-10042.00	R16

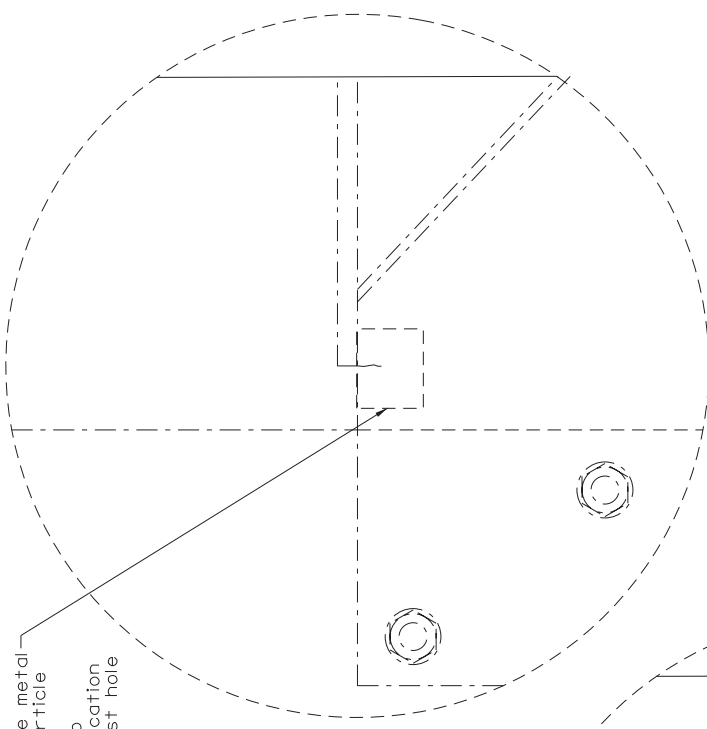


**EXISTING PARTIAL ELEVATION  
at Floorbeam End Crack**

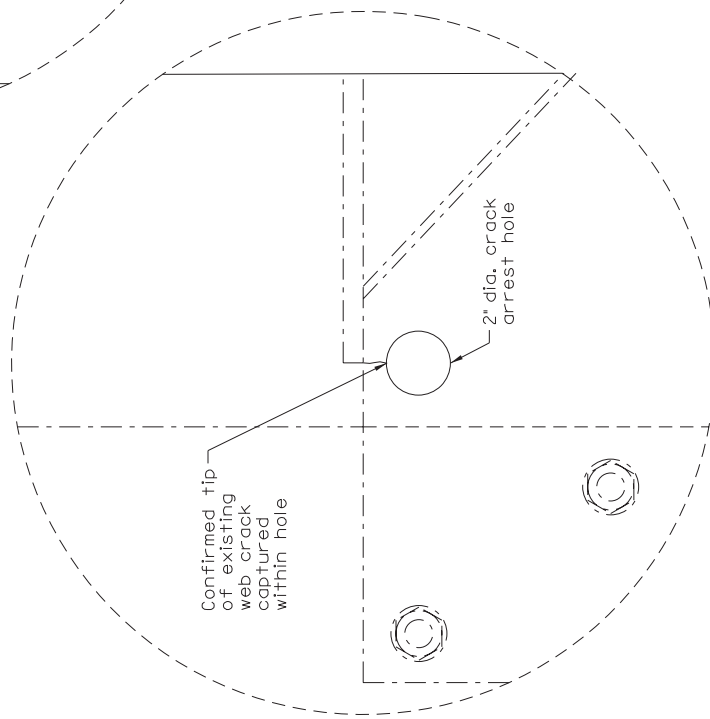
USE THIS DETAIL AT THE FOLLOWING LOCATIONS:  
BRIDGE NO. 037B00052L AT PANEL POINT FBI'

This detail may be applied per the Engineer at other similar floorbeam web end crack locations if other such cracks are discovered during the work.

This work shall be completed prior to proceeding to the floorbeam strengthening work at this panel point.



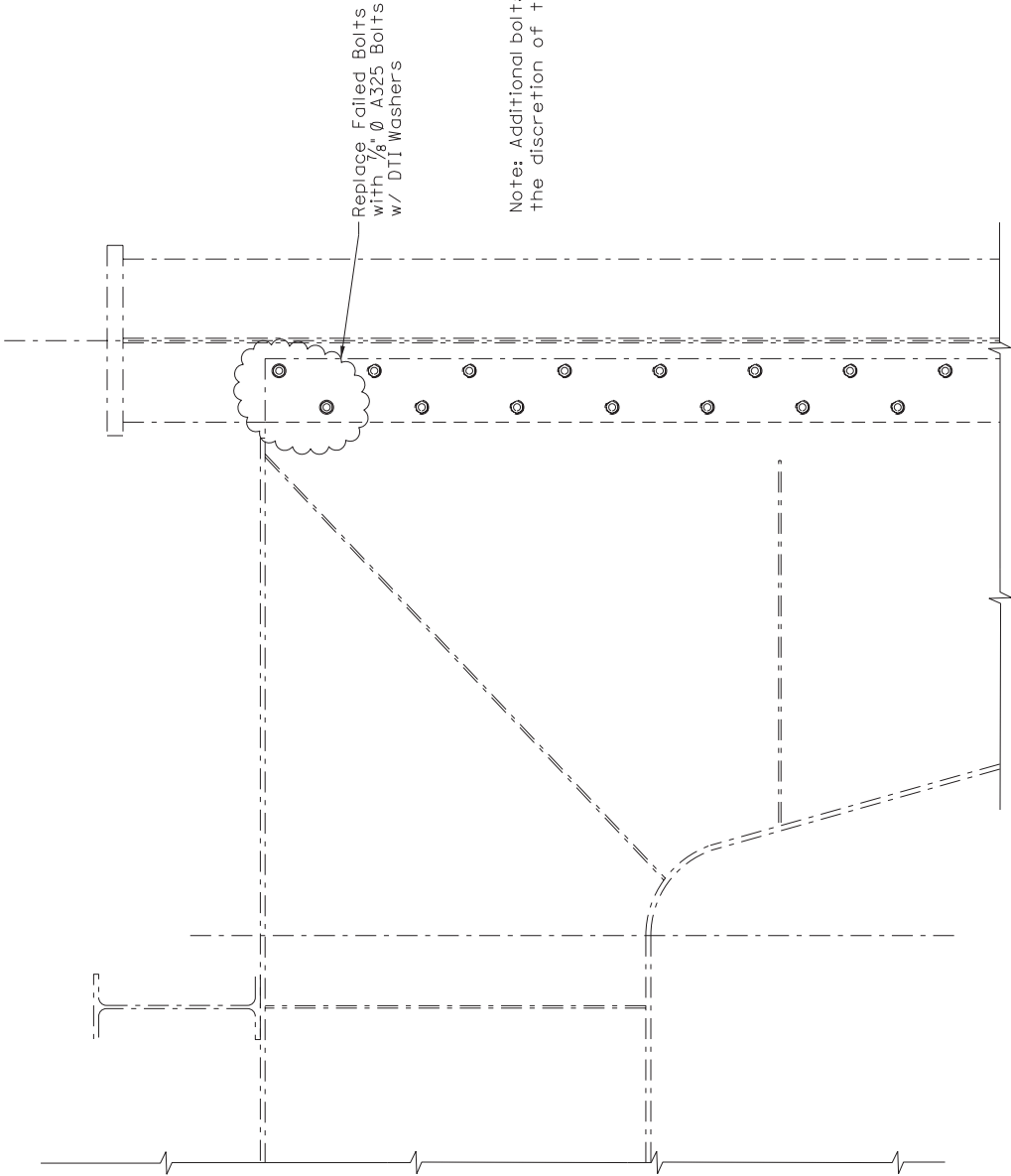
**Inset "A"**  
**Showing Crack Arrest  
Hole Prep. Work**



**Inset "B"**  
**Showing Crack Arrest Hole Work**

BRIDGE NO. 037B00052L

COUNTY OF	ITEM NO.	SHEET NO.
FRANKLIN	5-10043.00	R17



ELEVATION (FB10 AT GIRDER 2)

USE THIS DETAIL AT THE FOLLOWING LOCATIONS:  
BRIDGE NO. 037B00052R AT PANEL POINT FB10.

BRIDGE NO. 037B00052R



COMMONWEALTH OF KENTUCKY  
DEPARTMENT OF HIGHWAYS

I-64 OVER KENTUCKY RIVER BRIDGE NO. 037B00052R - BRIDGE REPAIRS  
BOLT REPLACEMENT DETAIL "RB1"  
PROPOSED CONDITIONS

COUNTY OF	ITEM NO.	SHEET NO.
FRANKLIN	5-10042.00	R18
FRANKLIN	5-10043.00	R18



### at Floor Beam Strengthening

BRIDGE NOS. 037B00052L/R

PROPOSED ELEVATION (partial)

### Method 1: Floor Beam Strengthening (FB1)

**Beam Strengthening**  
(Dimensions for HP12x53  
are symmetric about  
mid-span of floorbeam)

USE THIS DETAIL AT THE FOLLOWING LOCATIONS:

BRIDGE NO. 037B00052L AT PANEL POINTS FBI, FB2, FB4, FB5, FB7, FB8, FBI2, FBI3, FBI5, FB16, FB16', FB15', FB13', FB12', FB8', FB7', FB5', FB4', FB2', FBI'.

BRIDGE NO. 037B00052R AT PANEL POINTS FBI, FB2, FB4, FB5, FB7, FB8, FBI2, FBI3, FBI5, FB16, FB16', FB15', FB13', FB12', FB8', FB7', FB5', FB4', FB2', FBI'.

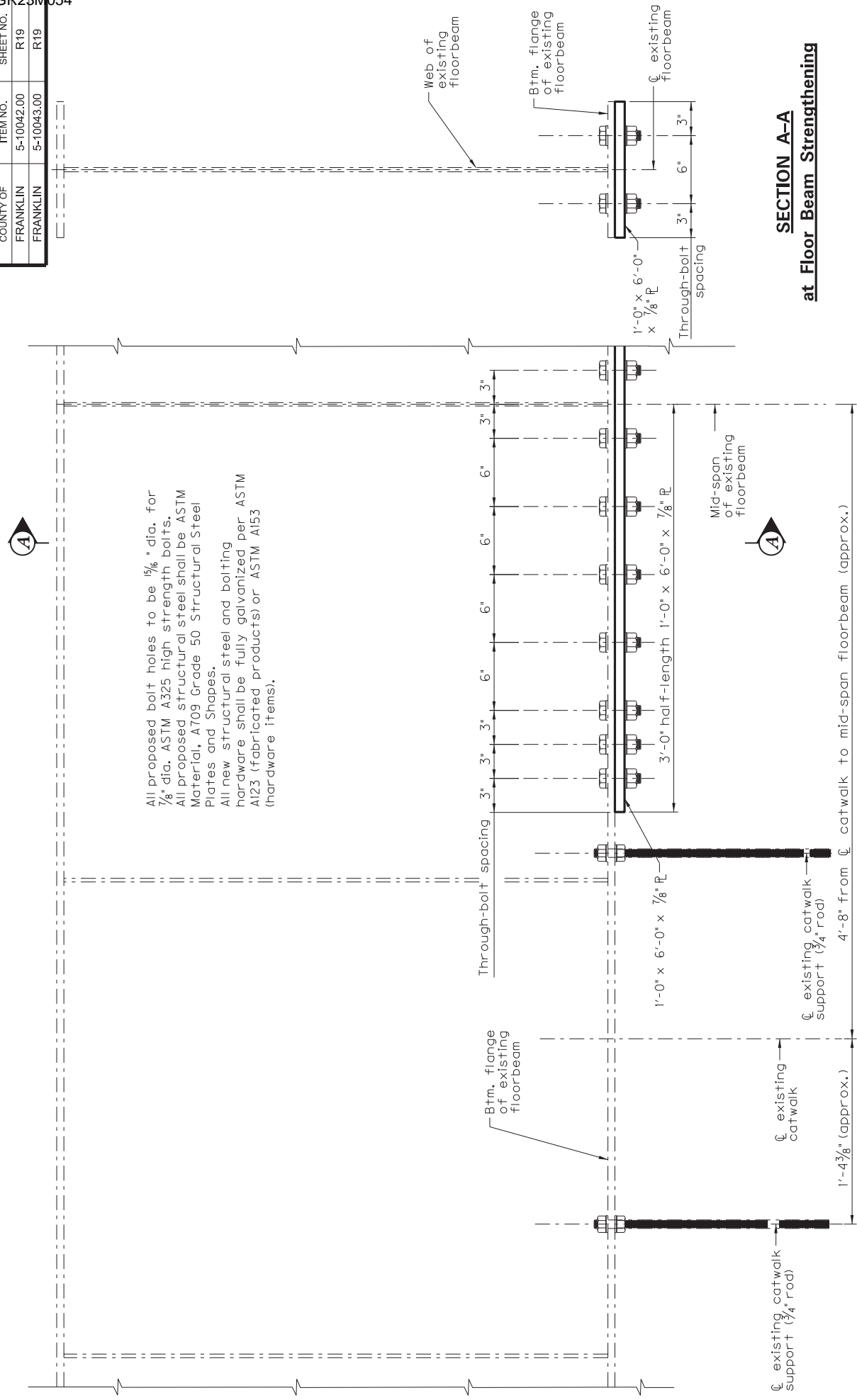


COMMONWEALTH OF KENTUCKY  
DEPARTMENT OF HIGHWAYS



I-64 OVER KENTUCKY RIVER BRIDGE NOS. 037B00052L/R - BRIDGE REPAIRS  
FLOOR BEAM STRENGTHENING DETAIL - "FB1"  
PROPOSED CONDITIONS

COUNTY OF	ITEM NO.	SHEET NO.
FRANKLIN	5-10042.00	R19
FRANKLIN	5-10043.00	R19



**SECTION A-A**  
**at Floor Beam Strengthening**

**PROPOSED ELEVATION (partial)**

**Floor Beam Strengthening (FB2)**  
(Dimensions for added 7/8" thick plate are symmetric about mid-span of floorbeam)

**BRIDGE NOS. 037B00052L/R**

USE THIS DETAIL AT THE FOLLOWING LOCATIONS:

BRIDGE NO. 037B00052L AT PANEL POINTS FB9, FB10, FB11, FB11', FB10', FB9',  
BRIDGE NO. 037B00052R AT PANEL POINTS FB9, FB10, FB11, FB11', FB10', FB9'.

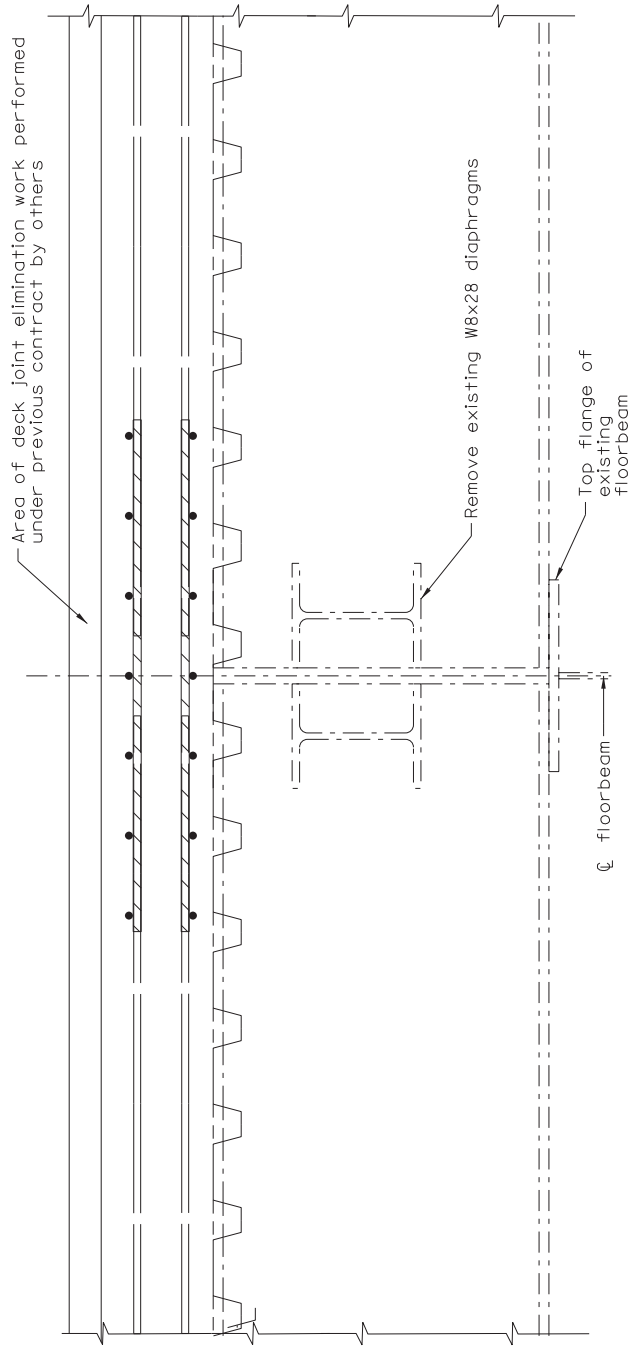


COMMONWEALTH OF KENTUCKY  
DEPARTMENT OF HIGHWAYS



I-64 OVER KENTUCKY RIVER BRIDGE NOS. 037B00052L/R - BRIDGE REPAIRS  
FLOOR BEAM STRENGTHENING DETAIL - "FB2"  
PROPOSED CONDITIONS

COUNTY OF	ITEM NO.	SHEET NO.
FRANKLIN	5-10042.00	R20
FRANKLIN	5-10043.00	R20



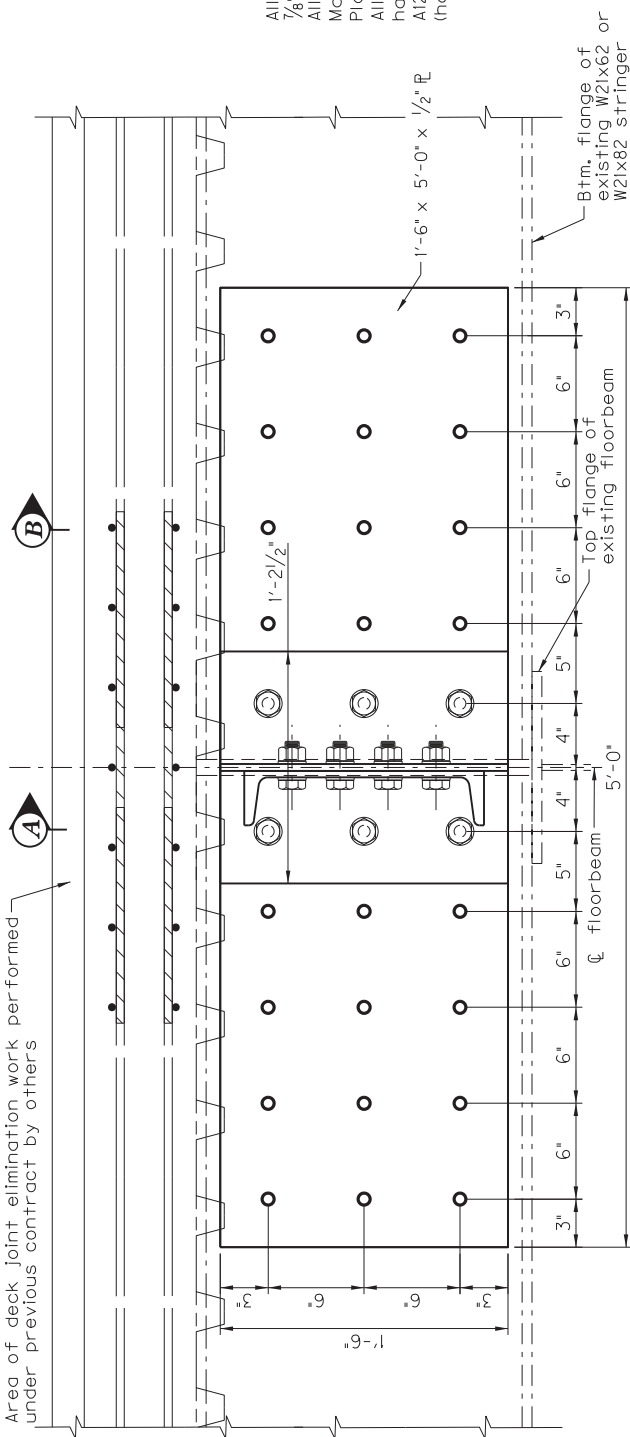
EXISTING SECTION at Previous Transverse Slab Joint

USE THIS DETAIL AT THE FOLLOWING LOCATIONS:  
BRIDGE NO. 037B00052L AT PANEL POINTS 3, 6, 9, 11, 14, 17, 14', 11', 9', 6' & 3'  
BRIDGE NO. 037B00052R AT PANEL POINTS 3, 6, 9, 11, 14, 17, 14', 11', 9', 6' & 3'

BRIDGE NOS. 037B00052L/R

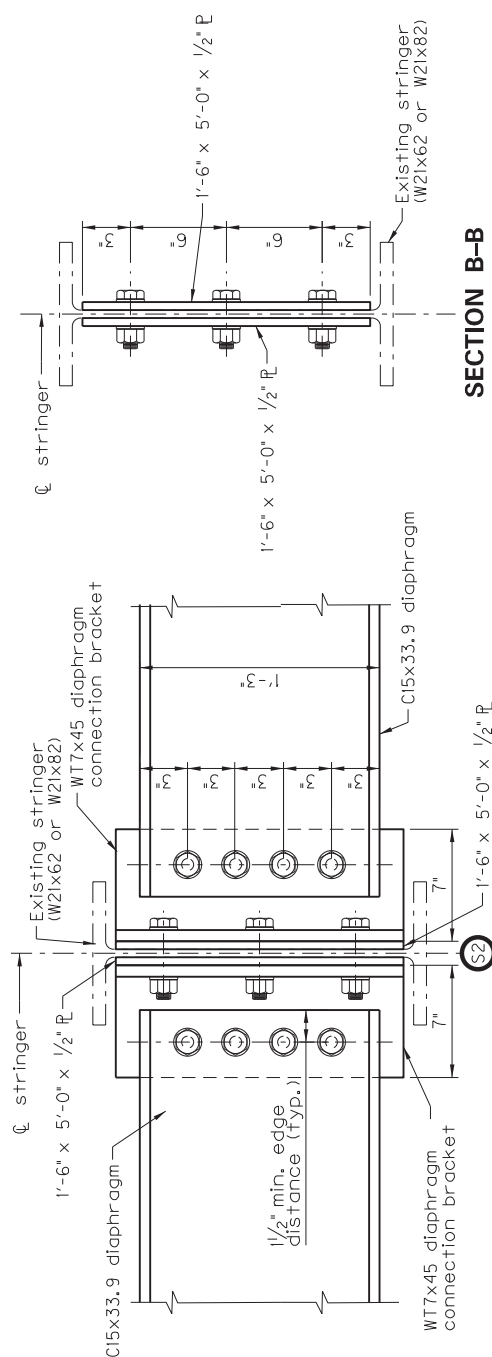
COUNTY OF	ITEM NO.	SHEET NO.
FRANKLIN	5-10042.00	R21
FRANKLIN	5-10043.00	R21

Area of deck joint elimination work performed under previous contract by others



All proposed bolt holes to be 1/2" dia. for 1/2" dia. ASTM A325 high strength bolts.  
All proposed structural steel shall be ASTM Material, A709 Grade 50 Structural Steel Plates and Shapes.  
All new structural steel and bolting hardware shall be fully galvanized per ASTM A123 (fabricated products) or ASTM A153 (hardware items).

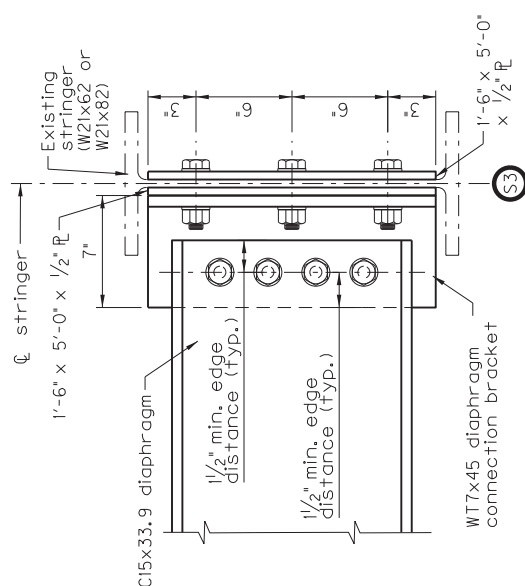
PROPOSED SECTION at Stringer Ends / Former Slab Joint



**SECTION A-A**

---

(At Stringer 2)



SECTION A-A

(At Stringer 3, Stringer 1 similar by orien

USE THIS DETAIL AT THE FOLLOWING LOCATIONS:

BRIDGE NO. 037B00052L AT PANEL POINTS 3, 6, 9, 11, 14, 17, 14', 11', 9', 6' & 3'  
BRIDGE NO. 037B00052R AT PANEL POINTS 3, 6, 9, 11, 14, 17, 14', 11', 9', 6' & 3'

BRIDGE NOS. 037B00052L/R

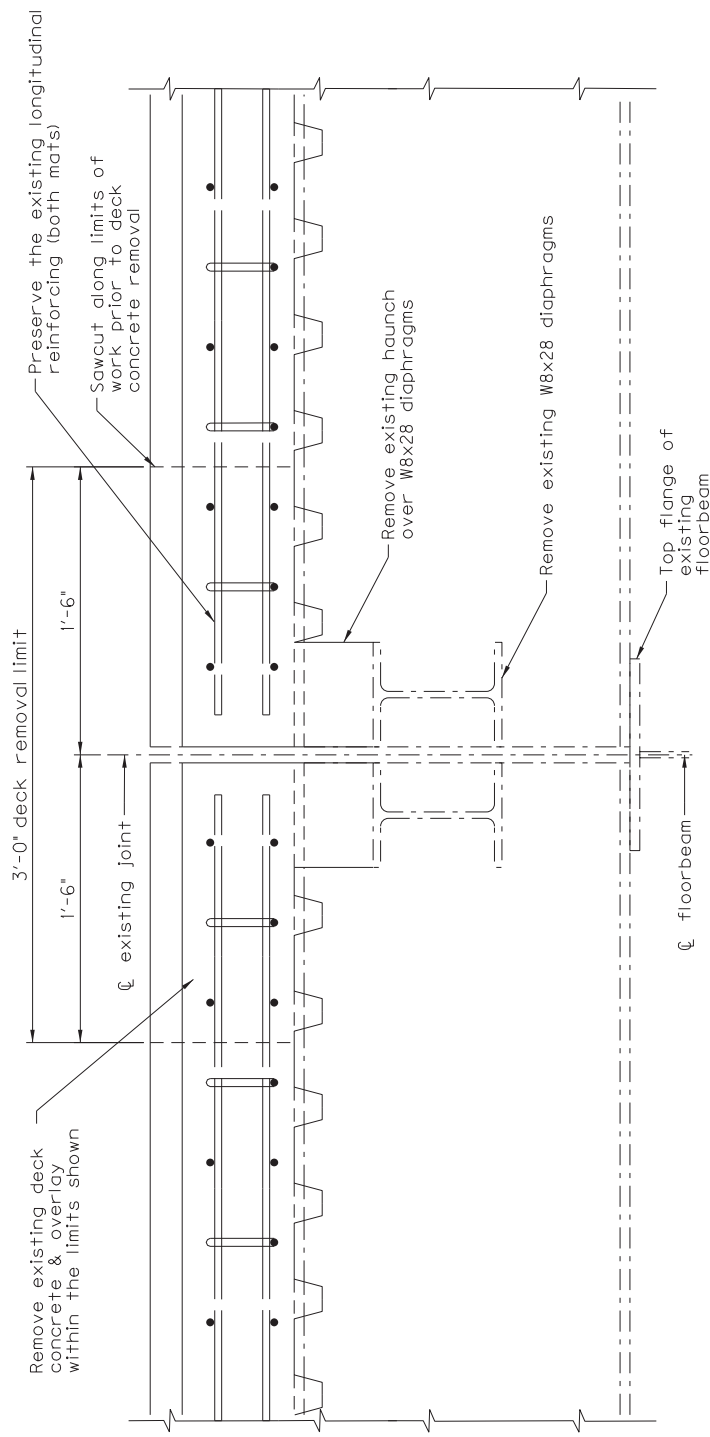
COMMONWEALTH OF KENTUCKY  
DEPARTMENT OF HIGHWAYS



α

**1-64 OVER KENTUCKY RIVER BRIDGE NOS. 037B00052L/R - BRIDGE REPAIRS  
STRINGER END REINFORCEMENT DETAIL - "SE1"  
PROPOSED CONDITIONS**

COUNTY OF	ITEM NO.	SHEET NO.
FRANKLIN	5-10042.00	R22
FRANKLIN	5-10043.00	R22

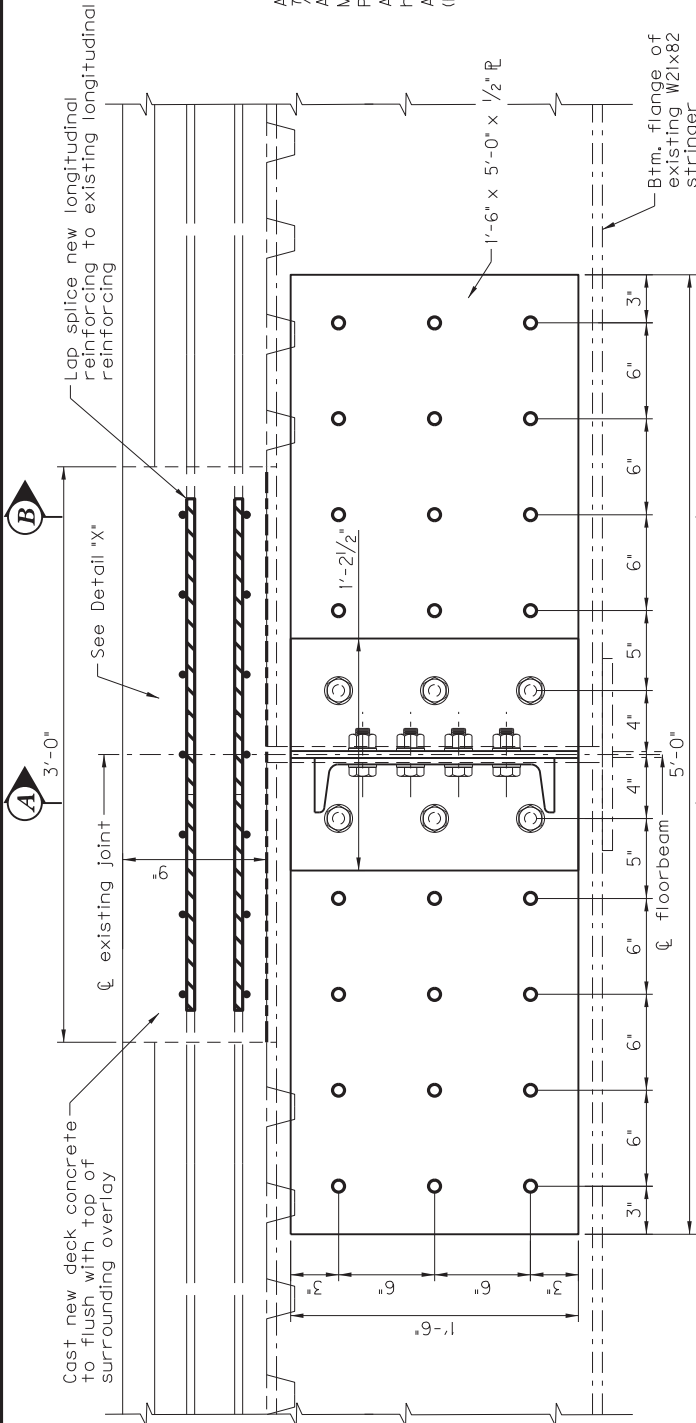


**EXISTING SECTION at Deck Joint Elimination (over Piers)**

USE THIS DETAIL AT THE FOLLOWING LOCATIONS:  
BRIDGE NO. 037B00052L AT PANEL POINTS 10 & 10'  
BRIDGE NO. 037B00052R AT PANEL POINTS 10 & 10'

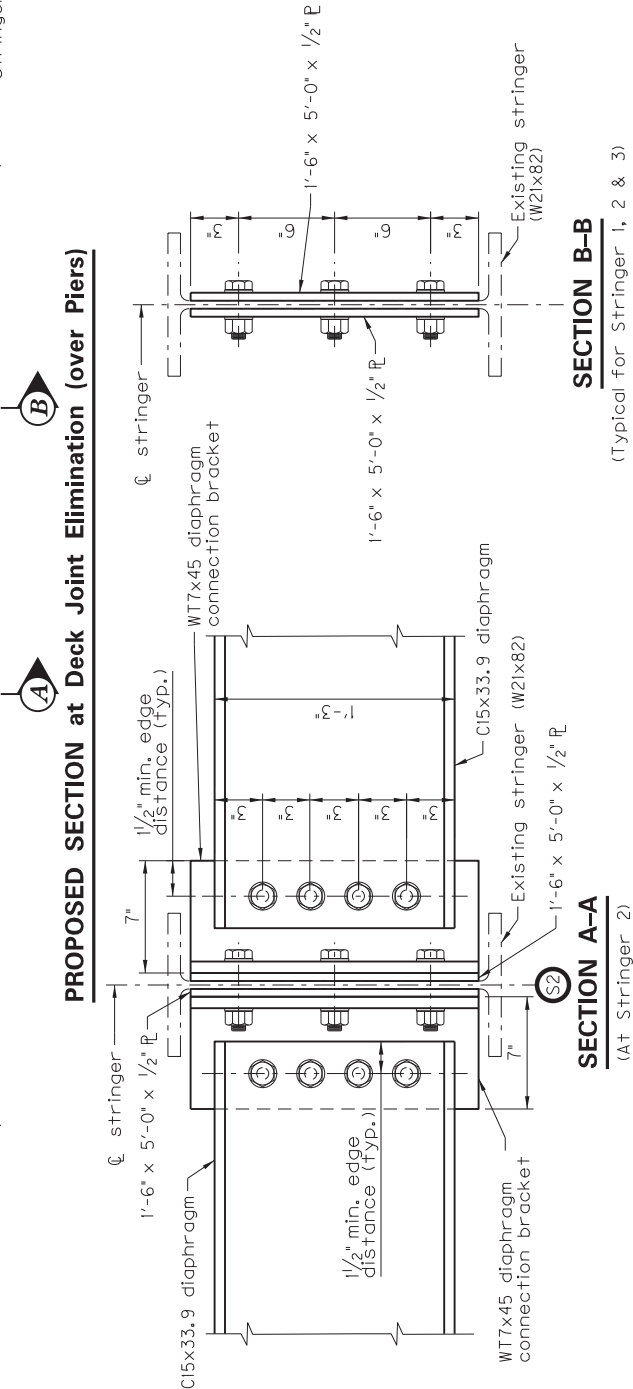
**BRIDGE NOS. 037B00052L/R**

COUNTY OF	ITEM NO.	SHEET NO.
FRANKLIN	5-10042.00	R23
FRANKLIN	5-10043.00	R23



All proposed bolt holes to be  $\frac{1}{16}$ " dia. for  $\frac{7}{8}$ " dia. ASTM A325 high strength bolts.  
All proposed structural steel shall be ASTM Material, A709 Grade 50 Structural Steel Plates and Shapes.  
All new structural steel and bolting hardware shall be fully galvanized per ASTM A123 (fabricated products) or ASTM A153 (hardware items).

PROPOSED SECTION at Deck Joint Elimination (over Piers)



SECTION A-A

(At Stringer 3,  
Stringer 1 similar by orientation)

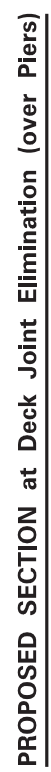
SECTION B-B

(Typical for Stringer 1, 2 & 3)

BRIDGE NOS. 037B00052L/R

USE THIS DETAIL AT THE FOLLOWING LOCATIONS:

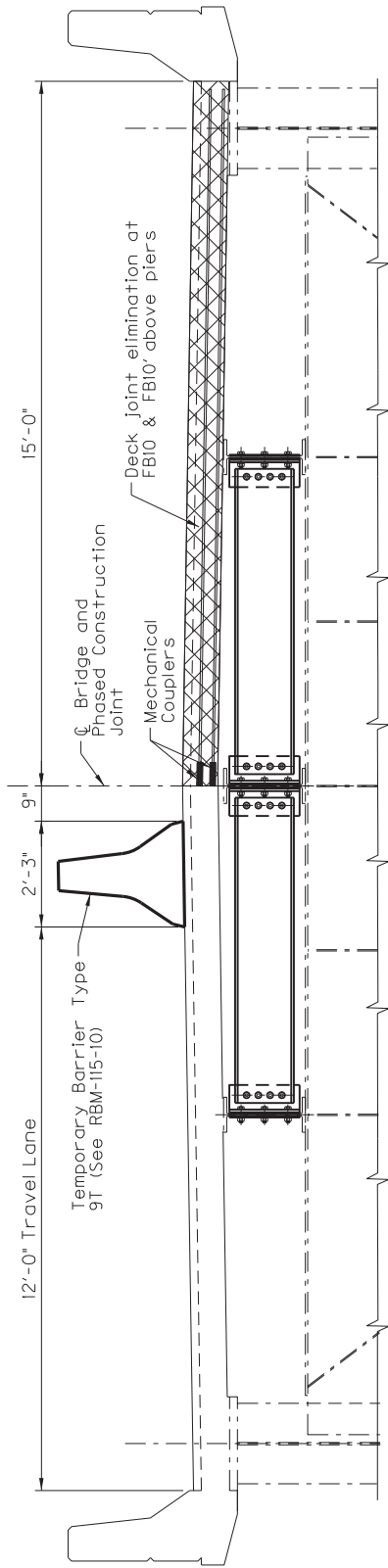
BRIDGE NO. 037B00052L AT PANEL POINTS 10 & 10'  
BRIDGE NO. 037B00052R AT PANEL POINTS 10 & 10'



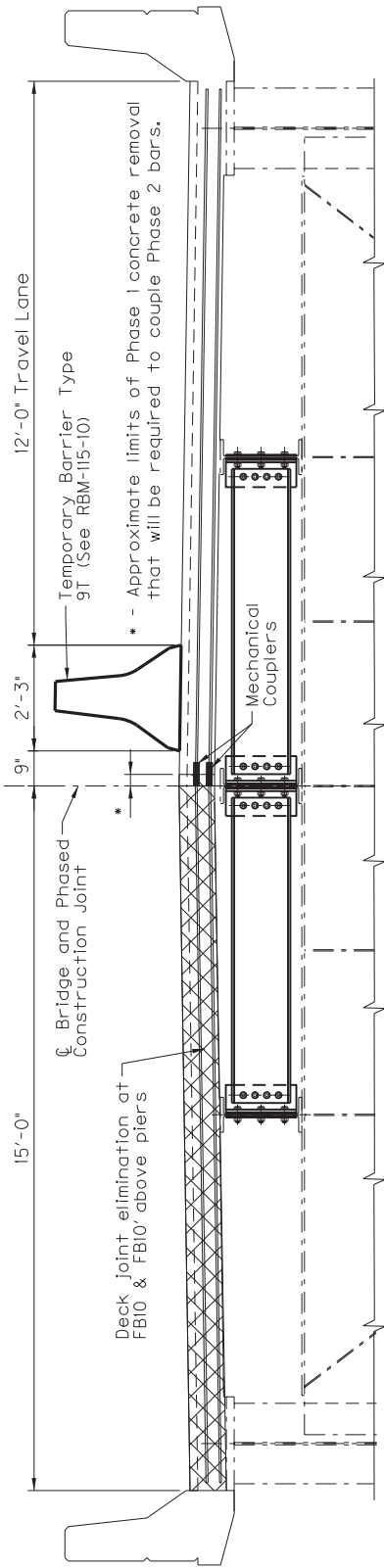
USE THIS DETAIL AT THE FOLLOWING LOCATIONS:

BRIDGE NOS. 037B00052LR

COUNTY OF	ITEM NO.	SHEET NO.
FRANKLIN	5-10042.00	R25
FRANKLIN	5-10043.00	R25



PROPOSED SECTION at Deck Joint Elimination (over Piers) (PHASE 1)



PROPOSED SECTION at Deck Joint Elimination (over Piers) (PHASE 2)

BRIDGE NOS. 037B00052L/R



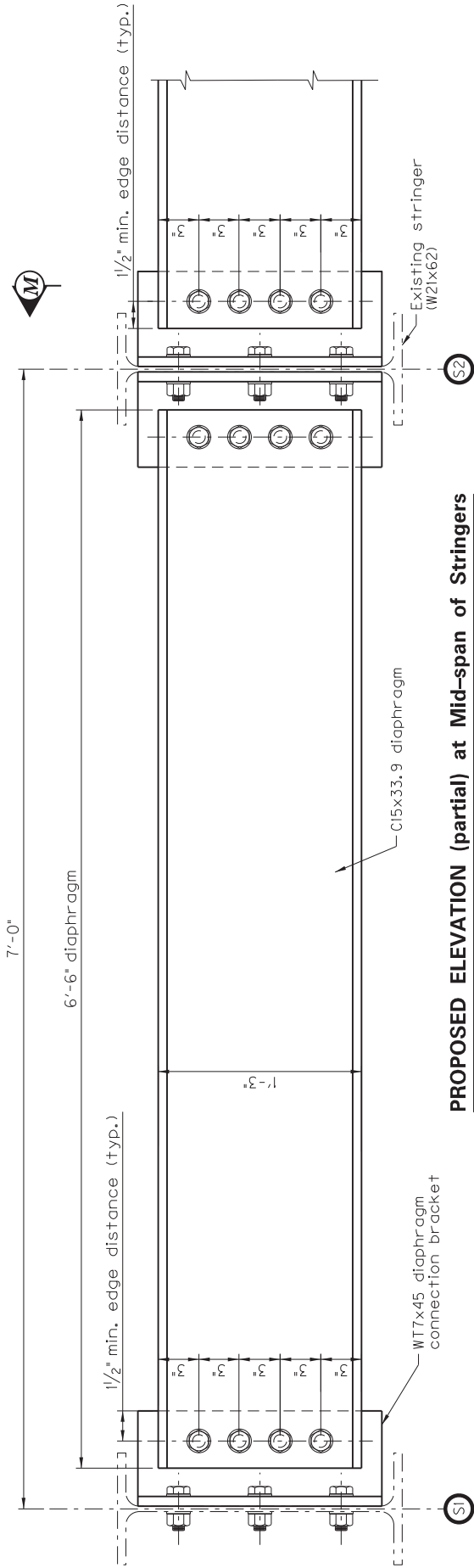
USE THIS DETAIL AT THE FOLLOWING LOCATIONS:

BRIDGE NO. 037B00052L AT ALL PANEL POINTS EXCEPT FB0 AND FB0'.  
BRIDGE NO. 037B00052R AT ALL PANEL POINTS EXCEPT FB0 AND FB0'.

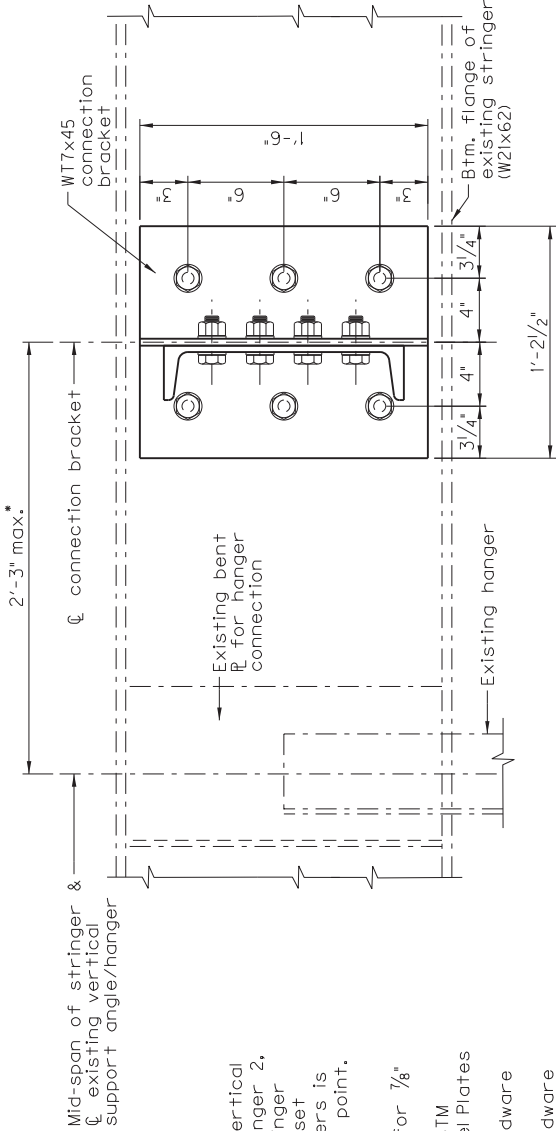
BRIDGE NOS. 037B00052L/R

**I-64 OVER KENTUCKY RIVER BRIDGE NOS. 037B00052/L/R - BRIDGE REPAIRS  
STRINGER REINFORCEMENT AT SUPPORT DETAIL - "SRS"  
PROPOSED CONDITIONS**

COUNTY OF	ITEM NO.	SHEET NO.
FRANKLIN	5-10042.00	R27
FRANKLIN	5-10043.00	R27



PROPOSED ELEVATION (partial) at Mid-span of Stringers



**\*Mid-span diaphragm location note:**  
To avoid conflicts with the existing vertical support member near mid-span of Stringer 2, the location of the new mid-span stringer diaphragms shall be such that the offset distance from mid-span of the stringers is not more than 2'-3" from the mid-span point.

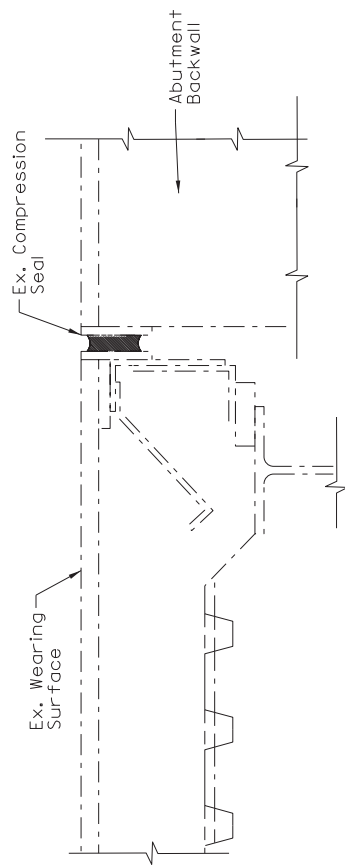
All proposed bolt holes to be 1 5/8" dia. for 7/8" dia. ASTM A325 high strength bolts.  
All proposed structural steel shall be ASTM Material, A709 Grade 50 Structural Steel Plates and Shapes.  
All new structural steel and bolting hardware shall be fully galvanized per ASTM A123 (fabricated products) or ASTM A153 (hardware items).

SECTION M-M near Mid-span of Stringers

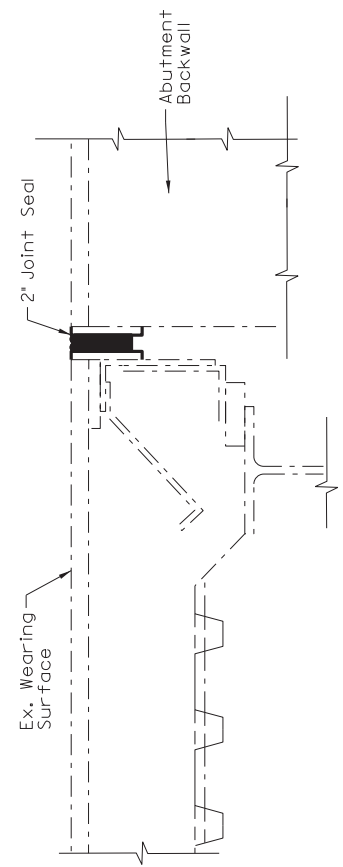
USE THIS DETAIL AT THE FOLLOWING LOCATIONS:  
BRIDGE NO. 037B00052L AT MID-SPAN OF STRINGERS (ALL STRINGER SPANS EXCEPT BETWEEN FB9 & FB11 AND BETWEEN FB11' & FB9')  
BRIDGE NO. 037B00052R AT MID-SPAN OF STRINGERS (ALL STRINGER SPANS EXCEPT BETWEEN FB9 & FB11 AND BETWEEN FB11' & FB9')

BRIDGE NOS. 037B00052L/R

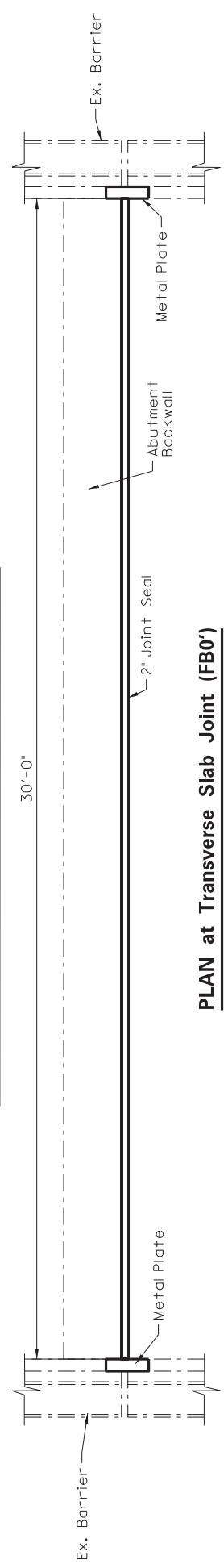
COUNTY OF	ITEM NO.	SHEET NO.
FRANKLIN	5-10042.00	R28
FRANKLIN	5-10043.00	R28



EXISTING SECTION at Transverse Slab Joint (FB0')



PROPOSED SECTION at Transverse Slab Joint (FB0')

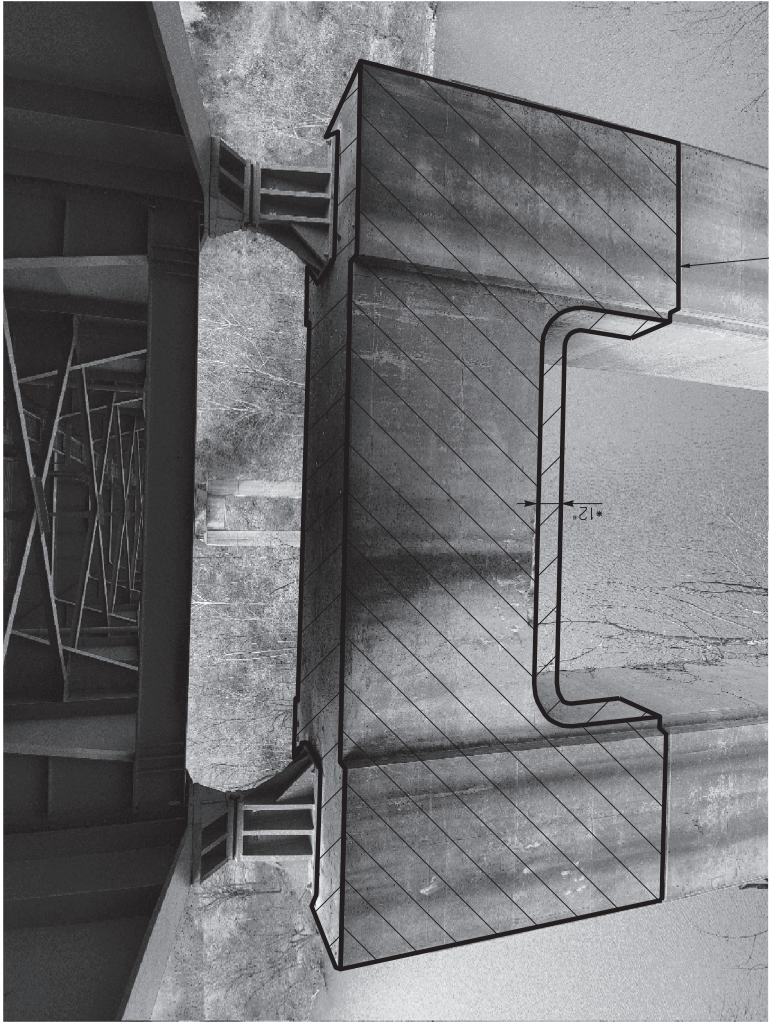


PLAN at Transverse Slab Joint (FB0')

USE THIS DETAIL AT THE FOLLOWING LOCATIONS:  
BRIDGE NO. 037B00052L AT PANEL POINTS FB0',  
BRIDGE NO. 037B00052R AT PANEL POINTS FB0'.

BRIDGE NOS. 037B00052L/R

COUNTY OF	ITEM NO.	SHEET NO.
FRANKLIN	5-10042.00	R29
FRANKLIN	5-10043.00	R29



TYPICAL FACE OF PIER

- Extend Concrete Coating 12" on inside of columns and underside of cap as shown.

Estimated Concrete Coating Quantity:  
0037B00052L : 2938 SF  
0037B00052R : 3178 SF

TYPICAL END OF PIER



Note : Within the limits defined and prior to the application of Concrete Coating, complete the Concrete Patching Repair and the Epoxy Injection Crack Repair as directed by the Engineer and in accordance with the Special Note for Concrete Patching Repair and the Special Note for Epoxy Injection Crack Repair.

BRIDGE NOS. 037B00052L/R

**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. All laborers and mechanics employed or working upon the site of the work, 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 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.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. 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 shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). 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 classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall 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.(1) The contracting officer shall 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 shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore 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 utilized 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) 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 shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. 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.

(3) 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 shall 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.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall 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.

c. 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 shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. 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, 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.

## **2. Withholding (29 CFR 5.5)**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, 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.

## **3. Payrolls and basic records (29 CFR 5.5)**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, 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 section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) 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 section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall 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. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed 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;

(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 of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) 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. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, 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 may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees (29 CFR 5.5)

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed 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 Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall 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 the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall 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, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

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

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

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 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 (29 CFR 5.5)**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) 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 section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### **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 watchmen 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. 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 watchmen 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. 29 CFR 5.5.

\* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) 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.**

The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or 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, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

**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 200.326.

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 200.326.

**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.

\*\*\*\*\*

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

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

(a) 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;

(b) 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

(c) 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)

2. 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 07/21/2023

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

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

conformance request.

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

Modification Number	Publication Date
0	01/06/2023
1	02/10/2023
2	02/24/2023
3	06/09/2023
4	07/14/2023
5	07/21/2023

BRIN004-003 06/01/2022

BRECKENRIDGE COUNTY

	Rates	Fringes
BRICKLAYER.....	\$ 33.00	19.46
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BRKY001-005 06/01/2022		

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

	Rates	Fringes
BRICKLAYER.....	\$ 31.87	16.39
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BRKY002-006 06/01/2022		

BRACKEN, GALLATIN, GRANT, MASON & ROBERTSON COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 31.87	16.39
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BRKY007-004 06/01/2022		

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

	Rates	Fringes
BRICKLAYER.....	\$ 32.94	20.28
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BRKY017-004 06/01/2022		

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

	Rates	Fringes
BRICKLAYER.....	\$ 31.87	16.39
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CARP0064-001 04/01/2023		

	Rates	Fringes
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CARPENTER.....	\$ 31.81	22.86
Diver.....	\$ 48.09	22.86
PILEDRIVERMAN.....	\$ 32.06	22.86
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ELEC0212-008 06/07/2022		

BRACKEN, GALLATIN and GRANT COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 33.29	20.05
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ELEC0212-014 11/28/2022		

BRACKEN, GALLATIN & GRANT COUNTIES:

	Rates	Fringes
Sound & Communication Technician.....	\$ 26.70	13.41
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ELEC0317-012 05/30/2022		

BOYD, CARTER, ELLIOT & ROWAN COUNTIES:

	Rates	Fringes
ELECTRICIAN (Wiremen).....	\$ 35.85	28.25
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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
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ELEC0575-002 11/21/2022		

FLEMING, GREENUP, LEWIS & MASON COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 36.00	21.14
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ENGI0181-018 07/01/2021		

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 34.80	17.85
GROUP 2.....	\$ 31.94	17.85
GROUP 3.....	\$ 32.39	17.85
GROUP 4.....	\$ 31.62	17.85

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - A-Frame Winch Truck; Auto Patrol; Backfiller;  
Batcher Plant; Bituminous Paver; Bituminous Transfer  
Machine; Boom Cat; Bulldozer; Mechanic; Cableway; Carry-All

Scoop; Carry Deck Crane; Central Compressor Plant; Cherry Picker; Clamshell; Concrete Mixer (21 cu. ft. or Over); Concrete Paver; Truck-Mounted Concrete Pump; Core Drill; Crane; Crusher Plant; Derrick; Derrick Boat; Ditching & Trenching Machine; Dragline; Dredge Operator; Dredge Engineer; Elevating Grader & Loaders; Grade-All; Gurries; Heavy Equipment Robotics Operator/Mechanic; High Lift; Hoe-Type Machine; Hoist (Two or More Drums); Hoisting Engine (Two or More Drums); Horizontal Directional Drill Operator; Hydrocrane; Hyster; KeCal Loader; LeTourneau; Locomotive; Mechanic; Mechanically Operated Laser Screed; Mechanic Welder; Mucking Machine; Motor Scraper; Orangepeel Bucket; Overhead Crane; Piledriver; Power Blade; Pumpcrete; Push Dozer; Rock Spreader, attached to equipment; Rotary Drill; Roller (Bituminous); Rough Terrain Crane; Scarifier; Scoopmobile; Shovel; Side Boom; Subgrader; Tailboom; Telescoping Type Forklift; Tow or Push Boat; Tower Crane (French, German & other types); Tractor Shovel; Truck Crane; Tunnel Mining Machines, including Moles, Shields or similar types of Tunnel Mining Equipment

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

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

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

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

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

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

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IRON0044-009 06/01/2023

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
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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
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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)

RatesFringes

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.

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LAB00189-003 07/01/2022

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.....	\$ 23.76	17.12
GROUP 2.....	\$ 24.01	17.12
GROUP 3.....	\$ 24.06	17.12
GROUP 4.....	\$ 24.66	17.12

LABORERS CLASSIFICATIONS

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

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

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

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

LAB00189-008 07/01/2022

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

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

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 07/01/2022

BRECKINRIDGE & GRAYSON COUNTIES

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

LABORERS CLASSIFICATIONS

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

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

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

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

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PAIN0012-005 06/11/2005

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

	Rates	Fringes
PAINTER		
Bridge/Equipment Tender		
and/or Containment Builder..	\$ 18.90	5.90
Brush & Roller.....	\$ 21.30	5.90

Elevated Tanks; Steeplejack Work; Bridge & Lead Abatement.....	\$ 22.30	5.90
Sandblasting & Waterblasting.....	\$ 22.05	5.90
Spray.....	\$ 21.80	5.90

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PAIN0012-017 05/01/2015

BRACKEN, GALLATIN, GRANT, MASON & OWEN COUNTIES:

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

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PAIN0118-004 06/01/2018

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

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

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PAIN1072-003 12/01/2022

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

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PLUM0248-003 06/01/2023

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

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

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PLUM0392-007 06/01/2023

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

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 38.62	25.73
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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
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SUKY2010-160 10/08/2001		

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

TRUCK DRIVER CLASSIFICATIONS

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

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic

violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

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WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

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

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

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

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

The contractor shall submit to the Contracting Officer, written evidence of the established apprenticeship-journeyman ratios and wage rates in the project area, which will be the basis for establishing such ratios and rates for the project under the applicable contract provisions.

**TO: EMPLOYERS/EMPLOYEES**

**PREVAILING WAGE SCHEDULE:**

**The wages indicated on this wage schedule are the least permitted to be paid for the occupations indicated. When an employee works in more than one classification, the employer must record the number of hours worked in each classification at the prescribed hourly base rate.**

**OVERTIME:**

**Overtime is to be paid to an employee at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek. Wage violations or questions should be directed to the designated Engineer or the undersigned.**

Director  
Division of Construction Procurement  
Frankfort, Kentucky 40622  
502-564-3500

## **TRANSPORTATION CABINET PROJECT WAGE RATES**

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FRANKLIN COUNTY, FBP 0644 (099) & FBP 0644 (097)

Louisville-Lexington Road (I-64) bridge over Kentucky River

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### **NOTICE:**

There are two (2) sets of wage rates established for this project. The contractor shall use federal wage rate decision number KY20230038 for roadway work and wage rate decision number KY20230047 for any bridge work.

"General Decision Number: KY20230047 01/06/2023

Superseded General Decision Number: KY20220047

State: Kentucky

Construction Type: Heavy

County: Franklin County in Kentucky.

HEAVY CONSTRUCTION PROJECTS (including sewer/water construction).

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<div><div>. Executive Order 14026 generally applies to the contract.</div><div>. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</div></div>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<div><div>. Executive Order 13658 generally applies to the contract.</div><div>. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.</div></div>

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

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

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ENGI0181-010 07/01/2021

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 34.80	17.85
GROUP 2.....	\$ 31.94	17.85
GROUP 4.....	\$ 31.62	17.85

OPERATING ENGINEER CLASSIFICATIONS

- GROUP 1 - Crane; Drill; Grader/Blade; Mechanic; Scraper
- GROUP 2 - Bobcat/Skid Steer/Skid Loader; Forklift
- GROUP 4 - Oiler

Operators on cranes with booms 150 feet and over (including jib) shall receive \$1.00 above Group 1 rate; 250 feet and over including jib shall receive \$1.50 above Class 1 rate.  
Combination Rate: All crane operators operating cranes, where the length of the boom in combination with the length of the piling leads equal or exceeds 150 feet, shall receive \$1.00 above the Group 1 rate.

Employees assigned to work below ground level are to be paid 10% above basic wage rate. This does not apply to open cut work.

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IRON0782-010 08/01/2022

	Rates	Fringes
IRONWORKER (Reinforcing & Structural)		
Projects over \$20,000,000.00.....	\$ 31.87	23.22
Projects under \$20,000,000.00.....	\$ 30.28	23.22

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LAB00189-002 07/01/2022

	Rates	Fringes
LABORER		
Backfiller, Carpenter Tender, Concrete Worker, Dumpman & Grade Checker.....	\$ 23.76	17.12
Concrete Saw (Hand Held/Walk Behind), Pipelayer & Vibrating Plate.	\$ 24.01	17.12

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LAB00561-003 07/01/2022

	Rates	Fringes
LABORER		
Form Worker.....	\$ 24.66	17.10

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SUKY2011-003 06/25/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 21.51	10.00

ELECTRICIAN.....	\$ 32.35	2.18
LABORER: Common or General.....	\$ 20.61	10.00
LABORER: Flagger.....	\$ 18.31	8.89
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 26.42	12.70
OPERATOR: Bulldozer.....	\$ 29.96	13.00
OPERATOR: Loader.....	\$ 25.35	13.00
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this

classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests

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

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

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

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

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

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

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

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

**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
7.0%	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4, 3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Notification of Construction Contract Award Portal (NCAP) is OFCCP’s preferred method for receiving construction contract award notifications. The NCAP can be found on OFCCP’s website at <https://www.dol.gov/agencies/ofccp/ncap>. Users who prefer not to use the portal maintain the option to send their notifications via mail, email and facsimile to the OFCCP Regional office in which the work will be performed. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification must include: Prime Contract Number (issued by the federal agency or applicant); Name of Awarding Federal Agency, Applicant or Contractor; Contracting Officer, Applicant Representative or Contractor Representative Submitting Notification with name, phone number, email address; Contractor Awarded Contract or Subcontract with name, address, phone number, email address, EIN, dollar amount of the contract, estimated start date of the contract, estimated completion date of the contract, geographical area in which the contract is to be performed (state, county’s city (if applicable)).
- The notification shall be mailed to:

**Regional Director  
Office of Federal Contract Compliance Programs  
61 Forsyth Street, SW, Suite 7B75  
Atlanta, Georgia 30303-8931  
Main Number: 404-893-4545 Fax: 404-893-4546  
Regional Director Contact: [OFCCP-SE@dol.gov](mailto:OFCCP-SE@dol.gov)  
Construction Award Email: [OFCCP-SE-ConstructionAward@dol.gov](mailto:OFCCP-SE-ConstructionAward@dol.gov)**

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is Franklin County.

## **PART IV**

## **INSURANCE**

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

**PART V**

**BID ITEMS**

Section: 0001 - TRAFFIC CONTROL

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	02562		TEMPORARY SIGNS	192.00	SQFT		\$	
0020	02650		MAINTAIN & CONTROL TRAFFIC APPLIES TO 037B00052L	1.00	LS		\$	
0030	02650		MAINTAIN & CONTROL TRAFFIC APPLIES TO 037B00052R	1.00	LS		\$	
0040	02671		PORTABLE CHANGEABLE MESSAGE SIGN	10.00	EACH		\$	
0050	25075EC		QUEUE PROTECTION VEHICLE	720.00	HOURL		\$	
0060	25117EC		FURNISH QUEUE PROTECTION VEHICLES	3.00	MONT		\$	
0070	26136EC		PORTABLE QUEUE WARNING ALERT SYSTEM	11.00	MONT		\$	
0080	26137EC		QUEUE WARNING PCMS	88.00	MONT		\$	
0090	26138EC		QUEUE WARNING PORTABLE RADAR SENSORS	88.00	MONT		\$	

Section: 0002 - BRIDGES

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0100	03300		ELIMINATE TRANSVERSE JOINT	60.00	LF		\$	
0110	08150		STEEL REINFORCEMENT	1,200.00	LB		\$	
0120	22146EN		CONCRETE PATCHING REPAIR	25.00	SQFT		\$	
0130	23386EC		JOINT SEAL REPLACEMENT	30.00	LF		\$	
0140	23744EC		EPOXY INJECTION CRACK REPAIR	150.00	LF		\$	
0150	24409EC		DRILL HOLES IN STEEL MEMBERS CA3	1.00	EACH		\$	
0160	24879EC		STEEL REPAIR FLOOR BEAM - FB1	20.00	EACH		\$	
0170	24879EC		STEEL REPAIR FLOORBEAM REPAIR - FB2	6.00	EACH		\$	
0180	24879EC		STEEL REPAIR STRINGER REPAIR - SE1	11.00	EACH		\$	
0190	24879EC		STEEL REPAIR STRINGER REPAIR - SE2	2.00	EACH		\$	
0200	24879EC		STEEL REPAIR STRINGER REPAIR - SMS	30.00	EACH		\$	
0210	24879EC		STEEL REPAIR STRINGER REPAIR - SRS	33.00	EACH		\$	
0220	24982EC		CONCRETE COATING APPROXIMATE 2938 SF	1.00	LS		\$	

Section: 0003 - BRIDGES

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0230	03300		ELIMINATE TRANSVERSE JOINT	60.00	LF		\$	
0240	08150		STEEL REINFORCEMENT	1,200.00	LB		\$	
0250	21650NN		BOLT/RIVET REPLACEMENT RB1	2.00	EACH		\$	
0260	22146EN		CONCRETE PATCHING REPAIR	100.00	SQFT		\$	
0270	23386EC		JOINT SEAL REPLACEMENT	30.00	LF		\$	

Report Date 7/26/23

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0280	23744EC		EPOXY INJECTION CRACK REPAIR	50.00	LF		\$	
0290	24409EC		DRILL HOLES IN STEEL MEMBERS CA1	1.00	EACH		\$	
0300	24409EC		DRILL HOLES IN STEEL MEMBERS CA2	1.00	EACH		\$	
0310	24879EC		STEEL REPAIR FLOOR BEAM - FB1	20.00	EACH		\$	
0320	24879EC		STEEL REPAIR FLOORBEAM REPAIR - FB2	6.00	EACH		\$	
0330	24879EC		STEEL REPAIR STRINGER REPAIR - SE1	11.00	EACH		\$	
0340	24879EC		STEEL REPAIR STRINGER REPAIR - SE2	2.00	EACH		\$	
0350	24879EC		STEEL REPAIR STRINGER REPAIR - SMS	30.00	EACH		\$	
0360	24879EC		STEEL REPAIR STRINGER REPAIR - SRS	33.00	EACH		\$	
0370	24982EC		CONCRETE COATING APPROXIMATE 2938 SF	1.00	LS		\$	

Section: 0004 - MOB/DEMOB

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0380	02568		MOBILIZATION	1.00	LS		\$	
0390	02569		DEMOBILIZATION	1.00	LS		\$	