



CALL NO. 400

CONTRACT ID. 182961

DAVISS COUNTY

FED/STATE PROJECT NUMBER 030GR18M022 - FE02

DESCRIPTION VARIOUS BRIDGES IN DAVIESS COUNTY

WORK TYPE BRIDGE PAINTING & CLEANING

PRIMARY COMPLETION DATE 11/15/2019

LETTING DATE: December 07,2018

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN STANDARD TIME December 07,2018. Bids will be publicly announced at 10:00 AM EASTERN STANDARD TIME.

NO PLANS ASSOCIATED WITH THIS PROJECT.

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

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PART I
SCOPE OF WORK

ADMINISTRATIVE DISTRICT - 02

CONTRACT ID - 182961

030GR18M022 - FE02

COUNTY - DAVIESS

PCN - MB03000601801

FE02 030 0060 B00023N 29.64

DAVISS COUNTY 030B00023N OWENSBORO - HAWESVILLE ROAD MP 29.64
US 60 OVER CSX RAILROAD KY 334 AND BLACKFORD CREEKBRIDGE PAINTING & CLEANING
GEOGRAPHIC COORDINATES LATITUDE 37:52:43.00 LONGITUDE 86:59:11.00

PCN - MB03006031801

FE02 030 0603 B00070L 19.97

DAVISS COUNTY 030B00070L WENDELL FORD EXPRESSWAY MP 01.29
KY 603 SB OVER CSX RAILROAD AND LAGOON LANEBRIDGE PAINTING & CLEANING
GEOGRAPHIC COORDINATES LATITUDE 37:46:27.00 LONGITUDE 87:04:47.00

PCN - MB03006031802

FE02 030 0603 B00070R 19.97

DAVISS COUNTY 030B00070R WENDELL FORD EXPRESSWAY MP 01.29
KY 603 NB OVER CSX RAILROAD AND LAGOON LANEBRIDGE PAINTING & CLEANING
GEOGRAPHIC COORDINATES LATITUDE 37:46:28.00 LONGITUDE 87:04:46.00

COMPLETION DATE(S):

COMPLETED BY 11/15/2019

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) to prepare a bid packet for submission to the Department. The bidder must submit electronically using Bid Express.

JOINT VENTURE BIDDING

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

UNDERGROUND FACILITY DAMAGE PROTECTION

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

REGISTRATION WITH THE SECRETARY OF STATE BY A FOREIGN ENTITY

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

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

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

SPECIAL NOTE FOR PROJECT QUESTIONS DURING ADVERTISEMENT

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

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

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

HARDWOOD REMOVAL RESTRICTIONS

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

INSTRUCTIONS FOR EXCESS MATERIAL SITES AND BORROW SITES

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

ACCESS TO RECORDS

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

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

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

April 30, 2018

SPECIAL NOTE FOR RECIPROCAL PREFERENCE

RECIPROCAL PREFERENCE TO BE GIVEN BY PUBLIC AGENCIES TO RESIDENT BIDDERS

By reference, KRS 45A.490 to 45A.494 are incorporated herein and in compliance regarding the bidders residency. Bidders who want to claim resident bidder status should complete the Affidavit for Claiming Resident Bidder Status along with their bid in the electronic bidding software. Submittal of the Affidavit should be done along the bid in Bid Express.

April 30, 2018

**SPECIAL NOTES
DISTRICT NO. 2
BRIDGE CLEANING AND PAINTING
DAVISS COUNTY
CID182961 030GR18M022**

FE02 030 0060 B00023N 29.64

Daviess County ~ US 60 over CSX RR, KY 334 and Blackford Creek

Geographic Coordinates

Latitude – 37° 52' 43.00''

Longitude – 086° 59' 11.00''

Description

76' ~ 194' ~ 116' ~ 94' ~ 76' Steel Girder Spans, Drawing No. 17245

FE02 030 0603 B00070L 01.29

Daviess County ~ KY 603 (Wendell Ford Expressway) over CSX Railroad and CS 1029 (Lagoon Lane)

Geographic Coordinates

Latitude – 37° 46' 27.00''

Longitude – 087° 04' 47.00''

Description

82' ~ 82' ~ 82' Steel Girder Spans, Drawing Nos. 15251, 15252 and 24830.

FE02 030 0603 B00070R 01.29

Daviess County ~ KY 603 (Wendell Ford Expressway) over CSX Railroad and CS 1029 (Lagoon Lane)

Geographic Coordinates

Latitude – 37° 46' 28.00''

Longitude – 087° 04' 46.00''

Description

82' ~ 82' ~ 82' Steel Girder Spans, Drawing Nos. 15251, 15252 and 24830.

SPECIAL NOTES FOR CLEANING AND PAINTING

SPECIAL NOTE FOR BIDDING PREQUALIFICATION AND STAFFING

SPECIAL NOTE FOR SURFACE PREPARATION AND PAINT APPLICATION

SPECIAL NOTE FOR WASTE MANAGEMENT

SPECIAL NOTE FOR RECYCLABLE SURFACE PREPARATION RESIDUE
MANAGEMENT

SPECIAL NOTE FOR OPTIONAL SURFACE PREPARATION

SPECIAL NOTE FOR QUALITY CONTROL

SPECIAL NOTE FOR PAINT

SPECIAL NOTE FOR ENVIRONMENTAL AND WORKER SAFETY REGULATIONS

SPECIAL NOTE FOR PRE-BID CONFERENCE

SPECIAL NOTE FOR PAYMENT

SPECIAL NOTE FOR STENCILING

SPECIAL NOTE FOR UTILITIES AND SIGNS

SPECIAL NOTE FOR WEIGHT LIMITS ON STRUCTURE

SPECIAL NOTE FOR BEARING REPLACEMENT

SPECIAL NOTE FOR JOINT SEAL REPLACEMENT

SPECIAL NOTE FOR REPLACING EXPANSION DAMS AND/OR
INSTALLING ARMORED EDGES FOR CONCRETE ON BRIDGES

SPECIAL NOTE FOR MAINTAINING AND CONTROLLING TRAFFIC

SPECIAL NOTE FOR PERFORMING WORK ON CSX TRANSPORTATION

SPECIAL NOTE FOR BIDDING PREQUALIFICATION AND STAFFING

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

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

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

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

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

SPECIAL NOTE FOR SURFACE PREPARATION AND PAINT APPLICATION

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

A. SUBMITTALS

The Contractor shall comply with the submittal requirements detailed in Section 108 of the Standard Specifications for Road and Bridge Construction (Current Edition) and submit the following **written** items to the Project Engineer **14 days** prior to the Pre-Construction Conference:

1. A detailed Progress of Work Schedule. The Progress of Work Schedule will be reviewed and approved by the KYTC Engineer.
2. Traffic Control Plan. The Traffic Control Plan will be reviewed and approved by the KYTC Engineer.
3. Worker Protection Plan. The Worker Protection Plan will be reviewed by the KYTC Engineer.
4. Environmental Compliance Plan, including a Waste Management and a Ground Water and Surface Water Protection Plan. The Environmental Compliance Plans will be reviewed by the KYTC Engineer.
5. Manufacturers' recommended Film Thickness and application conditions for the coating system to be used.
6. Rigging and Containment Plan, Design for rigging and containment shall be signed and stamped by a licensed Kentucky professional engineer. The design for containment will be reviewed by the KYTC engineer.

All submittals must be received, accepted and/or approved prior to beginning any work.

B. CONTAINMENT

All structural steel shall be totally enclosed during all phases of the work. All containment shall meet the criteria for **SSPC Guide 6 – Containment Classification Class 2A** for cleaning and painting of structural steel bridges.

Air Pressure- Negative air pressure meeting the requirements for **Type H2** shall be maintained.

Air Movement- A minimum air movement in containment is not specified but the contractor shall demonstrate that the air movement in the containment will provide the necessary engineering control to comply with OSHA worker safety requirements (i.e., lead standards as required by **29 CFR 1926**).

Emissions - Quantity of emissions from containment for structural steel bridges shall be assessed using Method A – Visible Emissions of **SSPC Guide 6** - Level 1 Emissions. Emissions shall be monitored for at least 15 minutes and reported in the logbook (**SEE SPECIAL NOTE FOR QUALITY CONTROL**) at least once for every four (4) hours of cleaning and painting.

Quantity of emissions from containment shall be assessed using **Method G** – Visual Assessment of Site Cleanliness. Results of the Method G assessment shall be reported in the logbook (**SEE SPECIAL NOTE FOR QUALITY CONTROL**).

Observance of emissions at any time may require (at the discretion of the Engineer) that cleaning and painting cease until the containment is sufficient to prevent emissions.

Provide proper (OSHA COMPLIANT) lighting on all operations (i.e. surface preparation, painting and inspection). Lighting for QA inspection shall meet the criteria described in **SSPC Guide 12** (Guide for Illumination of Industrial Painting Projects) for inspection.

The Contractor shall conduct EPA Ambient Air Monitoring for Toxic Metals (TSP-Lead) in accordance with 40 CFR 50 throughout all cleaning and painting operations. Background monitoring shall be conducted for a minimum of 3 days prior to mobilization of equipment and installation of containment materials. Additional monitoring may be requested at the discretion of the Engineer. Select an analytical laboratory which is approved to perform TSP-Lead analyses through the National Environmental Laboratories Accreditation Program (NELAP). Submit certified analytical results for each sample to the Engineer within 5 days of obtaining the sample. Emissions monitored by this method shall not exceed 1.5 micrograms per cubic meter ($\mu\text{g}/\text{m}^3$) as a 90 day average as defined in the National Ambient Air Quality Standard (NAAQS) for Lead. Calculations to determine adjusted acceptable allowances based on NAAQS and site specific schedules are detailed in SSPC Technology Guide No. 6 and SSPC Technology Update No. 7.

The contractor shall provide OSHA compliant safe access for all cleaning, painting, and inspections.

Wastes and residue deposited on the containment materials shall be collected daily. In addition, containment materials shall be cleaned prior to moving/dismantling. The Engineer may direct additional cleaning as conditions warrant.

C. SURFACE PREPARATION

Solvent Cleaning

All visible grease and oil shall be removed from the surface prior to abrasive blast cleaning. The surface shall be cleaned in accordance with **SSPC-SP 1** to remove oil, grease, and any other surface contaminants. Only solvents or detergents that are acceptable to the coating manufacturer and the Department shall be used. A clean cloth shall be used for the final wiping of the cleaned surface. All solvent cleaning materials shall be collected, handled, stored, and disposed of as hazardous waste.

Compressed Air

Compressed air used for any work shall be free from oil and/or water. The cleanliness of the compressed air shall be in accordance with **ASTM D 4285 (blotter test)**. The cleanliness of the compressed air shall be verified at least once per shift per compressor or as directed by the Engineer.

Abrasive Blast

All structural steel shall be abrasive blast cleaned to an **SSPC-SP 10/NACE NO. 2** “Near White Metal Blast Cleaning” standard as described in the current SSPC documents. After blast cleaning all surface imperfections that remain (e.g. sharp fins, sharp edges, weld splatter, burning slag, scabs, slivers, etc.) shall be removed. The abrasive blast profile shall be **angular, 1.5 to 4.5 mils** as measured in accordance with **ASTM D 4417 Method B**.

Abrasive Media

Clean, dry, uniformly graded recyclable steel grit or grit/shot abrasive mix shall be used to produce an angular profile for blast cleaning that is free of oil, soluble salts and other similar substances which could contaminate the blasted surface. The abrasive shall meet the **SSPC-AB 2** “Cleanliness of Recycled Ferrous Metallic Abrasive” standard.

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

D. PAINT APPLICATION

Areas shall not be painted until they have been inspected and approved by the Engineer. Paint shall be applied only to clean, dry surfaces. Ensure that the appropriate surface condition, as described in the Abrasive Blast Cleaning section, is present at the time of primer application (i.e. re-treat if rust-back occurs). Apply a **Class II (Type I or Type II)** system from the approved list referenced in the **SPECIAL NOTE FOR PAINT**.

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.

The finish coat shall be gray and will meet the following values.

Grey $L^* = 48.17$ $a^* = -3.54$ $b^* = -0.87$ Federal Standard 595 Color FS X6187

Damages - All steps necessary to preclude damage to public property from paint overspray shall be taken. These steps shall include changes in the type of containment or cessation of spraying operations. The contractor shall be solely responsible for any damages arising from the painting operations.

Repair of paint defects - All defects in the new paint shall be repaired

E. PAINT STORAGE, HANDLING, SAMPLING, MIXING AND THINNING

A paint storage site for receiving and storing paint delivered for use on the project shall be established. The paint storage site shall be located separate from the job site. All new paint shall be received at the storage site for inventory and acceptance testing. At that time, have the Contractor's QC inspector (**SEE SPECIAL NOTE FOR QUALITY CONTROL**) and the Department's inspectors independently inventory the supplied paint by batch number and quantities delivered. Their tallies shall be compared and any differences resolved. The Department's inspector examines all paint containers delivered and rejects those with 1) broken seals, 2) rust, 3) and altered, missing or illegible batch numbers or labels. The Department's inspector numbers and initials each container with an indelible marker. A representative of the Department samples each lot of material (**SEE SPECIAL NOTE FOR PAINT**). Rejected paint containers shall be labeled "REJECTED" and dispose of them promptly. The unapproved and/or rejected containers of paint shall be stored separately from those that have been approved. No paint shall be permitted at the actual job site until the Division of Materials has approved it.

Both the Contractor's QC inspector and the Department's inspector shall conduct a daily start-up inventory of containers of approved paint brought to the job site noting batch numbers and the Department inspector's container number. At the end of the work day, the QC inspector and the Department's inspector shall conduct another inventory noting the number of paint containers expended, Department inspector's inventory numbers, and types of paint. Paint containers brought on the job site and not used shall be inventoried. Re-inventory those when they are taken back to the job site to be used.

The addition of solvents to paint shall be permitted **only** by written approval from the Engineer. Use only new solvents supplied by the paint manufacturer. Solvents shall only be used at the job site in the presence of the Department inspector. Solvents from new, unopened containers with the solvent manufacturer's labeling intact shall be used. The QC inspector shall record locations where solvent-thinned paint was used.

Solvents used for cleaning at the job site shall be kept in sealed containers away from mixing operations. Solvents used to clean brushes, rollers, or spray equipment shall be collected in sealed containers and stored as a hazardous waste.

The paint manufacturer shall be required to provide a technical representative at the job site when requested by the contractor or the Department at no additional cost to the Department.

F. WORKMANSHIP

All structural steel surfaces shall be properly cleaned and painted to the satisfaction of the Engineer. There shall be no provision for missed areas or substandard work regardless of size of the area in question. **All improperly prepared or painted surfaces shall be repaired to meet the provisions of this specification.**

Allowable field variation of the color of all cured finish coats on structural steel shall be $2.0\Delta E^*$. These values shall be obtained from a spectrophotometer utilizing a D65 illuminant at 45° illumination and 0° viewing with a 2° observer. The reference for this test shall be readings obtained on the initial test patch (**SEE SPECIAL NOTE FOR QUALITY CONTROL**). Surfaces with finish coats with color variations exceeding the $2.0\Delta E^*$ value shall be repainted at the option of the Engineer.

G. BRIDGE CLEANING AND PREVENTIVE MAINTENANCE

Surface Preparation: Remove all debris and clean all end bent/abutment caps, pedestals, back walls and all faces of parapet walls including end bent/abutment wing walls, all deck drains and gutters 2'-0" each side of the bridge deck. Cleaning shall be done with pressure washing equipment. Equip the pressure washer(s) with calibrated gage(s) and pressure regulators to ascertain and regulate water pressure. All equipment for pressure washing shall be operated at a minimum pressure of 3500 psi to 4,500 psi with fan tips and or 0 degree spinner 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 disturb intact existing coatings. Pressure and flow rates shall be reduced or increased to a level satisfactory to the Engineer should any existing intact coating is disturbed due to power washing procedures. The washing wand must be approximately perpendicular to the washed surface and within a maximum 12 inches of the surface. Wand extensions greater than 36 inches will be subject to Central Office Division of Construction approval. Use clean potable water for all pressure washing. Abrasive blasting will be permitted if containment is in place at these areas for structural steel paint application.

Concrete Coatings: Apply concrete coatings to all end bent caps, pedestals, back walls and all faces of parapet walls including abutment and end bent/abutment wing walls after all debris are removed and power washing is complete. Use compressed air to remove any loose debris from the concrete surfaces that are to be coated after power washing. See concrete coating diagram. All coatings shall be applied within manufacturers recommended dry film thickness range. 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 within 72 hours of pressure washing. All coating application shall be executed using brushes, rollers, etc. Spray application will be permitted if containment is in place at these areas for structural steel paint application. Use one of the following coating systems from the manufacture listed below shall be used. The Department requires acceptance testing of samples obtained on a per-lot basis per-shipment. The Division of Materials shall perform acceptance testing.

<u>Manufacture</u>	<u>Prime Coat</u>	<u>Finish Coat</u>
Sherwin Williams	Macropoxy 646	Acrolon 218 HS
PPG	Amberlock 2	Devoe Devflex HP
Carboline -	Carboguard 890	Carbothane 133 HB
Tnemec -	Elastogrip 151	EnviroCrete 156

The finish coat shall be gray and will meet the following values.

Grey L* = 74.94 a* = -1.54 b* = 3.92 Federal Standard 595 Color FS X6492

See attached detailed drawings for concrete coating diagram for additional details.

H. MEASUREMENT.

Clean and Paint Structural Steel: The Department will measure the quantity as “Lump Sum”.

Bridge Cleaning and Preventive Maintenance: The Department will measure the quantity as “Lump Sum”.

I. PAYMENT.

Clean and Paint Structural Steel (08434): Payment at the contract lump sum price includes all labor, materials, rigging, containment, and all incidental items necessary to complete this work in accordance with these Notes, Plans, the Standard Specifications or as directed by the Engineer for all structural steel.

Bridge Cleaning and Preventive Maintenance (23949EC): Payment at the contract lump sum price includes all labor, all materials and all incidental items necessary to complete this work in accordance with these Notes, Plans, the Standard Specifications or as directed by the Engineer for all structural steel.

SPECIAL NOTE FOR WASTE MANAGEMENT

All wastes shall be collected and placed in appropriate containers on a daily basis. **(SEE SPECIAL NOTE FOR ENVIRONMENTAL AND WORKER SAFETY REGULATIONS).**

Industrial waste

Dispose of industrial wastes (non-hazardous wastes) such as paint buckets, paint-contaminated rags, rollers, clogged spray hoses and brushes. Store industrial waste in appropriate containers, and appropriately labeled, prior to disposal. Industrial waste containers not covered or designed to prohibit entry of water, must be included in and comply with Ground Water and Surface water Protection requirements **(SEE SPECIAL NOTE FOR ENVIRONMENTAL AND WORKER SAFETY REGULATIONS - D. Groundwater and Surface water Protection).**

Hazardous Waste

Hazardous materials shall be stored separate from paint debris. All non-reusable solvents used in cleaning shall be considered hazardous waste. Store solvent wastes in separate containers (i.e. not with the paint debris).

The Department will provide a site on its property for the Contractor to erect a temporary storage facility. Store surface preparation debris and hazardous wastes at that site, in a secured six-foot high chain-link fence enclosure. The enclosure shall be built in accordance with **Standard Drawing No. RFC-001-07** of the Kentucky Department of Highways Standard Drawings Book, with the **exception that concrete is not required for installation of posts**. The fence of the storage area must be firmly attached to metal posts and have a locked gate. The gate shall be secured to the fence post by a chain and a lock. Each side of the enclosure shall have appropriate placards forbidding unauthorized entrance and announcing that the area is a storage site for lead and hazardous wastes. Cover the ground where the containers will be stored with a waterproof tarpaulin. The contractor shall maintain the tarpaulin to avoid tears or punctures. Drums shall be set on skids that are placed on the tarpaulin. There shall be an adequate aisle space between the rows of stored drums so that the drums and labels can be inspected at any time. Areas around roll off containers shall be covered with tarpaulins. Tarpaulins shall be cleaned daily to remove collected lead bearing debris. The storage area shall be maintained / operated to prevent releases. The storage area shall have a spill clean-up kit. The kit shall include, but not be limited to shovel, broom, dustpan and absorbent material for solvents. There shall be access to communications or alarms whenever authorized personnel are in the storage compound.

The designated temporary storage facility shall be constructed and accepted by the Engineer prior to the onset of operations at the job site. The temporary storage facility shall be maintained during the active cleaning and painting of the bridge and return the site to its original state when the work is completed.

The Contractor shall be solely responsible for the management and the disposal of all hazardous waste generated during the cleaning and painting operations in accordance with the Kentucky Revised Statutes, Chapter 224, Subchapter 46, and the Kentucky Administrative Regulations promulgated pursuant thereto.

The Kentucky Transportation Cabinet will file a Notification of Hazardous Waste Activity with the Kentucky Division of Waste Management to obtain an EPA Identification Number in accordance with **401 KAR 32:010, Section 3**. The Cabinet will provide the Contractor with this EPA ID number to be used in hazardous waste management in compliance with **401 KAR 32:010, Section 3 (1)**.

The Contractor shall be responsible for furnishing appropriate U.S. DOT containers that are made or lined with materials which are compatible with the hazardous waste to be stored in accordance with **401 KAR 35:180, Section 3**. All hazardous wastes collected at the job site shall be placed in those containers for transport to the storage site. The containers shall be used and managed at the job site and at the storage site in accordance with **401 KAR 35:180**. Prior to the transfer of the containers of hazardous waste from the job site to the storage area, the containers shall be correctly sealed, labeled, marked and placarded as defined in the pre-transport requirements of **401 KAR 32:030**.

Each container shall be labeled "Hazardous Waste" and the date clearly marked when the hazardous waste is *first* added to the container in compliance with **401KAR 35:180, Section 4(3)**. That date marked is the *start date* of the **seventy-five (75)** day storage period

The generator for the waste under this contract is the Kentucky Transportation Cabinet. All records including the labels on the waste containers and the manifests shall be completed using the Transportation Cabinet as the generator.

The Department requires that all hazardous waste shall be removed within seventy-five (75) days of the accumulation start date. The Contractor shall select a registered hazardous waste transporter to transport the containers of hazardous waste generated during the painting operations to a permitted hazardous waste treatment, storage or disposal facility. The hazardous waste must be manifested with a Uniform Hazardous Waste Manifest that is to be completed, in entirety, as per the regulations of **401 KAR 32:020** and **401 KAR 32:100**. Copies of all manifests with the Land Disposal Restriction Notice must be provided to the Project Manager and the Central Office, Division of Construction. **Final partial payment of 15% for the project will not be released until the Department receives all copies of the manifests.**

Failure to remove the hazardous waste within **Seventy-Five (75) days** shall result in a performance penalty of **Two Thousand Dollars (\$2,000.00)** per drum per day or **Eight Thousand Dollars (\$8,000.00)** per cubic yard per day that the containers are left in storage. This penalty is in addition to any fines that may be assessed by regulatory agencies other than the Transportation Cabinet.

PAYMENT

All cost for Industrial and Hazardous waste disposal shall be considered incidental to the lump sum bid for: **Clean and Paint Structural Steel (08434)**.

SPECIAL NOTE FOR RECYCLABLE SURFACE PREPARATION RESIDUE MANAGEMENT

The surface preparation debris generated at structural steel bridges shall be transported and recycled as a commercial substitute material in a recycling effort. All waste/debris collection, handling, storage, transportation, and disposal shall be the responsibility of the contractor.

Abrasive Media

Clean, dry, uniformly graded recyclable steel grit or grit/shot abrasive mix shall be used to produce an angular profile for blast cleaning that is free of oil, soluble salts and other similar substances which could contaminate the blasted surface. The abrasive shall meet the **SSP-AB 2** "Cleanliness of Recycled Ferrous Metallic Abrasive" standard.

Collection, Handling, and Storage of Wastes and Surface Preparation Debris

A "Competent Person for lead abatement" as defined by OSHA 1926.62 shall be on site during any operations which disturb lead. The "competent person" shall have successfully completed the **SSPC C3** "Supervisor/Competent Person Training for De-leading of Industrial Structures" or equivalent training.

All surface preparation debris shall be collected separate from waste materials and placed in appropriate containers on a daily basis. **(See Special Note for Environment and Employee Safety Regulations)**

Surface preparation debris

Surface preparation debris shall be separated from all wastes. While on-site, the surface preparation debris shall be managed as lead containing material. Precautions shall be taken to protect employees and the public from exposure to lead. Handling and storage of surface preparation debris shall be accomplished to prevent releases to the environment.

The Department will provide a site on its property for the Contractor to erect a temporary storage facility. Store surface preparation debris and hazardous wastes at that site, in a secured six-foot high chain-link fence enclosure. The enclosure shall be built in accordance with Standard **Drawing No. RFC-001-07** of the Kentucky Department of Highways Standard Drawings Book, with the **exception that concrete is not required for installation of posts**. The fence of the storage area shall be firmly attached to metal posts and have a locked gate. The gate shall be secured to the fence post by a chain and a lock. Each side of the enclosure shall have appropriate placards forbidding unauthorized entrance and announcing that the area is a storage site for lead and hazardous wastes. The ground where the containers will be stored shall be covered with a waterproof tarpaulin. The contractor shall maintain the tarpaulin to avoid tears or punctures. Drums shall be set on skids that are placed on the tarpaulin. There shall be an adequate aisle space between the rows of stored drums so that the drums and labels can be inspected at any time. Areas around roll off containers shall be covered with tarpaulins. Tarpaulins shall be cleaned daily to remove collected lead bearing debris. The storage area shall be maintained / operated to prevent releases. The storage area shall have a spill clean-up kit. The kit shall include, but not be limited to shovel, broom, dustpan and absorbent material for solvents. There shall be access to communications or alarms whenever authorized personnel are in the storage compound.

The designated temporary storage facility shall be constructed and accepted by the Engineer prior to the onset of operations at the job site. The temporary storage facility shall be maintained during the active cleaning and painting of the bridge and return the site to its original state when the work is completed.

The Contractor shall be solely responsible for the management and the disposal of all surface preparation debris and hazardous waste generated during the cleaning and painting operations. Hazardous wastes shall be managed in accordance with the Kentucky Revised Statutes, Chapter 224, Subchapter 46, and the Kentucky Administrative Regulations.

The Contractor shall be responsible for furnishing appropriate U.S. DOT-specified containers that are made or lined with materials that are compatible with the surface preparation debris per 49CFR173.213 (non-bulk containers) or 49CFR173.240 (bulk containers). All surface preparation debris collected at the job site shall be placed in those containers for transport to the storage site. Prior to the transfer of the containers of surface preparation debris from the job site to the storage area, the containers shall be correctly sealed, labeled, marked and placarded as defined in the pre-transport requirements of 49CFR172.301 (non-bulk containers) or 49CFR172.302 (bulk containers). The Contractor shall check with the recycler and the transporter to insure that containers acceptable to both parties are employed.

The Contractor shall be responsible for the quality of the surface preparation debris placed in disposal containers. Under NO circumstances shall the debris become wet or be co-mingled with miscellaneous wastes.

Transportation and recycling

All surface preparation debris shall be transported for recycling within 90 days of initial container filling operations. The contractor shall contact the recycler to arrange for the delivery of the surface preparation debris. The recycler is: The Doe Run Company: Resource Recycling Division, HC1 Box 1395, HWY 10K, Boss, MO 65440, phone (573) 626-4813, fax (573) 626-3304, email www.doerun.com. The contractor will complete the Doe Run Supplier Profile Form and provide copies of it to both Doe Run and the Engineer prior to transporting the surface preparation debris.

The contractor shall select a registered hazardous material (HAZMAT) transporter for transportation of the surface preparation debris. The contractor shall provide the necessary waste storage/transportation containers. The contractor shall arrange for the pick-up of the containers and delivery to the recycler.

NOTE: The contractor shall be responsible for the condition of the surface preparation debris provided to the recycler. Surface preparation debris that is wet debris or that is co-mingled with other waste will be rejected by the recycler. If that occurs, the contractor must dispose of the debris as a hazardous waste. The contractor must promptly inform the Engineer in that event so that KYTC can obtain the proper permitting from the Kentucky Environmental and Public Protection Cabinet. Additionally, the contractor shall be responsible for all transportation costs, hazardous waste disposal costs and fines that are incurred.

The contractor shall supply the Engineer with all weight tickets for the commercial substitute material transported and delivered to the recycler and all Certificates of Recycling issued by the recycler for material deliveries related to this project. **Final partial payment of 15% for the project shall not be released until the Engineer has received these documents.**

PAYMENT

All cost for the management and the disposal of all surface preparation debris and hazardous waste generated during the cleaning and painting operations shall be considered incidental to the lump sum bid for **Clean and Paint Structural Steel (08434)**.

SPECIAL NOTE FOR PAINT

Use a coatings system from an approved supplier. A list of approved suppliers shall be found in the Department's List of Approved Materials maintained by the Division of Materials. All paint supplied shall conform to the applicable Special Notes contained in this proposal. The Department requires acceptance testing of samples obtained on a per-lot basis per-shipment. The Division of Materials shall perform acceptance testing. At his option, the Engineer may elect to conduct more frequent sampling and 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.

Note: 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.

SPECIAL NOTE FOR QUALITY CONTROL

The contractor shall provide QC inspectors to monitor all work, insure that all work is completed in accordance with the Special Notes and Standard Specifications, and record inspection results. All QC inspectors shall possess at a minimum one of the following certifications: **SSPC-BCI level 1 or NACE CIP level 1**. The QC inspector(s) shall not perform production work that requires QC/QA inspection. The Department's (QA) inspector shall conduct in-progress reviews of the Contractor's operations and perform follow-up quality assurance (QA) inspections after the QC inspector has certified that a portion of work is complete.

Progress of Work - Work shall proceed by sections, bays or other readily identifiable parts of the structure. All work shall proceed from top to bottom of the structure. The work shall be broken down into adjacent sections (control areas) separated by bulkheads. Bulkheads shall be sealed to the containment and meet all **SSPC Guide 6 – Containment Classification Class 2A** requirements. Only one phase of work shall be permitted in a given control area at any time.

In any control area, Quality Control Point inspection and approval shall precede the start of succeeding phases of work. Quality Control Points are progress milestones that occur when one phase of work is complete and ready for inspection prior to continuing with the next operational step. At those points, the Contractor shall provide the Departments QA inspectors with OSHA compliant access to inspect all pertinent surfaces. If QA inspection indicates a deficiency, that phase of the work shall be corrected and re-inspected prior to beginning the next phase of work.

A. CLEAN AND PAINT STRUCTURAL STEEL

<i>Quality Control Point</i>	<i>QC Inspection Function</i>
1. Surface Preparation	
A. Solvent Cleaning	Visually inspect.
B. Abrasive Blast Cleaning	Measure profile Visually inspect for cleanliness.
2. Full Prime Coat Application	Check for dry film thickness, and defects in paint
3. Full Intermediate Coat (if applicable)	Check for dry film thickness, and defects in paint
4. Finish Coat Application	Check for dry film thickness, paint appearance, color and quality of application

The surface profile shall be verified with a minimum of 3 measurements per nozzle per shift. Each measurement shall be the average of 3 individual readings. Individual gage readings and averages shall be recorded in the log book. The Engineer may request additional measurements at any time.

The QC Inspector shall inspect prepared surfaces to determine whether those conform to the specification (see **SPECIAL NOTE FOR SURFACE PREPARATION AND PAINT APPLICATION**). Inspect each individual coat of paint using **KM 64-258-08 Procedure C**. Inspect for areas of incomplete coating coverage and coating defects. The Engineer may request tests, including destructive DFT tests, at additional sites or he may elect to perform additional tests.

B. BRIDGE CLEANING AND PREVENTIVE MAINENANCE

Quality Control Point

QC Inspection Function

- | | |
|----------------------------|--|
| 1. Surface Preparation | Visual |
| 2. Prime Coat Application | Check for dry film thickness, and defects in paint * |
| 3. Finish Coat Application | Check for dry film thickness*, paint appearance, color and quality of application. |

*Destructive DFTs shall be used. Contractor shall repair all test locations, cost will be considered incidental to the contract.

C. INSPECTION RECORDS

The QC inspector shall maintain a handwritten and/or electronic record of all-painting activities, operations and inspections in the log book(s). At a minimum, the following information must be recorded:

1. all paint inventory and approval information,
2. daily records of ambient conditions (including all measurements taken),
3. daily progress of work information including start-up/shut-down times, bridge locations by control numbers, structural steel components by proper terminology and pertinent operations by control points, and
4. QC inspection information including evaluations at control points, rework comments, or approvals.

Make entries on consecutive pages of the logbook (in indelible ink) and make corrections by marking through mistakes with a single line. Do not remove pages or erase or obliterate entries in the logbook.

The QC inspector and QA inspector shall jointly assign adjacent control areas consecutive numbers and a short description defining their location. After completion of a phase of work in a control area, the QC inspector shall perform an inspection and shall determine whether the area has been satisfactorily prepared. If work in a control area is unsatisfactory, the QC inspector shall require the contractor to make the necessary corrections. That process shall be repeated as necessary until suitable corrections have been made. Once a control area is approved by the QC, the QA will be requested to inspect that control area. The QA will note acceptance or rework comments in log book. Repeat until approved by the QA.

All logbooks shall be maintained at the job site at all times during the project, made available, upon request, to the Department's representatives and submitted to the Engineer at the end of the project for his review and records.

Test Patch - Prior to initiation of painting, prepare at least one test patch in each Section of work to serve as a standard for reference during the balance of the painting operations. The test patch shall be located at an accessible area incorporating surface types of the project. Use the specified surface preparation on a surface with at least 20 ft² per application method per coating plus 20 ft² for surface preparation. When Central office personnel, the Engineer, QC inspector, and the QA inspector, agree that the appropriate level of cleanliness and surface preparation have been achieved, the contractor shall apply a clear sealer, supplied by the coatings manufacturer, to at least 20 ft² of the prepared surface. The contractor will then apply coating to the remainder (at least 20-ft²) of the test patch. Set aside the test patch area as a standard for proper application and appearance. Do not paint the reference areas until the balance of the project is completed. After the project is complete, re-blast the area of the test patch with clear sealer, and apply all specified coatings. Apply all coatings, including the clear sealer, in the presence of Central Office personnel, the Engineer, the QA inspector, QC inspector, and a technical representative of the paint manufacturer. If QC and QA inspectors agree, clear coat preservation of the test patch may be replaced with pictorial records.

PAYMENT

All cost to provide QC inspectors shall be considered incidental to the lump sum bid for:
Clean and Paint Structural Steel (08434). All Structural Steel Items.
Bridge Cleaning and Preventive Maintenance (23494EC): All Bridge Cleaning and Preventive Maintenance Items.

SPECIAL NOTE FOR ENVIRONMENTAL AND WORKER SAFETY REGULATIONS

(A) Governing regulations

The existing paint in this project may contain lead, which is classified as a hazardous (toxic) material. Be knowledgeable of and comply with, all **lead-related** environmental and health regulations governing the Contractor's operations. Comply with regulations current at the time the work is performed and all requirements herein. Collect, transport to waste storage sites, and store hazardous wastes in accordance with applicable environmental and health regulations. The contractor is solely responsible for collection, transport, storage and disposal of all industrial wastes.

(B) Liabilities and Obligations

The contractor shall be solely responsible for compliance with all applicable environmental and health and safety regulations to the satisfaction of the applicable government regulatory agencies and the Department. The Department assumes no obligations or liabilities for work stoppages or fines due to enforcement actions by government regulatory agencies or to related delays that the Department deems necessary.

(C) State and Local Regulatory Agencies

State and local regulatory agencies charged with enforcing **most** regulations affecting the generation of hazardous wastes and worker safety issues are:

Kentucky Occupational Safety and Health Program, Labor Cabinet, Commonwealth of Kentucky, Frankfort, Kentucky

Environmental and Public Protection Cabinet, Commonwealth of Kentucky, Frankfort, Kentucky

(D) Groundwater and Surface water Protection

The contractor shall prepare and implement a groundwater and surface water protection plan in accordance with **401 KAR 5:037 (Ground Water), KRS 224.70-110 and 401 KAR 10:031 (Surface water)** with the exception that hazardous waste or hazardous materials container volume is not limited to greater than 55 gallons or weight to 100 pounds.

SPECIAL NOTE FOR PAYMENT

Payment for cleaning and painting structural steel shall be according to Standard Specifications for Road and Bridge Construction (Current Edition) Section 614.05 with the following modification to Section 614.05.

Three-Coat Field Applied System. Partial payments will be based on acceptance of the following:

Surface Preparation	25%
Prime Coat	20%
Intermediate Coat	20%
Finish Coat	20%
De-rigging, touch-up of de-rigging marks and damage, and Environmental documentation	15%

SPECIAL NOTE FOR STENCILING

The Bridge Number, the Month and year of the completion date, and any existing panel number system or panel number system set forth in the contract shall be stenciled on the structure at locations determined by the Engineer. Make the legend in letters and numerals at a minimum of 3 inches and maximum of 6 inches tall, and use a paint color that contrasts with the background.

SPECIAL NOTE FOR UTILITIES AND SIGNS

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

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

SPECIAL NOTE FOR WEIGHT LIMITS ON STRUCTURE

030B00023N is rated at **65** tons.

030B00070L is rated at **54** tons.

030B00070R is rated at **76** tons.

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

SPECIAL NOTE FOR BEARING REPLACEMENT

- 1. DESCRIPTION.** Perform all work in accordance with the Kentucky Transportation Cabinet, Department of Highway's Standard Specifications for Road and Bridge Construction and applicable Supplemental Specifications, the Standard Drawings (current editions), this note, and the attached detailed drawings for Bearing Replacement. Section references are to the Standard Specifications. This work consists of the following: (1) Furnish all labor, materials, tools, and equipment. (2) Replace Bearing. (3) Maintain and control traffic. (4) 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 $F_y \sim 50,000$ psi.
 - B. Elastomeric Bearings Pads**
Type 4E Elastomeric Bearing Pad see Standard Drawing BBP-001 C.E.
 - C. Expansion Anchors**
 - D.** Expansion anchors shall be 3/4" diameter HILTI KWIK Bolt 3 SS or equal with a working shear capacity of 5.5 K minimum.
 - E. Paint**
See Special Note for Paint Application and Surface Preparation.
- 3. CONSTRUCTION.**

 - A. Bearing Replacement.** Complete bearing replacement as specified in this special note and shown in the attached detailed drawings.
 - B. Remove Existing Bearing.** Remove existing bearings as shown on the attached detailed drawings. Dispose of all removed material entirely away from the job site. This work shall be incidental to the contract unit price for "Bearing Replacement".
 - C. Expansion Anchors.** See attached detailed drawings.
 - D. Bearing Pads.** Set bearing pads in accordance with Section 607.03.17 of the Standard Specification.

Jack and Support. Jack and Support the beams under full dead and live loads while replacing the bearings. Reaction Loads = 93 Tons Dead Load and 25 tons Live Load per beam line. A jack capacity of 177 tons minimum or greater at a safety factor of 1.5 per beam line shall be required. Jacks shall be locked during bearing replacement. The Contractor shall submit his jack and support plan to the Engineer for approval. This plan must be prepared, signed and stamped by a licensed Kentucky professional engineer.

- E. Cleaning and Painting.** All existing faying surfaces where new steel is to be installed shall be cleaned and receive the prime coat as specified in Special Note for Surface Preparation and Paint Application. Level of cleaning shall be to an **SSPC-SP 15** (Commercial Grade Power Tool Cleaning). All Power tools shall be equipped with vacuum shrouds and fitted with HEPA filters at their air exhausts. Maintain and operate all vacuum shrouded power tools to collect generated debris.
- All new structural steel shall receive shop surface preparation and shop applied prime coating as specified in Special Note for Surface Preparation and Paint Application. Necessary touch up/repair of the shop applied prime coat on the new steel may be performed in the field. Intermediate and Finish coatings specified shall be field applied. All items necessary to complete painting as specified in this note shall be considered to the unit price bid "Each" for Bearing Replacement.
- F. Verifying Field Conditions.** The Contractor shall field verify all plate and shape dimensions, bolt patterns and locations before ordering any material. New material that is unsuitable due to variation in existing structure shall be replaced at the Contractors expense.
- G. 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.
- H. Field Welding.**
Section 106.10 applies to all field welding. Field welds are not permitted except as shown on the detail drawings or as directed by the Engineer.
- I. Residual Lead.** Residual lead paint may be present. 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.
- 4. MEASUREMENT.**
- A. Bearing Replacement.** The Department will measure the quantity as Each, completed and accepted.
- B. Jack and Support Bridge Span.** The Department will measure the quantity as Lump Sum, completed and accepted.
- 5. PAYMENT.**
- A. Bearing Replacement (21969NN).** Payment at the contract unit price for "Each" is full compensation for furnishing and installing all material as specified,
- B. Jack and Support Bridge Span (08435).** Payment at the contact "Lump Sum" includes all items necessary to jack and support bridge span as specified.

SPECIAL NOTE FOR JOINT SEAL REPLACEMENT

1. **DESCRIPTION.** Perform all work in accordance with the Kentucky Transportation Cabinet, Department of Highway's Standard Specifications for Road and Bridge Construction and applicable Supplemental Specifications, the Standard Drawings, (current editions), this Note and Attached Detailed Drawings. Section references are to the Standard Specifications. This work consists of the following: (1) Furnish all labor, materials, tools, and equipment; (2) Remove existing joint seal; (3) Install joint seal as specified (4) Maintain and control traffic; and (5) Any other work specified as part of this contract.

2. **MATERIALS.**
 - A. **Expansion Joint Seals.**
 - 2" ~ SSI SES-200, Watson Bowman Acme FS-200 or BEJS EMSEAL (2").
 - 4" ~ SSI SES-400, RJ Watson SF-400, Watson Bowman Acme SF-400 or BEJS EMSEAL (4") or DS Brown V-400.

3. **CONSTRUCTION.**
 - A. **Remove Existing Materials.**
 - 2" Joints:** Remove the existing seal. Armored edges to remain.
 - 4" Joints:** Remove the existing seal and mounting extrusions. Armored edges to remain. Remove mounting extrusions by grinding and/or cutting and grid smooth the existing welds on armored to receive new joint seal.
 - 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. **New Joint Material.** Use a system listed in 2. Materials to reseal joints. Install as recommended from the manufacture. Provide the engineer with the manufactures documents for installation
 - C. **Verifying Field Conditions.** The Contractor shall field verify all joint openings, locations and manufacture before ordering any material. New material that is unsuitable due to variation in existing structure shall be replaced at the Contractors expense.

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

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

SPECIAL NOTE FOR REPLACING EXPANSION DAMS AND/OR INSTALLING ARMORED EDGES FOR CONCRETE ON BRIDGES

- 1. DESCRIPTION.** Perform all work in accordance with the Kentucky Transportation Cabinet, Department of Highway's Standard Specifications for Road and Bridge Construction and applicable Supplemental Specifications, the Standard Drawings (Current Editions), this Note, and the attached detail drawings. Section references are to the Standard Specifications. This work consists of the following: (1) Furnish all labor, materials, tools, and equipment; (2) Remove existing concrete and expansion device(s) and/or bridge ends; (3) Install armored edges and new concrete as specified and in accordance with the attached detail drawings; (4) Install new joint seals (where required); (5) Maintain and control traffic; and (6) Any other work specified as part of this contract. See attached detailed drawings.
- 2. MATERIALS.**

 - A. Class "M" Concrete.** Use either "M1" or "M2". See Section 601.
 - B. Structural Steel.** Use new, commercial grade steel suitable for welding. The Engineer will base acceptance on visual inspection.
 - C. Stud Anchors.** The armored edge stud anchors are ¾" embedded stud shear connectors conforming to ASTM A108, Grade 1015.
 - D. Steel Reinforcement.** Use Grade 60. See Section 602.
 - E. Epoxy Bond Coat.** See Section 511.
 - F. 4" Neoprene Strip Seals.** See attached detail drawings and Section 807.
- 3. EQUIPMENT.**

 - A.** See Section 606.02.01
- 4. CONSTRUCTION.**

 - A. Remove Existing Materials.** Remove existing Expansion Dam, Bridge End, Armored Edges and specified areas of concrete as shown on the attached sketches. Remove debris and/or expansion joint filler as directed by the Engineer. Clean and leave all existing steel reinforcement encountered in place. Damaged steel reinforcement will be repaired/replaced as directed by the Engineer at no additional cost to the Department. Dispose of all removed material entirely away from the job site. This work is incidental to the contract unit price for "Expansion Joint Replacement" or "Armored Edge for Concrete".

B. Place New Concrete and Armored Edges. After all specified existing materials have been removed; place new armored edges to match the grade of the proposed overlay or to match the original grade (See attached detail drawings). Place the new Class “M” concrete to the scarified grade and finish to receive the new overlay or place the new Class “M” concrete to the original grade and finish with broom strokes drawn transversely from curb to curb. All new structural steel shall be cleaned and painted in accordance with requirements of Section 607.03.23, except that surfaces to come in contact with concrete are not to be painted. Blast clean all areas of existing concrete and structural steel to come in contact with new concrete until free of all laitance and deleterious substances immediately prior to the placement of the Class "M" Concrete.

The surface areas of existing concrete to come in contact with the new Class "M" Concrete are to be coated with an epoxy bond coat immediately prior to placing new concrete in accordance with Section 511. The interfaces of the new and old concrete shall be as nearly vertical and horizontal as possible.

C. Additional Epoxy Coated Steel Reinforcement. Furnish for replacement, as directed by the Engineer, 400 linear feet of #4 steel reinforcing bars in 20' lengths. Place these bars in areas deemed by the Engineer to require additional reinforcement. Field cutting and bending is permitted. Do not place any additional steel reinforcement above the height of the top row of Nelson Studs on the armored edges. Ensure that all exposed steel reinforcement is tied in accordance with Section 602.03.04 prior to pouring the new Class “M” concrete. Deliver unused bars to the Local County Maintenance Barn. Payment will be made in accordance with Section 602.

D. Stage Construction. Installation of concrete and armored edges in two (or more if specified) stages is necessary. Join the armored edges at or near the centerline of the roadway or lane line, field weld and grind smooth.

E. New Joint Material. Place the joint material in one continuous, unbroken length. Place neoprene strip seals as recommended by the manufacturer and in accordance with Section 609.03.04 except that shop drawings will not be required.

F. Approach Pavement Repair. The Contractor shall repair any and all damage to the approach pavement due to this construction. A new asphalt surface wedge for all approaches to each structure in this project shall be placed and compacted to the satisfaction of the Engineer prior to allowing traffic back onto the structure after each section of the joint is replaced. No additional payment will be allowed for this work, as it will be considered incidental to the pay item “Armored Edge for Concrete”.

G. 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 removal and replacement of a fall span, should the fallen span result from the Contractor's actions.

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

I. Residual Lead. Residual lead paint may be present. 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.

A. Expansion Joint Replace - 4". The Department will measure the quantity in linear feet from gutter line to gutter line along the centerline of the joint.

B. Armored Edge for Concrete. The Department will measure the quantity in linear feet from gutter line to gutter line along the centerline of the joint.

C. Steel Reinforcement. See Section 602.

6. PAYMENT.

A. Expansion Joint Replace - 4"(03298). Payment at the contract unit price per linear foot shall be full compensation for removing specified existing materials, furnishing and installing the new armored edges, concrete, neoprene strip seal, and all incidental items necessary to complete the work within the specified pay limits as specified by this note and as shown on the attached detail drawings.

B. Armored Edge for Concrete (03294). Payment at the contract unit price per linear foot shall be full compensation for furnishing and installing new armored edges at each end of bridge.

C. Steel Reinforcement (08150). See Section 602.

SPECIAL NOTE FOR MAINTAIN AND CONTROL TRAFFIC

All lane closures on this project shall be in accordance with Kentucky Department of Highways Standard Drawings No. **TTC-100, TTC-110, TTC-115, TTC-120, TTC-135 and the FHWA Manual for Uniform Traffic Control Devices (current editions) unless otherwise specified.** Lane closures should be used only when absolutely necessary and kept to the shortest duration possible in order to minimize disruption to the traveling public. No work will be conducted over unprotected traffic at any location. At the discretion of the Engineer, lane closures may be restricted on holiday weekends. The contractor must submit a traffic control plan for review and approval by the KYTC Engineer 14 days prior to the Pre-Construction Conference.

EMERGENCY REPAIRS AND COORDINATION WITH OTHER CONTRACTS

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

TRAFFIC CONTROL DEVICES

The contractor will be required to furnish all traffic control devices whenever his operations endanger or interfere with vehicular traffic as determined by the engineer. The contractor shall furnish any additional traffic control devices necessary to protect traffic and his workmen. Any costs associated with the added traffic control devices (including arrow boards) shall be incidental to the contract lump sum amount for "maintain and control traffic." Placement of all devices for lane closures shall start and proceed in the direction of flow of traffic. Removal of devices shall start at the end of the construction area and proceed toward oncoming traffic. The contractor shall provide for the installation of all necessary traffic control devices before beginning work and their immediate removal as soon as work is suspended or completed. During the fully operational periods, when no lane closures are permitted, all equipment shall be totally removed from the job site. Traffic control signs shall be removed or covered (if left in a curb lane).

VEHICLES

The contractor's vehicles shall always move with and not across or against the flow of traffic. Vehicles shall enter or leave work areas in a manner that will not be hazardous to or interfere with normal roadway traffic. Vehicles shall not park or stop except within designated work areas.

Personal vehicles will not be permitted to park within the state right-of-way. The contractor's vehicles will be prohibited from crossing the roadway and all pedestrian movement of the contractor's personnel on the roadway will be limited to within the closed work areas.

TRUCK MOUNTED ATTENUATOR

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

MISC.

The Contractor shall reduce the speed limit to **45 MPH** in areas signed for 55 MPH in and approaching the work zones unless otherwise noted.

The Engineer may elect to use Variable Message Boards when necessary.

030B00023

Maintain one usable 12 foot minimum lane on US 60 (route on bridge) or KY 334 (route below). Flagging or traffic signals shall be used. If traffic signals are used the Contractor shall use flagging to minimize impact on school bus traffic when school is in session. The Contractor shall be responsible for establishing the dates and times when school bus traffic will impact the job site.

The Contractor will be permitted to briefly close the structure to traffic using flagging to move any equipment that exceeds load rating (See Special Note for Weight Limits on Structure) across the structure as directed by the Engineer. The equipment must be centered on the structure and shall not exceed 2 times the load rating for the each structure.

030B00070L&R

The Contractor shall stage equipment in the median on either end of the bridges. The Contractor shall be responsible for any base material to park equipment on. This material may be left in place and graded as directed by the Engineer upon completion of the project. Temporary single lane closures maintaining a 12' driving lane in each direction will be permitted for rigging an containment installation and joint seal replacement. Single lane closures maintaining a 12' driving lane in each direction will be permitted to stay in place for the joint replacement work for 030B00070R. When performing joint replacement portions for this bridge, the contractor shall provide steel plating to cover the opening in the bridge deck when not working. The plate shall be a minimum of 4 feet wide from the edge of the open lane of traffic over the opening and at length to support and cover the opening. The specified 4 feet width may be placed in multiple sections for ease of handling. The Contractor shall secure the steel plating while in place. All cost to furnish and place the steel plating shall be considered incidental to the lump sum bid item for Maintain and Control Traffic.

MEASUREMENT.

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

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

PAYMENT.

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

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

SPECIAL NOTE FOR PERFORMING WORK ON CSX TRANSPORTATION

In addition to the Special Notes for Protection of Railroad Interest for CSX Transportation, Inc., the Contractor shall perform work in accordance with the railroad requirements as shown below when operating on or above the railroad right-of-way.

All work shall be in accordance with the CSX Transportation – Criteria for Overhead Bridges, last revised July 2017 and the CSX Transportation - Construction Submission Criteria, last revised July 2017.

The Contractor shall provide a minimum vertical clearance during construction of 22 ft., for a horizontal distance of 6 ft. from each side of the track centerline.

Contractor will be required to construct a containment system for any cleaning (i.e. sand blasting) or painting (i.e. spraying) activities on or over the railroad right-of-way. The containment system must meet the criteria for SSPC Guide 6 – Containment Classification Class 2A for cleaning and painting of structural steel bridges. Contractor shall submit to the railroad, for review and approval, a detailed Containment System, with detailed calculations, signed and sealed by a licensed Kentucky Professional Engineer. The Contractor will provide the necessary apparatus' to keep all debris from the cleaning and painting operation off the railroad.

No material shall be allowed to fall on the track roadbed from the bridge deck and pier repairs, blasting, cleaning and painting operations. Filter fabric shall be placed to protect track roadbed from all dropped material. Debris shields may be required over the track.

The Contractor shall maintain the area underneath the bridge to ensure that it is clean and free of construction debris during and after construction.

Tarps or scaffolding shall be secured to prevent movement during the passing of trains.

Scaffolding and other equipment shall be secured and locked to the pier, abutment or other stationary structure during non-working hours.

During the construction operation and procedure, if in the opinion of the railroad flagman or the railroad Representative, the system constructed or methods used cause a hazard to the safety of the railroad employees, the railroad contractors, track, roadbed or freight operations, work shall cease until a revised method is approved.

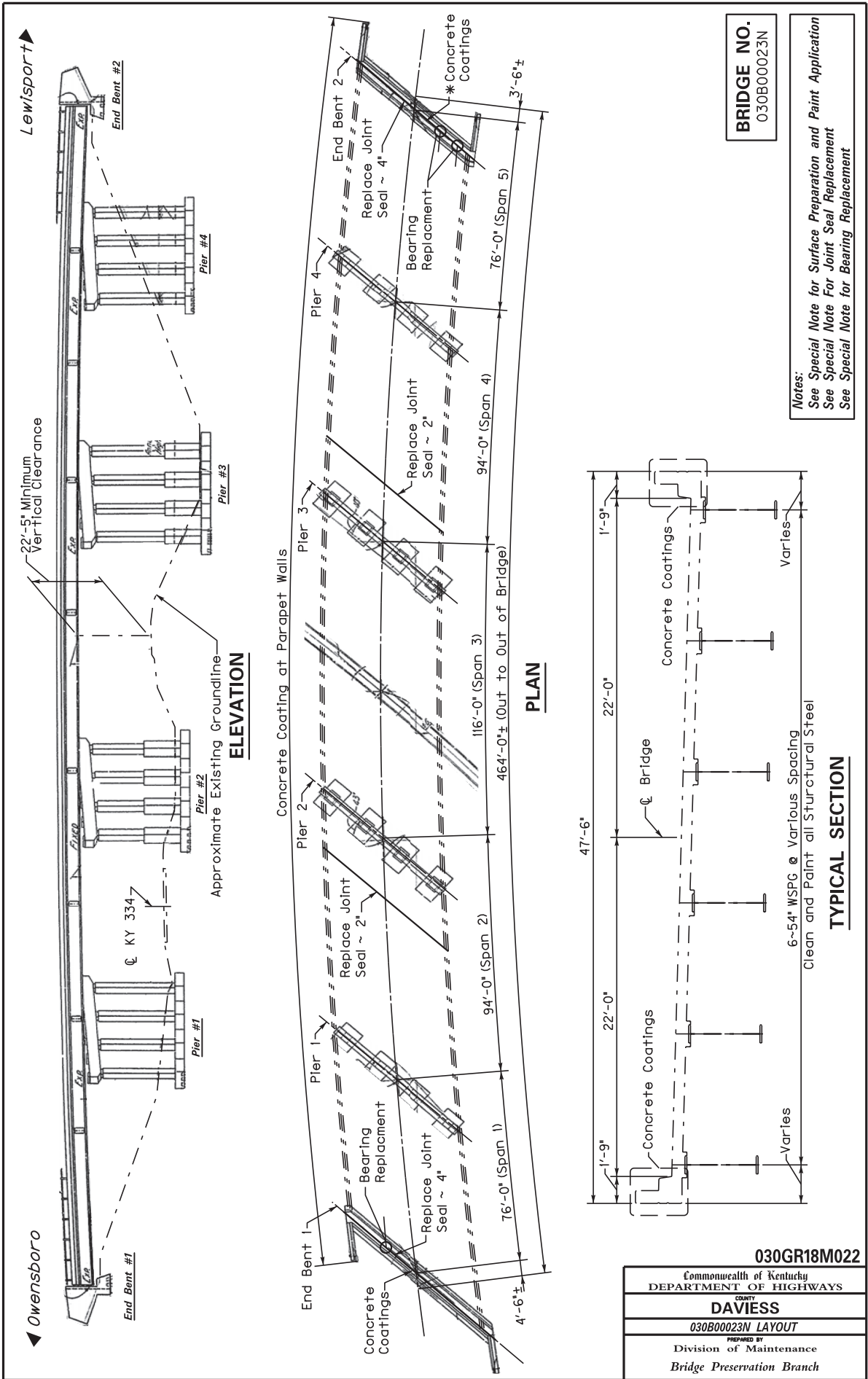
The railroad flagman will be present or, other protection provided by the railroad, for the entire procedure. The Contractor shall work directly with the flagman to arrange time for safe obstruction of the track.

Work shall be conducted in a manner that is satisfactory to the railroad's Chief Engineer or authorized Representative. Work shall be held open to inspection by the railroad Representatives at all times. All public utility, railroad, and other companies having occasion to do work on and in connection with the project shall be cooperated with.

The Contractor shall submit a waste water control plan for the railroad approval prior to commencing any pressure washing activities. All waste materials generated by this project, including but not limited to washing with cleaning solvents, blasting, scraping, brushing and painting operations, shall be the responsibility of the Contractor and shall be contained, collected and properly disposed of by the Contractor. Contractor agrees to fully comply with all federal, state, and local environmental laws, regulations, statutes and ordinances at all times.

The Contractor shall avoid discharging water onto the railroad right-of-way.

If any part of the structure, over the railroad right-of-way, is jacked to replace or repair the bearing supports, then the Contractor will be required to submit a Jack & Support plan to the railroad, for review and approval. The Jack and Support plan, shall be signed and sealed by a licensed Kentucky Professional Engineer.



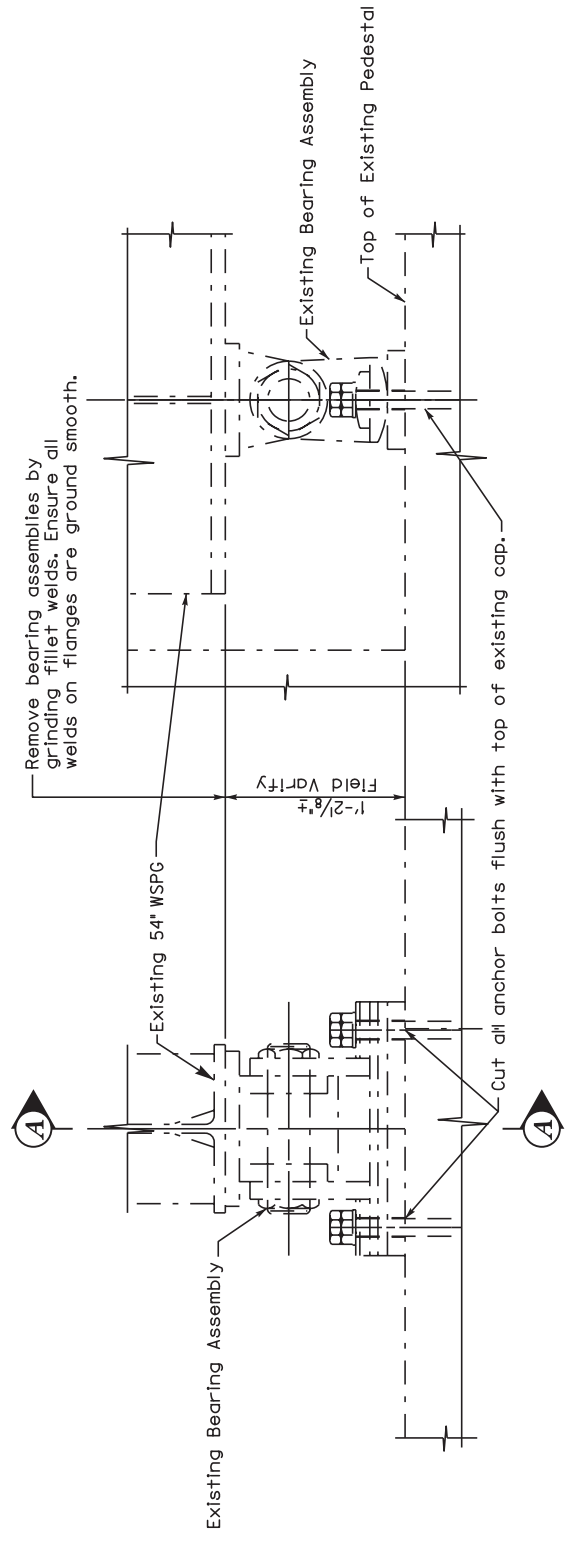
030GR18M022

Commonwealth of Kentucky
DEPARTMENT OF HIGHWAYS

DAVISS COUNTY

030B00023N LAYOUT

PREPARED BY
Division of Maintenance
Bridge Preservation Branch



SECTION A-A
 (Existing)

FRONT ELEVATION
 (Existing)

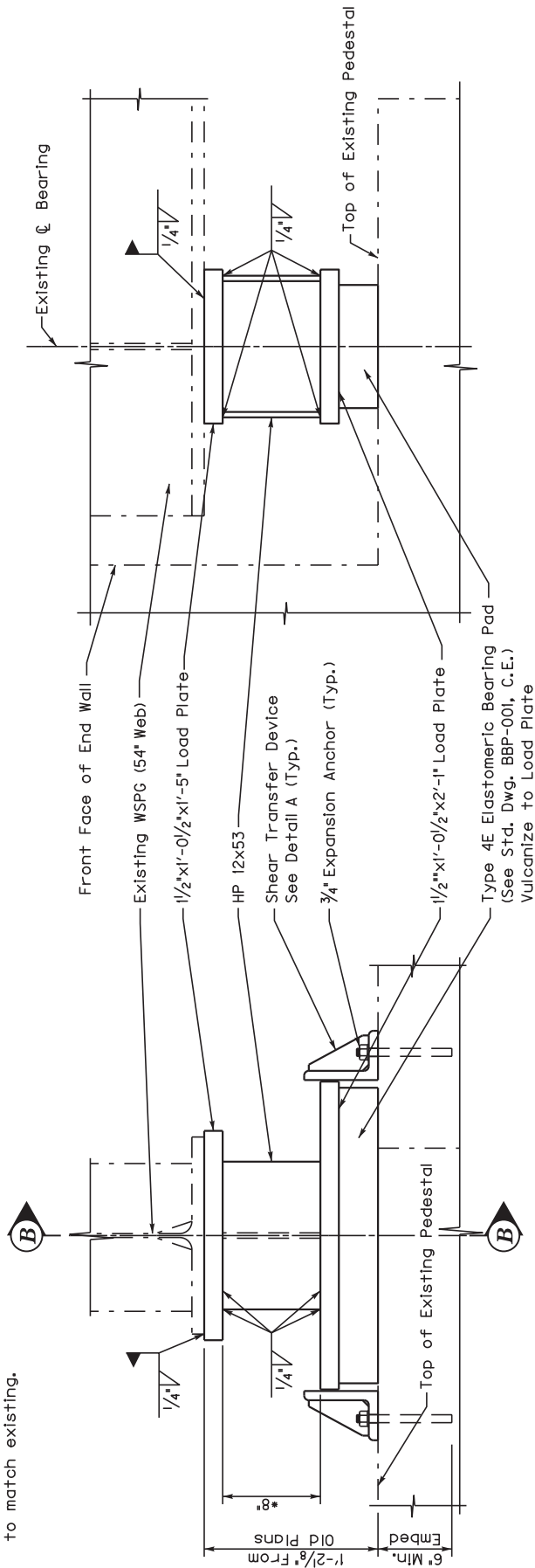
BRIDGE NO.
 030B00023N

Note: See Special Note for Bearing Replacement

030GR18M022

Commonwealth of Kentucky DEPARTMENT OF HIGHWAYS
COUNTY DAVISS
BEARING REPLACEMENT
PREPARED BY Division of Maintenance Bridge Preservation Branch

* Field Measure and adjust
HP 12x53 length as necessary
to match existing.



SECTION B-B
(Proposed)

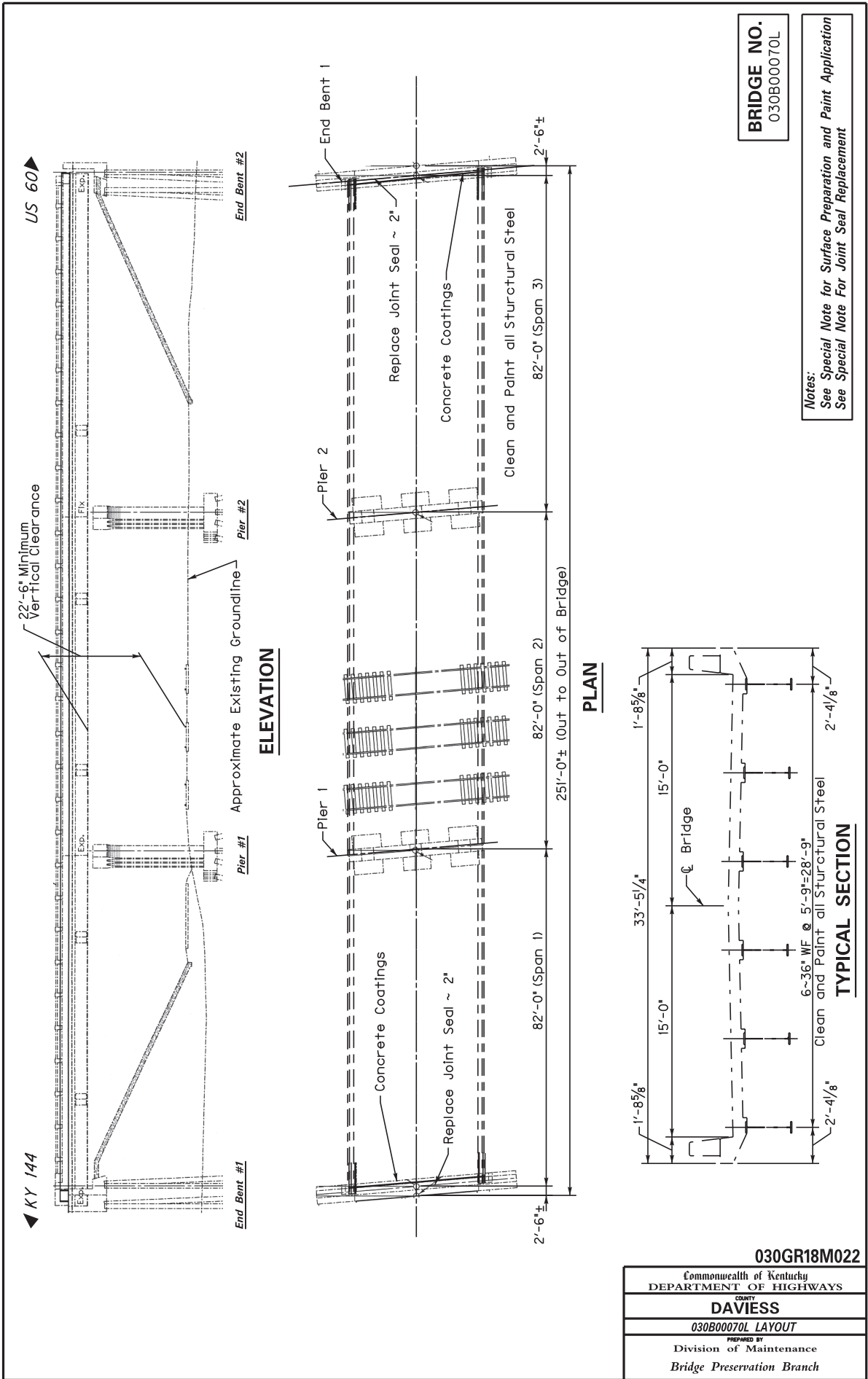
FRONT ELEVATION
(Proposed)

BRIDGE NO.
030B00023N

Note: See Special Note for Bearing Replacement

030GR18M022

Commonwealth of Kentucky DEPARTMENT OF HIGHWAYS
DAVISS COUNTY
BEARING REPLACEMENT
PREPARED BY Division of Maintenance Bridge Preservation Branch



BRIDGE NO.
030B00070L

Notes:
See Special Note for Surface Preparation and Paint Application
See Special Note For Joint Seal Replacement

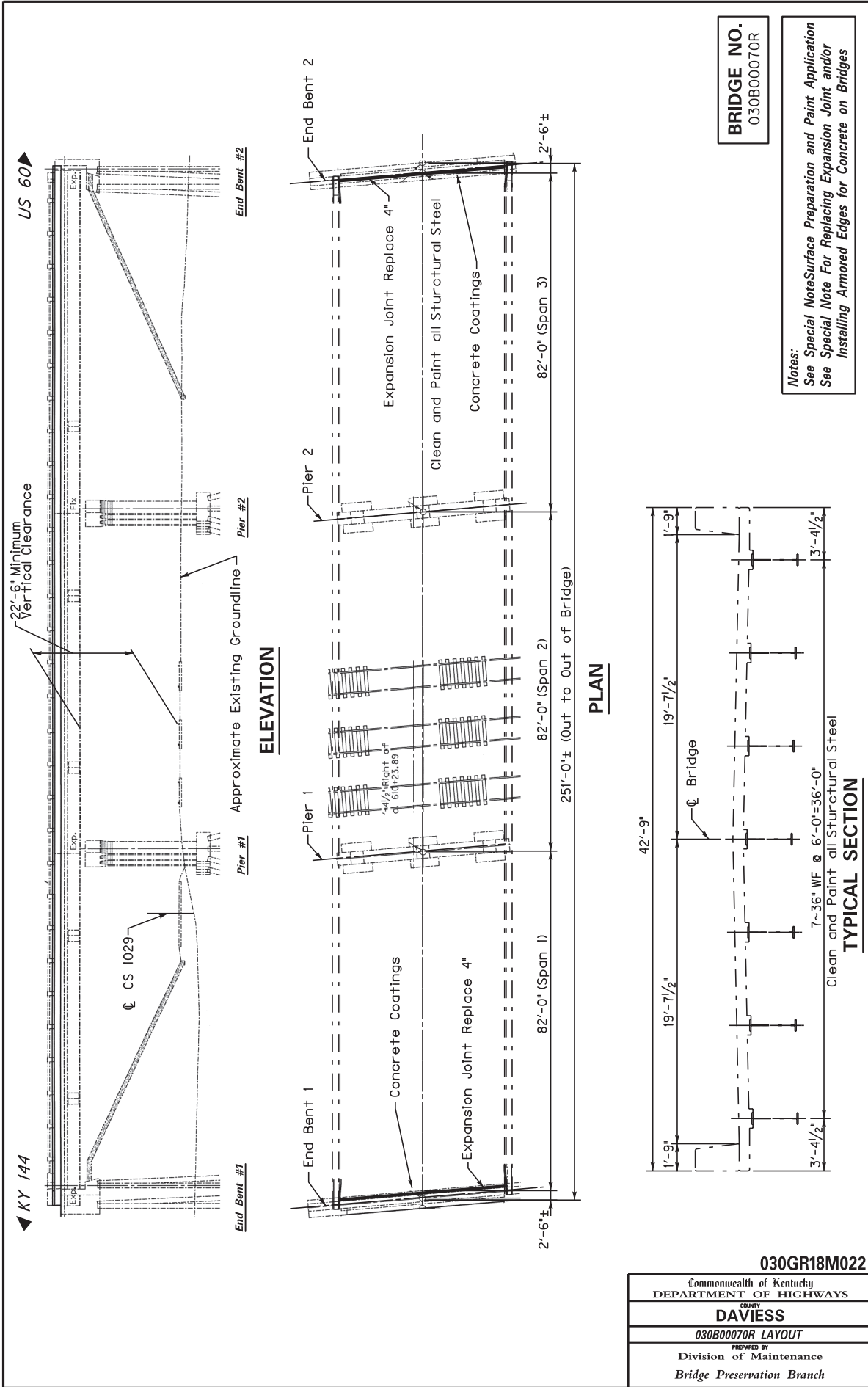
030GR18M022

Commonwealth of Kentucky
DEPARTMENT OF HIGHWAYS

COUNTY
DAVISS

030B00070L LAYOUT

PREPARED BY
Division of Maintenance
Bridge Preservation Branch



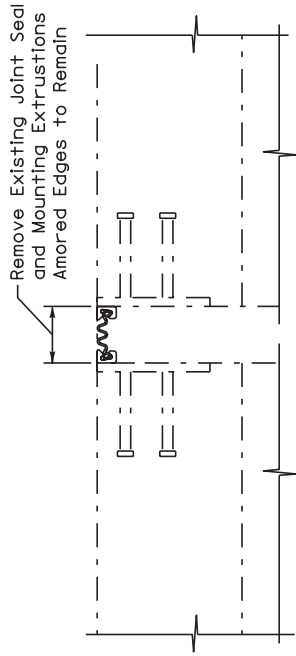
BRIDGE NO.
030B00070R

Notes:
See Special Note Surface Preparation and Paint Application
See Special Note For Replacing Expansion Joint and/or
Installing Armored Edges for Concrete on Bridges

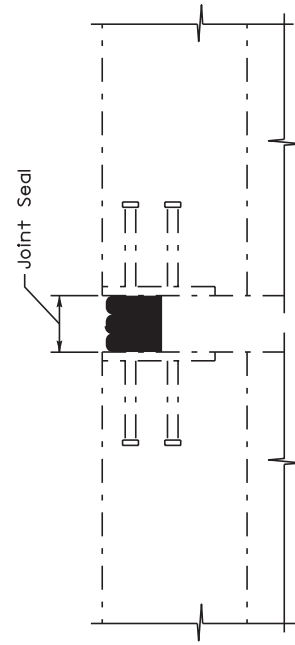
PLAN

TYPICAL SECTION

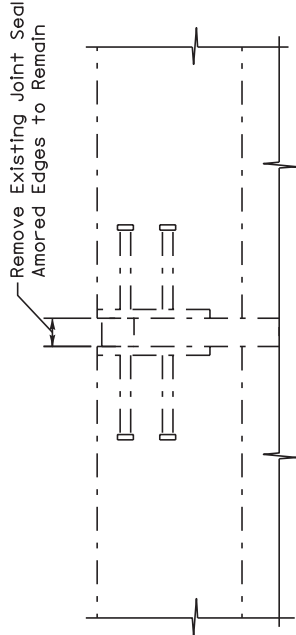
030GR18M022
Commonwealth of Kentucky
DEPARTMENT OF HIGHWAYS
COUNTY
DAVISS
030B00070R LAYOUT
PREPARED BY
Division of Maintenance
Bridge Preservation Branch



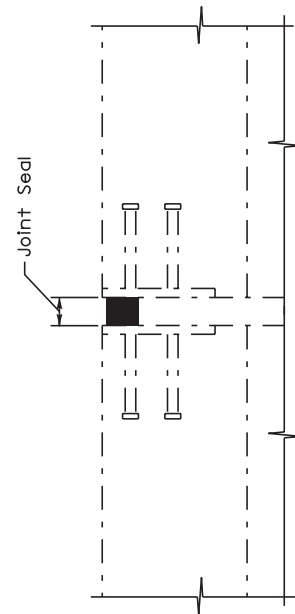
SECTION THROUGH JOINT ~ 4"
 (Abutments 1 & 2, Existing 030B00023N)



SECTION THROUGH JOINT ~ 4"
 (Abutments 1 & 2, Proposed 030B00023N)



SECTION THROUGH JOINT ~ 2"
 (Spans 2 & 3, Existing 030B00023N)
 (End Bents 1 & 2, Existing 030B00070N)



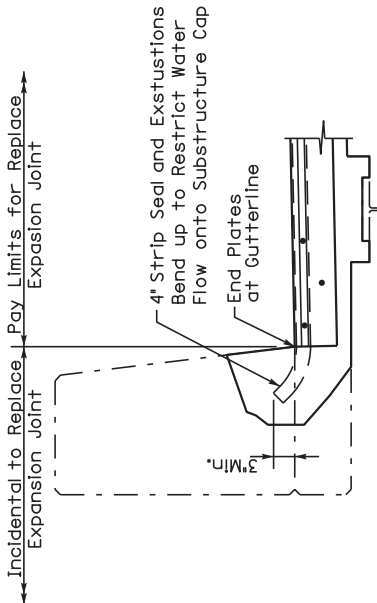
SECTION THROUGH JOINT ~ 2"
 (Spans 2 & 3, Proposed 030B00023N)
 (End Bents 1 & 2, Proposed 030B00070N)

BRIDGE NO.
 030B00023N
 030B00070L

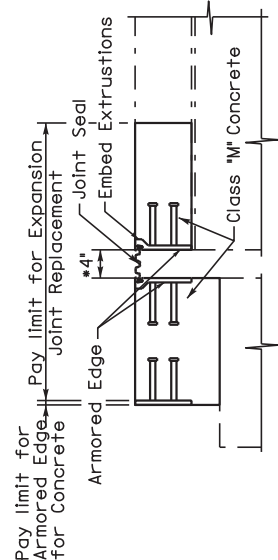
Note: See Special Note For Joint Seal Replacement

030GR18M022

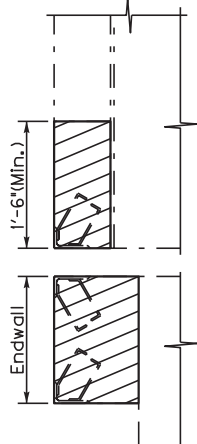
Commonwealth of Kentucky DEPARTMENT OF HIGHWAYS
COUNTY DAVISS
JOINT SEAL REPLACEMENT
PREPARED BY Division of Maintenance Bridge Preservation Branch



SECTION THROUGH PARAPET

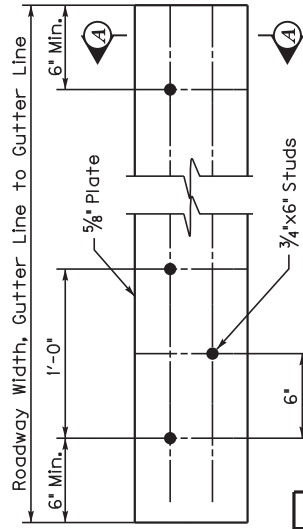


SECTION THROUGH JOINT
Proposed

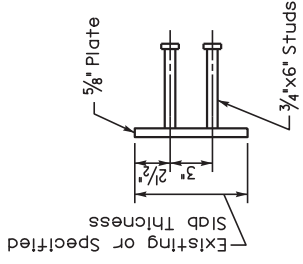


Note: Remove X-Hatched Areas of Existing Concrete & Expansion Device.

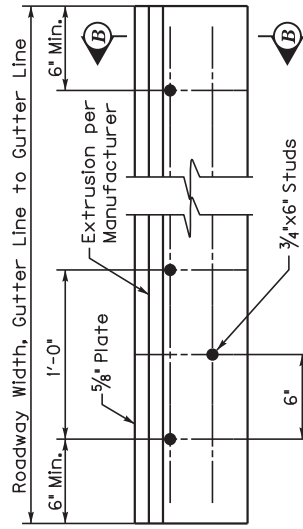
SECTION THROUGH JOINT
Existing



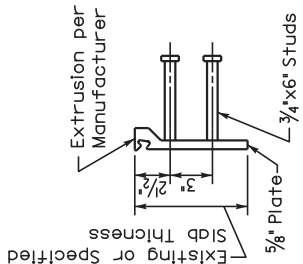
ARMORED EDGE
(At Bridge End)



SECTION A-A



ARMORED EDGE
(At Expansion Joint)



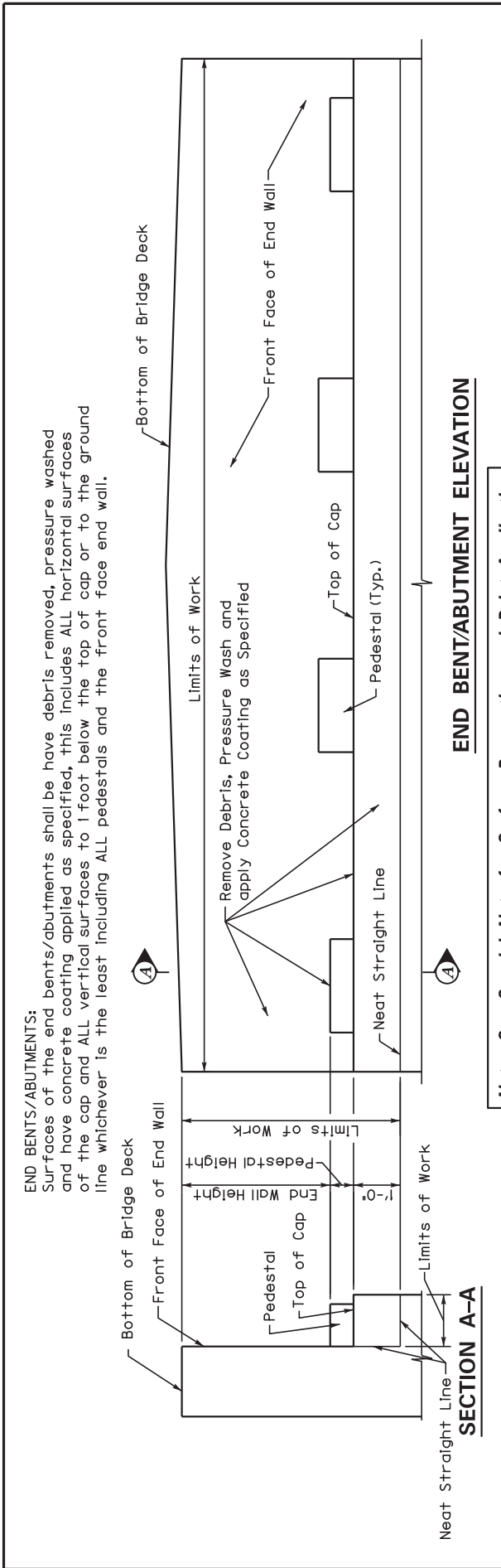
SECTION B-B

BRIDGE NO.
030B00070R

Note: See Special Note For Replacing Expansion Joint and/or installing Armored Edges for Concrete on Bridges

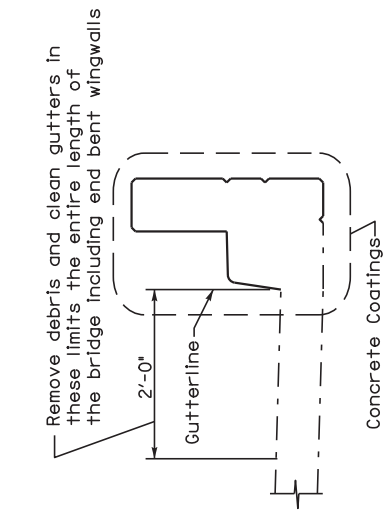
030GR18M022

Commonwealth of Kentucky DEPARTMENT OF HIGHWAYS
COUNTY DAVISS
EXPANSION JOINT REPLACE 4 INCH
PREPARED BY Division of Maintenance Bridge Preservation Branch

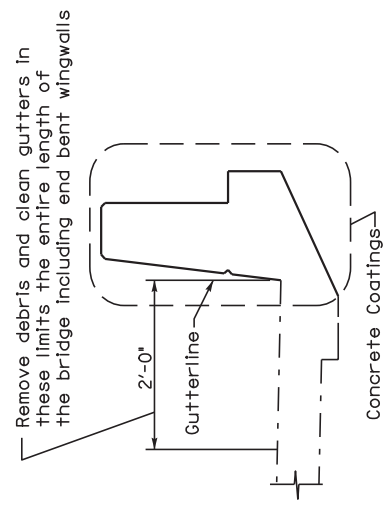


Note: See Special Note for Surface Preparation and Paint Application

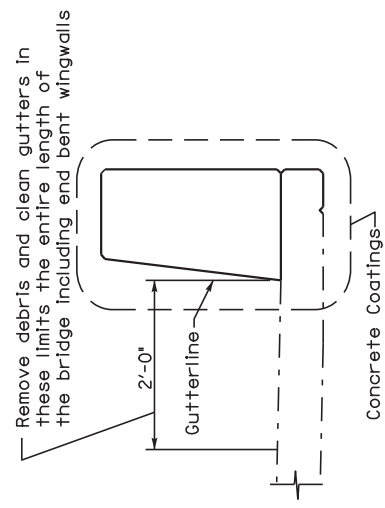
PARAPET WALLS:
ALL faces of parapet walls including the entire length of bridge wing walls shall have debris removed, cleaned and concrete coatings applied as specified.



SECTION THROUGH PAPAPET
030B00023N



SECTION THROUGH PAPAPET
030B00070L



SECTION THROUGH PAPAPET
030B00070R

030GR18M022

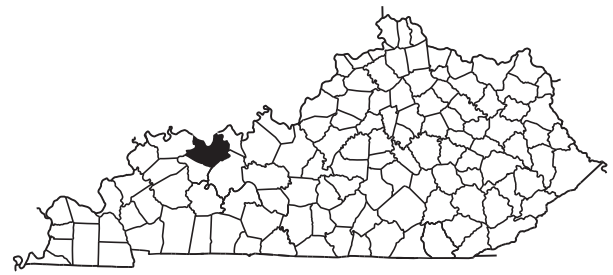
Commonwealth of Kentucky DEPARTMENT OF HIGHWAYS
DAVISS COUNTY
CONCRETE COATING DIAGRAM
Division of Maintenance Bridge Preservation Branch

FE02 030 0060 B00023N 29.64
US 60 over CSX RR, KY 334 and Blackford Creek



FE02 030 0060 B00070L&R
KY 603 over CSX RR and CS 1029

LOCATION MAP



030GR18M022
Commonwealth of Kentucky DEPARTMENT OF HIGHWAYS
COUNTY DAVISS
LOCATION MAP
PREPARED BY Division of Maintenance Bridge Preservation Branch

Special Note for Railroad Bridges

There are 3 bridges over Railroads on this project:

1. US 60 over CSX; 030 B00023N; CSX OP# KY0387
2. US 60 over CSX; 030 B00070L; CSX OP# KY0390
3. US 60 over CSX; 030 B00070R; CSX OP# KY0389

Insurance:

The Contractor shall secure insurance in accordance with the Special Notes for Protection of Railroad Interest. All 3 bridges may be covered under the same policy. It will not be necessary to secure separate policies for each bridge. Please be sure to reference all three bridges by both their KYTC Bridge number and CSX OP number in the policy.

Flagging:

The Contractor will be responsible for ordering flagging services. Bridge B00023N will be flagged separately under the OP# KY0387. Bridges B00070L and B00070R will be flagged together due to their proximity under the OP# KY0390



SPECIAL NOTES FOR PROTECTION OF RAILROAD INTEREST

CSX TRANSPORTATION, INC.

I. AUTHORITY OF RAILROAD ENGINEER AND STATE ENGINEER:

- A. *The authorized representative of the Railroad Company, hereinafter referred to as Railroad Engineer, shall have final authority in all matters affecting the safe maintenance of Railroad operations and property.*
- B. *The authorized representative of the State, hereinafter referred to as the Engineer, shall have authority over all other matters as prescribed herein and in the Project Specifications.*

II. NOTICE OF STARTING WORK:

- A. *The Contractor shall not commence any work on Railroad rights of way until he has complied with the following conditions:*
 - 1. Given the Railroad written notice, with copy to the Engineer who has been designated to be in charge of the work, **at least ten (10) days in advance** of the date he proposes to begin work on Railroad rights of way. The notice must refer to Railroad Agreement with the State by the date of the Agreement. **If flagging service is required, such notice shall be submitted at least thirty (30) days in advance** of the date scheduled to commence work. The Railroad's Contact information is on the Summary Sheet.
 - 2. Obtain written authorization from the Railroad to begin work on Railroad rights of way, such authorization to include an outline of specific conditions with which he must comply.
 - 3. Obtain written approval from the Railroad of Railroad Protective Insurance Liability coverage as required by paragraph 14 herein.
 - 4. Furnish a schedule for all work within the Railroad rights of way as required by paragraph 7, B, 1.
- B. *The Railroad's written authorization to proceed with the work shall include the names, addresses, and telephone numbers of the Railroad's representatives who are to be notified as hereinafter required. Where more than one representative is designated, the area of responsibility of each representative shall be specified.*

III. INTERFERENCE WITH RAILROAD OPERATIONS:

- A. *The Contractor shall so arrange and conduct his work that there will be no interference with Railroad operations, including train, signal, telephone and telegraphic services, or damage to the property of the Railroad Company or to poles, wires, and other facilities of tenants on the rights of way of the Railroad Company. The Contractor shall store materials so as to prevent trespassers from causing damage to trains or Railroad property and shall not use Railroad property without written permission from the Railroad. Whenever work is to affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad Engineer for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor which requires flagging service or inspection service (watchman) shall be deferred by the Contractor until the flagging protection required by the Railroad is available at the job site.*
- B. *Should conditions arising from, or in connection with the work, require that immediate and unusual provisions be made to protect train operations and property of the Railroad, the Contractor shall make such provisions. If in the judgment of the Railroad Engineer, or his representative, such provisions are insufficient, the Railroad Engineer may require or provide such provisions, as he deems necessary at Contractor's cost and expense. In any event, such unusual provisions shall be at the Contractor's expense and without cost and/or time to the Railroad or the State.*

IV. TRACK CLEARANCES

- A. *The minimum track clearances to be maintained by the Contractor during construction are shown on the Project Plans. However, before undertaking any work within Railroad rights of way, or before placing any obstruction over any track, the Contractor shall:*
1. Notify the Railroad's representative **at least 72 hours in advance** of the work.
 2. Receive assurance from the Railroad's representative that arrangements have been made for flagging service as necessary.
 3. Receive permission from the Railroad's representative to proceed with the work.
 4. Ascertain that the State Engineer has received copies of notice to the Railroad and of the Railroad's response thereto, and has approved the contractor's methods.

V. CONSTRUCTION PROCEDURES

A. *General:*

1. Construction work on Railroad property shall be:
 - a) Subject to the inspection and approval of the Railroad.
 - b) In accord with the Railroad's written outline of specific conditions.
 - c) In accord with the Railroad's general rules, regulations and requirements including those relating to safety, fall protection and personal protective equipment, which the Contractor shall obtain from the Railroad.
 - d) In accord with all Special Notes, Summaries, and Addendums.
2. The Railroad requires a submission of construction procedure that meets the requirements of these Special Notes and attachments. The Railroad's **submittal review period is thirty (30) days. Resubmissions will be reviewed within (30) days.**
3. All requirements of the *Construction Submission Criteria* shall be met. Requirements in addition to those in the *Construction Submission Criteria* are listed below in this document:

B. *Excavation:*

1. The sub grade of an operated track shall be **maintained with edge of berm at least 15'0" from centerline of track and not more than 24 inches below top of rail.** Contractor will not be required to make existing section meet this specification if substandard, in which case the existing section will be maintained.
2. Additionally, the Railroad Engineer may require installation of orange construction fencing for protection of the work area located on Railroad right of way.

C. *Excavation of Structures:*

1. The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles, or sheeting for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material. The procedure for doing such work, including need of and plans for shoring, shall first be submitted, with the stamp of an Engineer in the State of Kentucky, and approved by

the Engineer and the Railroad Engineer, but such approval shall not relieve the Contractor from liability.

2. Additionally, a walkway with handrail protection may be required as noted in Section XI herein.

D. Demolition, Erection, Hoisting

1. Railroad tracks and other railroad property must be protected from damage during the procedure. No crane or equipment may be set on the rails or track structure and no material may be dropped on Railroad property.
2. Loads shall not be supported while any trains are passing if that piece of equipment has the capacity to **foul a 50' envelope**.
3. The Railroad may require the Contractor to install filter fabric over the track and ballast to prevent any concrete dust or other construction debris from fouling the ballast. This will be determined during actual construction activities by the Railroad or its representatives. Fabric should extend at least 25 feet beyond the outside edges of the bridge. Fabric will remain in place until all construction activities are complete.
4. Temporary construction clearance: Ensure all falsework, bracing, or forms have a minimum vertical clearance of 23 feet above the top of the highest rail and a minimum horizontal clearance of 12 feet measured perpendicular to the centerline of the nearest track.

E. Blasting:

1. The Contractor shall obtain advance written approval of the Railroad Engineer and the Engineer for use of explosive on or adjacent to Railroad property. The request for permission to use explosives shall include a detailed blasting plan. If permission for use of explosives is granted, the Contractor will be required to comply with the following:
 - a) No blasting shall be done without the presence of an authorized representative of the Railroad. **At least 10 days advance notice** to the person designated in the Railroad's notice of authorization to proceed (see Section II.B above) will be required to arrange for the presence of an authorized Railroad representative and such flagging as the Railroad may require.

2. The Railroad representative will:
 - a) Determine the approximate location of trains and advise the Contractor the approximate amount of time available for the blasting operation and clean-up.
 - b) Have the authority to order discontinuance of blasting if, in his opinion, blasting is too hazardous or is not in accord with these Special Notes.

F. Maintenance of Railroad Facilities:

1. The Contractor will be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from his operations and provide and maintain any erosion control measures as required. The Contractor shall provide erosion control measures during construction and use methods that accord with applicable state standard specifications for road and bridge construction, including either (1) silt fence; (2) berm or temporary ditches; (3) sediment basin; (4) aggregate checks; and (5) channel lining. The Contractor will promptly repair eroded areas with Railroad rights of way and to repair any other damage to the property of the Railroad or its tenants at the Contractor's expense.
2. All maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.

G. Storage of Materials and Equipment:

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

H. Cleanup:

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

VI. DAMAGES:

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

VII. FLAGGING SERVICES:

A. When Required:

1. Flagging services will not be provided until the contractor's insurance has been reviewed & approved by the Railroad.
2. Under the terms of the agreement between the Department and the Railroad, the **Railroad has sole authority to determine the need for flagging** required to protect its operations. In general, the requirements of such services will be whenever the Contractor's personnel or equipment are likely to be, working on the Railroad's rights of way, or across, over, adjacent to, or under a track, or when such work has disturbed or is likely to disturb a railroad structure or the railroad roadbed or surface and alignment of any track to such extent that the movement of trains must be controlled by flagging. If any element (workers, equipment, tools, scaffolding, etc.) may exist or fall within 50 -feet of the edge of track, a flagman is necessary.
3. Normally, the Railroad will assign one flagman to a project; but in some cases, more than one may be necessary, such as yard limits where three-(3) flagmen may be required. However, if the Contractor works within distances that violate instructions given by the Railroad's authorized representative or performs work that has not been scheduled with the Railroad's authorized representative, a flagman or flagmen may be required until the project has been completed.

B. Scheduling and Notification:

1. Not later than the time that approval is initially requested to begin work on Railroad rights of way, Contractor shall furnish to the Railroad and the Department a schedule for all work required to complete the portion of the project within Railroad rights of way and arrange for a job site meeting between the Contractor, the Department, and the Railroad's authorized representative. Flagman or Flagmen may not be provided until the job site meeting has been conducted and the Contractor's work scheduled.
2. The Contractor will be required to give the Railroad representative **at least 10 working days of advance written notice** of intent to begin work within Railroad rights of way. If it is necessary for the Railroad to advertise a flagging job for bid, it **may take up to 30-days to obtain service**. Once begun, when work is suspended at any time for any reason, the Contractor will be required to give the Railroad representative **at least 72 hours in advance** before resuming work on Railroad rights of way. Such notice shall include sufficient details of the proposed work to enable the Railroad representative to determine if flagging will be required. If such notice is in writing, the Contractor shall furnish the Engineer a copy; if notice is given verbally it shall be confirmed in writing with copy to the Engineer. If flagging is required, no work shall be undertaken until the flagman, or flagmen is present at the job site. It **may take up to 30 days to obtain flagging initially** from the Railroad. When flagging begins the flagman is usually assigned by the Railroad to work at the project site on a continual basis until no longer needed and may be unable to be called for on a spot basis. If flagging becomes unnecessary and is suspended, it **may take up to 30 days to again obtain flagging services** from the Railroad. Due to labor agreements, it is necessary to give **5 working days notice before flagging service may be discontinued** and responsibility for payment stopped.
3. If, after the flagman is assigned to the project site, emergencies arise which require the flagman's presence elsewhere, and then the Contractor shall delay work on Railroad rights of way until such time as the flagman is again available. Any additional costs resulting from such delay shall be borne by the Contractor and not the Department or Railroad.
4. When demobilizing, the Contractor shall contact the flagman to avoid unnecessary flagging charges. This communication shall be documented.

C. *Payment:*

1. **The Cabinet will be responsible for paying the Railroad directly for any and all costs of flagging,** which may be required to accomplish the construction. **The Contractor shall adhere to the Special Note for Railroad Flagging, if applicable, and may be charged for flagging in excess of the allowable days, per said Special Note.**

2. The estimated cost of flagging is listed on the Summary Sheet. The charge to the Cabinet by the Railroad will be the actual cost based on the rate of pay for the Railroad's employees who are available for flagging service at the time the service is required.

3. Work by a flagman (M/W) in excess of 8 hours per day or 40 hours per week or on rest days, but not more than 16 hours a day will result in overtime pay at 1 ½ times the appropriate rate. Work by a flagman (M/W) in excess of 16 hours per day will result in overtime pay at 2 times the appropriate rate. Flagman (M/W) working in excess of 16 hours must receive a minimum of 5 hours of rest between shifts or their next shift of work is paid at the overtime rate of 2 times the appropriate rate. If work is performed on a holiday, the flagging rate is 2 ½ times the normal rate.

Work by a flagman (T&E) in excess of 8 hours per day or 40 hours per week, but not more than 12 hours a day will result in overtime pay at 1 ½ times the appropriate rate. After a 12 hour work day the flagman (T&E) must be provided with 12 hours of rest. Flagman (T&E) who work six days consecutive days must receive two days off.

Flagman's work day begins and ends at his reporting location.

4. Railroad work involved in preparing and handling bills will also be charged to the Contractor. Charges to the Department by the Railroad shall be in accordance with applicable provisions of Subchapter B, Part 140, Subpart I and Subchapter G, Part 646, Subpart B of the Federal-Aid Policy Guide issued by the Federal Highway Administration on December 9, 1991, including all current amendments. Flagging costs are subject to change. The above estimates of flagging cost are provided for information only and are not binding in any way.

D. Verification:

1. The Contractor and Project Engineer will review and sign the Railroad flagman's time sheet, attesting that the flagman was present during the time recorded. Flagman may be removed by Railroad if form is not signed. If flagman is removed, the Contractor will not be allowed to re-enter the Railroad rights of way until the issue is resolved. Any complaints concerning flagman or flagmen must be resolved in a timely manner. If need for flagman or flagmen is questioned, please contact the Railroad's Representative listed on the Project Summary Sheet. All verbal complaints must be confirmed in writing by the Contractor within 5 working days with copy to the Highway Engineer. All written correspondence should be addressed to the Railroad's Representative listed on the Project Summary Sheet.
2. The Railroad flagman assigned to the project will be responsible for notifying the Project Engineer upon arrival at the job site on the first day (or as soon thereafter as possible) that flagging services begin and on the last day that he performs such services for each separate period that services are provided. The Project Engineer will document such notification in the project records. When requested, the Project Engineer will also sign the flagman's diary showing daily time spent and activity at the project site.

VIII. HAUL ACROSS RAILROAD:

- A. Where the plans show or imply that materials of any nature must be hauled across a Railroad, unless the plans clearly show that the State has included arrangements for such haul in its agreement with the Railroad, the Contractor will be required to make all necessary arrangements with the Railroad regarding means of transporting such materials across the Railroad. The Contractor will be required to bear all costs incidental, including flagging, to such crossings whether services are performed by his own forces or by Railroad personnel.*
- B. No crossing may be established for use of the Contractor for transporting materials or equipment across the tracks of the Railroad Company unless a license agreement or right of entry is granted and executed for its installation, maintenance, necessary watching and flagging thereof and removal, all at the expense of the Contractor. **The approval process for an agreement normally takes 90-days.***

IX. WORK FOR THE BENEFIT OF THE CONTRACTOR:

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

X. COOPERATION AND DELAYS:

- A. *It shall be the Contractor's responsibility to arrange a schedule with the Railroad for accomplishing stage construction involving work by the Railroad or tenants of the Railroad. In arranging his schedule he shall ascertain, from the Railroad, the lead time required for assembling crews and materials and shall make due allowance therefore.*
- B. *Train schedules cannot be provided to the Contractor. It is the Contractor's responsibility to contact the Railroad in order to arrange "Track Time." This "Track Time" will be an agreed upon prearranged time period (duration) that the Railroad will, without undue burden, schedule no train traffic to facilitate the Contractor's work on or near Railroad right-of-way. This track time must be arranged during the submission review process.*
- C. *No charge or claims of the Contractor against either the Department or the Railroad will be allowed for hindrance or delay on account of railroad traffic; any work done by the Railroad or other delay incident to or necessary for safe maintenance of Railroad traffic or for any delays due to compliance with these Special Notes.*
- D. *The Contractor shall cooperate with others participating in the construction of the Project to the end that all work may be carried on to the best advantage.*
- E. *The Railroad does not assume any responsibility for work performed by others in connection with the Project. No claims of the Contractor against the Railroad for any inconvenience, delay, or additional cost incurred by the Contractor on account of operations by others shall be filed.*

XI. TRAINMAN'S WALKWAYS:

- A. *Along the outer side of each exterior track of multiple operated track, and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending to a line not less than ~~12-10~~ feet from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while Railroad's protective service is provided shall be removed before the close of each day. If there is any excavation near the walkway, a handrail, with 12'-0" **minimum clearance from centerline of track**, shall be placed.*

XII. GUIDELINES FOR PERSONNEL ON RAILROAD RIGHTS OF WAY:

- A. *All persons shall wear hard hats and reflective vest. Appropriate eye and hearing protection must be used. Working in shorts is prohibited. Shirts must cover shoulders, back and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip on type boots is prohibited. High top (6-inch or more) safety-toe shoes with laces, oil-resistant soles, and a distinct separation between heel and sole are required.*
- B. *No one is allowed within 25' of the centerline of the track without specific authorization from the flagman.*
- C. *All persons working near track when train is passing are to look out for dragging bands, chains and protruding or shifting cargo.*
- D. *No one is allowed to cross tracks without specific authorization from the flagman.*
- E. *All work within 25' of track must stop when train is passing.*
- F. *No steel tape or chain will be allowed to cross or touch rails without permission.*

XIII. GUIDELINES FOR EQUIPMENT ON RAILROAD RIGHTS OF WAY:

- A. *No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15' of centerline of track without specific permission from Railroad Engineer.*
- B. *No crane or boom equipment will be allowed to foul track or lift a load over the track without flag protection and track time.*
- C. *All employees will stay with their machines when crane or boom equipment is pointed toward track.*
- D. *All cranes and boom equipment under load will stop work while a train is passing (including pile driving).*

- E. *Swinging loads must be secured to prevent movement while train is passing.*
- F. *No loads will be suspended above a moving train.*
- G. *No equipment will be allowed within **50' of centerline of track** without specific authorization of the flagman.*
- H. *Trucks, tractors or any equipment will not touch ballast line without specific permission from railroad official and flagman.*
- I. *No equipment or load movement **within 50' or above a standing train or other equipment** without specific authorization of the flagman.*
- J. *All operating equipment within **50' of track must halt operations when a train is passing**. All other operating equipment may be halted by the flagman if the flagman views the operation to be dangerous to the passing train.*
- K. *All equipment, loads and cables are prohibited from touching rails.*
- L. *While clearing and grubbing, no vegetation will be removed from railroad embankment with heavy equipment without specific permission from the Railroad Engineer and flagman.*
- M. *No equipment or materials will be parked or stored on Railroad's property unless specific permission is granted from the Railroad Engineer.*
- N. *All unattended equipment that is left parked on Railroad property shall be effectively immobilized so that it cannot be moved by unauthorized persons.*
- O. *All cranes and boom equipment will be turned away from track after each work day or whenever unattended by an operator.*

XIV. INSURANCE:

- A. *In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Contractor will be required to carry insurance of the following kinds:*
 - 1. *Commercial General Liability coverage at their sole cost and expense with limits of not less than **\$5,000,000** in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name the Railroad as an additional insured.*
 - 2. *Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than **\$1,000,000**, which insurance must contain a waiver of subrogation against the Railroad and its affiliates.*

3. Commercial automobile liability insurance with limits of not less than **\$1,000,000** combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name the Railroad as an additional insured.
4. Railroad Protective Liability (RPL) insurance with limits of not less than **\$5,000,000** combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of **\$10,000,000**, which insurance shall satisfy the following additional requirements:
 - a. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance – Insurance Services Office (ISO) Form CG 00 35.
 - b. The Railroad must be the named insured on the Railroad Protective Insurance Policy
 - c. Name and Address of the Contractor must be shown on the Declarations page.
 - d. Description of operations must appear on the Declarations page and must match the Project description, including project or contract identification numbers.
 - e. Terrorism Risk Insurance Act (TRIA) coverage must be included.
 - f. Authorized endorsements must include:
 - (i). Pollution Exclusion Amendment – CG 28 31, unless using form CG 00 35 version 96 and later.
 - g. Authorized endorsements may include:
 - (i). Broad form Nuclear Exclusion – IL 00 21
 - (ii). 30-day Advance Notices of Non-renewal or cancellation
 - (iii). Required State Cancellation Endorsement
 - (iv). Quick Reference or Index – CL/IL 240
 - h. Authorized endorsements may not include:
 - (i). A Pollution Exclusion Endorsement except CG 28 31
 - (ii). An Endorsement that excludes TRIA coverage
 - (iii). An Endorsement that limits or excludes Professional Liability coverage
 - (iv). A Non-Cumulation of Liability or Pyramiding of Limits Endorsement

- (v). A Known Injury Endorsement
- (vi). A Sole Agent Endorsement
- (vii). A Punitive or Exemplary Damages Exclusion
- (viii). A 'Common Policy Conditions' Endorsement
- (ix). Policies that contain any type of deductible
- (x). Any endorsement that is not named in Section 4 (f) or (g) above that the Railroad deems unacceptable

- 5. All insurance companies must be A. M. Best rated A- and Class VII or better.
- 6. Such additional or different insurance as the Railroad may require.

B. Additional Terms:

- 1. Contractor must submit the original Railroad Protective Liability policy, Certificates of Insurance, and all notices and correspondence regarding the insurance policy to the contact listed on the Project Summary Sheet.
- 2. The Contractor may not begin work on the Project until it has received the Railroad's written approval or the required insurance.

C. Insurance policies shall follow the requirements of Subchapter G, Part 646, Subpart A of the Federal-Aid Policy Guide issued by the Federal Highway Administration on December 9, 1991, including all current amendments.

D. If any part of the work is sublet, similar insurance and evidence thereof in the same amounts as required of the Prime Contractor shall be provided by or in behalf of the subcontractor to cover his operations. Endorsements to the Prime Contractor's policies specifically naming subcontractors and describing their operations will be acceptable for this purpose.

*E. All insurance herein before specified shall be carried until all work required to be performed under the terms of the contract has been satisfactorily completed within the limits of the rights of way of the Railroad as evidenced by the formal acceptance by the Department. Insuring Companies may cancel insurance by permission of the Department and Railroad or on **thirty (30) days written notice** to the Department and Railroad Insurance Contacts as listed on the Project Summary Sheet.*

XV. FAILURE TO COMPLY:

- A. *These Special Notes are supplemental and amendatory to the current version of the Kentucky Department of Highways' Standard Specifications for Road and Bridge Construction and amendments thereof, and where in conflict therewith, these Special Notes shall govern.*
- B. *In the event the Contractor violates or fails to comply with any of the requirements of these Special Notes:*
1. The Railroad Engineer may require that the Contractor vacate Railroad property.
 2. The Engineer may withhold any and all monies due the Contractor on pay estimates.
 3. Any such orders shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Engineer.

XVI. PAYMENT FOR COST OF COMPLIANCE:

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

CSX TRANSPORTATION

CONSTRUCTION SUBMISSION CRITERIA

CSXT Design and Construction
Public Projects Group
Jacksonville, FL
Date Issued: November 1, 2013

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INTRODUCTION

The intent of this document is to guide outside agencies and their Contractors when performing work on, over, or with potential to impact CSXT property (ROW). Work plans shall be submitted for review to the designated CSXT Engineering Representative for all work which presents the potential to affect CSXT property or operations; this document shall serve as a guide in preparing these work plans. All work shall be performed in a manner that does not adversely impact CSXT operations or safety; as such, the requirements of this document shall be strictly adhered to, in addition to all other applicable standards associated with the construction. Applicable standards include, but are not limited to, CSXT Standards and Special Provisions, CSXT Insurance Requirements, CSXT Pipeline Occupancy Criteria, as well as the governing local, county, state and federal requirements. It shall be noted that this document and all other CSXT standards are subject to change without notice, and future revisions will be made available at the CSXT website: www.csx.com.

I. DEFINITIONS

1. **Agency** – The project sponsor (i.e. State DOT, Local Agencies, Private Developer, etc.)
2. **AREMA** – American Railway Engineering and Maintenance-of-Way Association – the North American railroad industry standards group. The use of this term shall be in specific reference to the AREMA Manual for Railway Engineering.
3. **Construction Submission** – The Agency or its representative shall submit six (6) sets of plans, supporting calculations, and detailed means and methods procedures for the specific proposed activity. All plans, specifications, and supporting calculations shall be signed/sealed by a Professional Engineer as defined below.
4. **Controlled Demolition** – Removal of an existing structure or subcomponents in a manner that positively prevents any debris or material from falling, impacting, or otherwise affecting CSXT employees, equipment or property. Provisions shall be made to ensure that there is no impairment of railroad operations or CSXT’s ability to access its property at all times.
5. **Contractor** – The Agency’s representative retained to perform the project work.
6. **Engineer** – CSXT Engineering Representative or a GEC authorized to act on the behalf of CSXT.
7. **Flagman** – A qualified CSXT employee with the sole responsibility to direct or restrict movement of trains, at or through a specific location, to provide protection for workers.
8. **GEC** – General Engineering Consultant who has been authorized to act on the behalf of CSXT.
9. **Horizontal Clearance** – Distance measured perpendicularly from centerline of any track to the nearest obstruction at any elevation between TOR and the maximum vertical clearance of the track.
10. **Professional Engineer** – An engineer who is licensed in State or Commonwealth in which the project is to occur. All plans, specifications, and supporting calculations shall be prepared by the Licensed Professional Engineer and shall bear his/her seal and signature.
11. **Potential to Foul** – Work having the possibility of impacting CSXT property or operations; defined as one or more of the following:
 - a. Any activity where access onto CSXT property is required.
 - b. Any activity where work is being performed on CSXT ROW.
 - c. Any excavation work adjacent to CSXT tracks or facilities, within the Theoretical Railroad Live Load Influence Zone, or where the active earth pressure zone extends within the CSXT property limits.

- d. The use of any equipment where, if tipped and laid flat in any direction (360 degrees) about its center pin, can encroach within twenty five feet (25'-0") of the nearest track centerline. This is based upon the proposed location of the equipment during use, and may be a function of the equipment boom length. Note that hoisting equipment with the potential to foul must satisfy the 150% factor of safety requirement for lifting capacities.
 - e. Any work where the scatter of debris, or other materials has the potential to encroach within twenty five feet (25'-0") of the nearest track centerline.
 - f. Any work where significant vibration forces may be induced upon the track structure or existing structures located under, over, or adjacent to the track structure.
 - g. Any other work which poses the potential to disrupt rail operations, threaten the safety of railroad employees, or otherwise negatively impact railroad property, as determined by CSXT.
12. **ROW** – Right of Way; Refers to CSXT Right-of-Way as well as all CSXT property and facilities. This includes all aerial space within the property limits, and any underground facilities.
13. **Submission Review Period** - a minimum of thirty (30) days in advance of start of work. Up to thirty (30) days will be required for the initial review response. Up to an additional thirty (30) days may be required to review any/all subsequent submissions or resubmission.
14. **Theoretical Railroad Live Load Influence Zone** – A 1½ horizontal to 1 vertical theoretical slope line starting 18 inches (1'-6") below top of tie elevation and twelve feet (12'-0") from the centerline of the nearest track.
15. **TOR** – Top of Rail. This is the base point for clearance measurements. It refers to the crown (top) of the steel rail; the point where train wheels bear on the steel rails.
16. **Track Structure** – All load bearing elements which support the train. This includes, but is not limited to, the rail, ties, appurtenances, ballast, sub-ballast, embankment, retaining walls, and bridge structures.
17. **Vertical Clearance** – Distance measured from TOR to the lowest obstruction within six feet (6'-0") of the track centerline, in either direction.

II. GENERAL SUBMISSION REQUIREMENTS

- A. A construction work plan is required to be submitted by the Agency or its Contractor, for review and acceptance, prior to accessing or performing any work with Potential to Foul.
- B. The Agency or its representative shall submit six (6) sets of plans, specifications, supporting calculations, and detailed means and methods procedures for the specific proposed work activity.
- C. Construction submissions shall include all information relevant to the work activity, and shall clearly and concisely explain the nature of the work, how it is being performed, and what measures are being taken to ensure that railroad property and operations are continuously maintained.
- D. All construction plans shall include a map of the work site, depicting the CSXT tracks, the CSXT right of way, proposed means of access, proposed locations for equipment and material staging (dimensioned from nearest track centerline), as well as all other relevant project information. An elevation drawing may also be necessary in order to depict clearances or other components of the work.
- E. Please note that CSXT will not provide pricing to individual contractors involved in bidding projects. Bidding contractors shall request information from the agency and not CSXT.
- F. The Contractor shall install a geotextile fabric ballast protection system to prevent construction or demolition debris and fines from fouling ballast. The geotextile ballast protection system shall be installed and maintained by the Contractor to the satisfaction of the Engineer.
- G. The Engineer shall be kept aware of the construction schedule. The Contractor shall provide timely communication to the Engineer when scheduling the work such that the Engineer may be present during the work. The Contractor's schedule shall not dictate the work plan review schedule, and flagging shall not be scheduled prior to receipt of an accepted work plan.
- H. At any time during construction activities, the Engineer may require revisions to the previously approved procedures to address weather, site conditions or other circumstances that may create a potential hazard to rail operations or CSXT facilities. Such revisions may require immediate interruption or termination of ongoing activities until such time the issue is resolved to the Engineer's satisfaction. CSXT and its GEC shall not be responsible for any additional costs or time claims associated with such revisions.
- I. Blasting will not be permitted to demolish a structure over or within CSXT's right-of-way. When blasting off of CSXT property but with Potential to Foul, vibration monitoring, track settlement surveying, and/or other protective measures may be required as determined by the Engineer.
- J. Blasting is not permitted adjacent to CSXT right-of-way without written approval from the Chief Engineer, CSXT.
- K. Mechanical and chemical means of rock removal must be explored before blasting is considered. If written permission for the use of explosives is granted, the Agency or Contractor must submit a work plan satisfying the following requirements:
 1. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the Agency or Contractor.
 2. Electronic detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.
 3. No blasting shall be done without the presence of an authorized representative of CSXT. Advance notice to the Engineer is required to arrange for the presence of an authorized CSXT representative and any flagging that CSXT may require.
 4. Agency or Contractor must have at the project site adequate equipment, labor and materials, and allow sufficient time, to clean up debris resulting from the blasting and correct any misalignment of tracks or other damage to CSXT property resulting from the blasting. Any corrective measures required must be performed as directed by the Engineer at the Agency's or Contractor's expense without any delay to trains. If Agency's or Contractor's actions result in the delay of any trains including passenger trains, the Agency or Contractor shall bear the entire cost thereof.

5. The Agency or Contractor may not store explosives on CSXT property.
6. At any time during blasting activities, the Engineer may require revisions to the previously approved procedures to address weather, site conditions or other circumstances that may create a potential hazard to rail operations or CSXT facilities. Such revisions may require immediate interruption or termination of ongoing activities until such time the issue is resolved to the Engineer's satisfaction. CSXT and its GEC shall not be responsible for any additional costs or time claims associated with such revisions.

III. HOISTING OPERATIONS

- A. All proposed hoisting operations with Potential to Foul shall be submitted in accordance with the following:
 1. A plan view drawing shall depict the work site, the CSXT track(s), the proposed location(s) of the lifting equipment, as well as the proposed locations for picking, any intermediate staging, and setting the load(s). All locations shall be dimensioned from centerline of the nearest track. Crane locations shall also be dimensioned from a stationary point at the work site for field confirmation.
 2. Computations showing the anticipated weight of all picks. Computations shall be made based upon the field-verified plans of the existing structure. Pick weights shall account for the weight of concrete rubble or other materials attached to the component being removed; this includes the weight of subsequent rigging devices/components. Rigging components shall be sized for the subsequent pick weight.
 3. All lifting equipment, rigging devices, and other load bearing elements shall have a rated (safe lifting) capacity that is greater than or equal to 150% of the load it is carrying, as a factor of safety. Supporting calculations shall be furnished to verify the minimum capacity requirement is maintained for the duration of the hoisting operation.
 4. Dynamic hoisting operations are prohibited when carrying a load with the Potential to Foul. Cranes or other lifting equipment shall remain stationary during lifting. (i.e. no moving picks).
 5. For lifting equipment, the manufacturer's capacity charts, including crane, counterweight, maximum boom angle, and boom nomenclature is to be submitted.
 6. A schematic rigging diagram must be provided to clearly call out each rigging component from crane hook to the material being hoisted. Copies of catalog or information sheets shall be provided to verify rigging weights and capacities.
 7. For built-up rigging devices, the contractor shall submit the following:
 - i. Details of the device, calling out material types, sizes, connections and other properties.
 - ii. Load test certification documents and/or design computations bearing the seal and signature of a Professional Engineer. Load test shall be performed in the configuration of its intended use as part of the subject demolition procedure.
 - iii. Copies of the latest inspection reports of the rigging device. The device shall be inspected within one (1) calendar year of the proposed date for use.
 8. A detail shall be provided showing the crane outrigger setup, including dimensions from adjacent slopes or facilities. The detail shall indicate requirements for bearing surface preparation, including material requirements and compaction efforts. As a minimum, outriggers and/or tracks shall bear on mats, positioned on level material with adequate bearing capacity.
 9. A complete written narrative that describes the sequence of events, indicating the order of lifts and any repositioning or re-hitching of the crane(s).

IV. DEMOLITION PROCEDURE

- A. The Agency or its Contractor shall submit a detailed procedure for a controlled demolition of any structure on, over, or adjacent to the ROW. The controlled demolition procedure must be approved by the Engineer prior to beginning work on the project.
- B. Existing Condition of structure being demolished:
1. The Contractor shall submit as-built plans for the structure(s) being demolished.
 2. If as-built plans are unavailable, the Contractor shall perform an investigation of the structure, including any foundations, substructures, etc. The field measurements are to be made under the supervision of the Professional Engineer submitting the demolition procedure. Findings shall be submitted as part of the demolition means and methods submittal for review by the Engineer.
 3. Any proposed method for temporary stabilization of the structure during the demolition shall be based on the existing plans or investigative findings, and submitted as part of the demolition means and methods for review by the Engineer.
- C. Demolition work plans shall include a schematic plan depicting the proposed locations of the following, at various stages of the demolition:
1. All cranes and equipment, calling out the operating radii.
 2. All proposed access and staging locations with all dimensions referenced from the center line of the nearest track.
 3. Proposed locations for stockpiling material or locations for truck loading.
 4. The location, with relevant dimensions, of all tracks, other railroad facilities; wires, poles, adjacent structures, or buried utilities that could be affected, showing that the proposed lifts are clear of these obstructions.
 5. Note that no crane or equipment may be set on the CSXT rails or track structure and no material may be dropped on CSXT property.
- D. Demolition submittal shall also include the following information:
1. All hoisting details, as dictated by Section III of this document.
 2. A time schedule for each of the various stages must be shown as well as a schedule for the entire lifting procedure. The proposed time frames for all critical subtasks (i.e., torch/saw cutting various portions of the superstructure or substructure, dismantling splices, installing temporary bracing, etc.) shall be furnished so that the potential impact(s) to CSXT operations may be assessed and eliminated or minimized.
 3. The names and experience of the key Contractor personnel involved in the operation shall be included in the Contractor's means and methods submission.
 4. Design and supporting calculations shall be prepared, signed, and sealed by the Professional Engineer for items including the temporary support of components or intermediate stages shall be submitted for review. A guardrail will be required to be installed in a track in the proximity of temporary bents or shoring towers, when located within twelve feet (12'-0") from the centerline of the track. The guardrail will be installed by CSXT forces, at the expense of the Agency or its contractor.
- E. Girders or girder systems shall be stable at all times during demolition. Temporary bracing shall be provided at the piers, abutments, or other locations to resist overturning and/or buckling of the member(s). The agency shall submit a design and details of the proposed temporary bracing system, for review by the Engineer. Lateral wind forces for the temporary conditions shall be considered in accordance with AREMA, Chapter 8, Section 28.6.2. The minimum lateral wind pressure shall be fifteen pounds per square foot (15 psf).

- F. Existing, obsolete, bridge piers shall be removed to a minimum of three feet (3'-0") below the finished grade, final ditch line invert, or as directed by the Engineer.
- G. A minimum quantity of twenty five (25) tons of CSXT approved granite track ballast may be required to be furnished and stockpiled on site by the Contractor, or as directed by the Engineer.
- H. The use of acetylene gas is prohibited for use on or over CSXT property. Torch cutting shall be performed utilizing other materials such as propane.
- I. CSXT's tracks, signals, structures, and other facilities shall be protected from damage during demolition of existing structure or replacement of deck slab.
- J. Demolition Debris Shield
 - 1. On-track or ground-level debris shields (such as crane mats) are prohibited for use by CSXT.
 - 2. Demolition Debris Shield shall be installed prior to the demolition of the bridge deck or other relevant portions of the structure. The demolition debris shield shall be erected from the underside of the bridge over the track area to catch all falling debris. The debris shield shall not be the primary means of debris containment.
 - i. The demolition debris shield design and supporting calculations, all signed/sealed by a Professional Engineer, shall be submitted for review and acceptance.
 - ii. The demolition debris shield shall have a minimum design load of 50 pounds per square foot (50 psf) plus the weight of the equipment, debris, personnel, and all other loads.
 - iii. The Contractor shall verify the maximum particle size and quantity of the demolition debris generated during the procedure does not exceed the shield design loads. Shield design shall account for loads induced by particle impact; however the demolition procedure shall be such that impact forces are minimized. The debris shield shall not be the primary means of debris containment.
 - iv. The Contractor shall include installation/removal means and methods for the demolition debris shield as part of the proposed Controlled Demolition procedure submission.
 - v. The demolition debris shield shall provide twenty three feet (23'-0") minimum vertical clearance, or maintain the existing vertical clearance if the existing clearance is less than twenty three feet (23'-0").
 - vi. Horizontal clearance to the centerline of the track should not be reduced unless approved by the Engineer.
 - vii. The Contractor shall clean the demolition debris shield daily or more frequently as dictated either by the approved design parameters or as directed by the Engineer.
- K. Vertical Demolition Debris Shield
 - 1. This type of shield may be required for substructure removals in close proximity to CSXT track and other facilities, as determined by the Engineer.
 - 2. The Agency or its Contractor shall submit detailed plans with detailed calculations, prepared, signed, and sealed by a Professional Engineer, of the protection shield.

V. ERECTION PROCEDURE

- A. The Agency or its Contractor shall submit a detailed procedure for erection of a structure with Potential to Foul. The erection procedure must be approved by the Engineer prior to beginning work on the project.
- B. Erection work plans shall include a schematic plan depicting the following, at all stages of the construction:
 - 1. All proposed locations of all cranes and equipment, calling out the operating radii.
 - 2. All proposed access and staging locations with all dimensions referenced from the center line of the nearest track.
 - 3. All proposed locations for stockpiling material or locations for truck loading.
 - 4. The location, with relevant dimensions, of all tracks, other railroad facilities; wires, poles, adjacent structures, or buried utilities that could be affected, showing that the proposed lifts are clear of these obstructions.
- C. No crane or equipment may be set on the CSXT rails or track structure and no material may be dropped on CSXT property.
- D. For erection of a structure over the tracks, the following information shall be submitted for review and acceptance by the Engineer, at least thirty (30) days prior to erection:
 - 1. As-built beam seat elevations – field surveyed upon completion of pier/abutment construction.
 - 2. Current Top of Rail (TOR) elevations – field measured at the time of as-built elevation collection.
 - 3. Computations verifying the anticipated minimum vertical clearance in the final condition which accounts for all deflection and camber, based upon the current TOR and as-built beam seat elevations. The anticipated minimum vertical clearance shall be greater than or equal to that which is indicated by the approved plans. Vertical clearance (see definitions) is measured from TOR to the lowest point on the overhead structure at any point within six feet (6'-0") from centerline of the track. Calculations shall be signed and sealed by a Professional Engineer.
- E. Girders or girder systems shall be stable at all times during erection. No crane may unhook prior to stabilizing the beam or girder.
 - 1. Lateral wind forces for the temporary conditions shall be considered in accordance with AREMA, Chapter 8, Section 28.6.2. The minimum lateral wind pressure shall be fifteen pounds per square foot (15 psf).
 - 2. Temporary bracing shall be provided at the piers, abutments, or other locations to resist overturning and/or buckling of the member(s). The agency shall submit a design and details of the proposed temporary bracing system, for review by the Engineer.
 - 3. Temporary bracing shall not be removed until sufficient lateral bracing or diaphragm members have been installed to establish a stable condition. Supporting calculations, furnished by the Professional Engineer, shall confirm the stable condition.
- F. Erection procedure submissions shall also include the following information:
 - 1. All hoisting details, as dictated by Section III of this document.
 - 2. A time schedule for each of the various stages must be shown as well as a schedule for the entire lifting procedure. The proposed time frames for all critical subtasks (i.e. performing aerial splices, installing temporary bracing, installation of diaphragm members, etc.) shall be furnished so that the potential impact(s) to CSXT operations may be assessed and eliminated or minimized.
 - 3. The names and experience of the key Contractor personnel involved in the operation shall be included in the Contractor's means and methods submission.

4. A guardrail will be required to be installed in a track in the proximity of temporary bents or shoring towers, when located within twelve feet (12'-0") from the centerline of the track. The guardrail will be installed by CSXT forces, at the expense of the Agency or its Contractor.
5. Design and supporting calculations prepared by the Professional Engineer for items including the temporary support of components or intermediate stages shall be submitted for review.

VI. TEMPORARY EXCAVATION AND SHORING

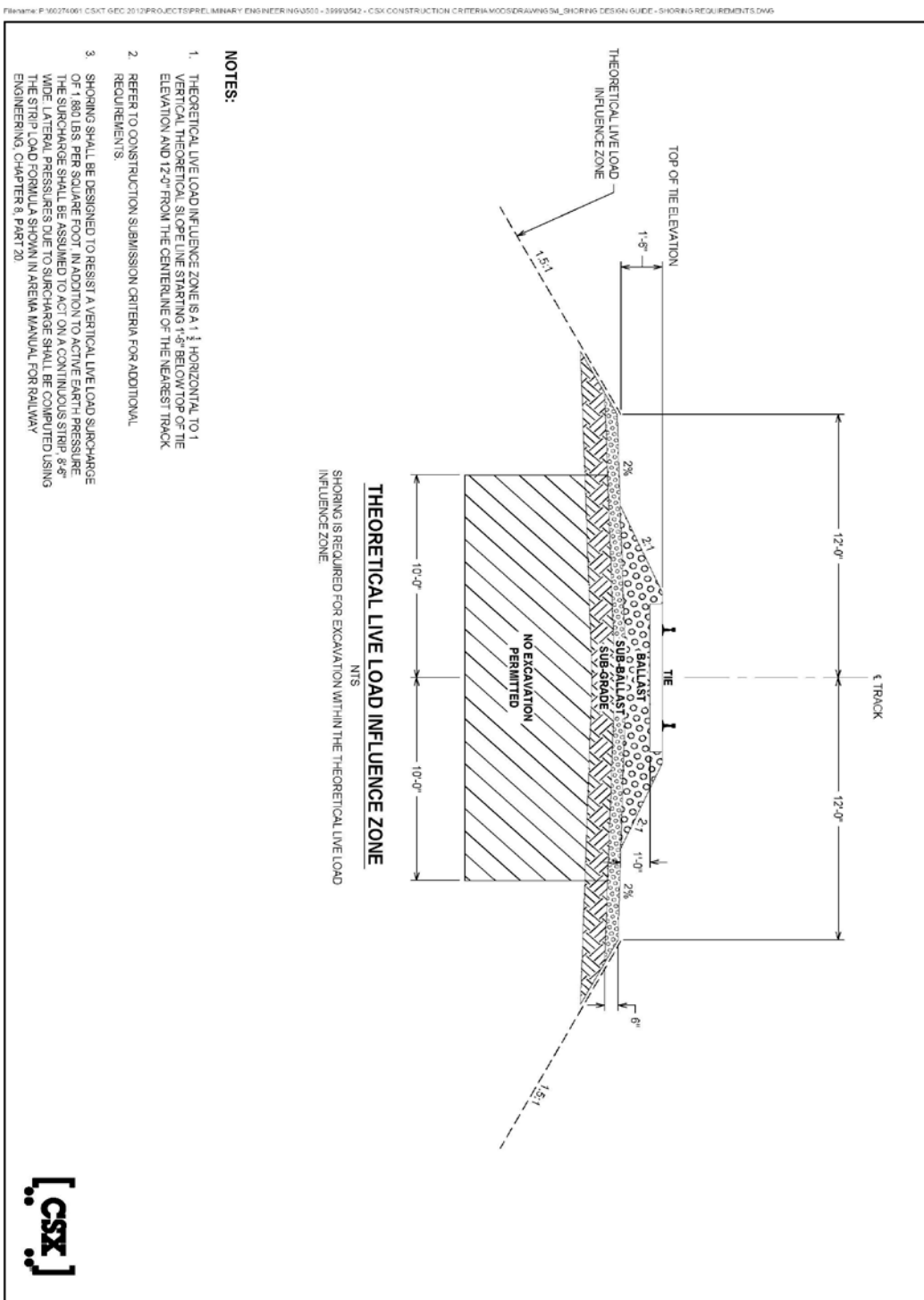
- A. The Agency or its Contractor shall submit a detailed design and procedure for the installation of a sheeting/shoring system adjacent to the tracks. Shoring protection shall be provided when excavating with Potential to Foul, or as otherwise determined by CSXT. Shoring shall be provided in accordance with the AREMA, except as noted below.
- B. Shoring may not be required if all of the following conditions are satisfied:
 1. The excavation does not encroach within the Theoretical Live Load Influence Zone. Please refer to Figure 1.
 2. The track structure is situated on level ground, or in a cut section, and on stable soil.
 3. The excavation does not adversely impact the stability of a CSXT facility (i.e. signal bungalow, drainage facility, under grade bridge, building, etc), or the stability of any structure on, over, or adjacent to CSXT property with potential to foul.
 4. Shoring is not required by any governing federal, state, local or other construction code.
- C. Shoring is required when excavating the toe of an embankment. Excavation of any embankment which supports an active CSXT track structure without shoring will not be permitted.
- D. Trench boxes are not an acceptable means of shoring. Trench boxes are prohibited for use on CSXT property or within the Theoretical Railroad Live Load Influence Zone.
- E. Shoring shall be a cofferdam-type, which completely encloses the excavation. However, where justified by site or work conditions, partial cofferdams with open sides away from the track may be permissible, as determined by the Engineer.
- F. Cofferdams shall be constructed using interlocking steel sheet piles, or when approved by the Engineer, steel soldier piles with timber lagging. Wales and struts shall be included when dictated by the design.
- G. The use of tiebacks can be permissible for temporary shoring systems, when conditions warrant. Tiebacks shall have a minimum clear cover of 6'-0", measured from the bottom of the rail. Upon completion of the work, tiebacks shall be grouted, cut off, and remain in place.
- H. All shoring systems on, or adjacent to CSXT right-of-way, shall be equipped with railings or other fall protection, compliant with the governing federal, state or local requirements. Area around pits shall be graded to eliminate all potential tripping hazards.
- I. Interlocking steel sheet piles shall be used for shoring systems qualifying one or more of the following conditions:
 1. Within 18'-0" of the nearest track centerline
 2. Within the live load influence zone
 3. Within slopes supporting the track structure
 4. As otherwise deemed necessary by the Engineer.
- J. Sheet piles qualifying for one or more of the requirements listed in Section VI.I (above) of this document shall not be removed. Sheet piles shall be left in place and cut off a minimum of 3'-0" below the finished grade, the ditch line invert, or as otherwise directed by the Engineer. The ground shall be backfilled and compacted immediately after sheet pile is cut off.

- K. The following design considerations shall be considered when preparing the shoring design package:
1. Shoring shall be designed to resist a vertical live load surcharge of 1,880 lbs. per square foot, in addition to active earth pressure. The surcharge shall be assumed to act on a continuous strip, eight feet six inches (8'-6") wide. Lateral pressures due to surcharge shall be computed using the strip load formula shown in *AREMA Manual for Railway Engineering*, Chapter 8, Part 20.
 2. Allowable stresses in materials shall be in accordance with AREMA Chapter 7, 8, and 15.3.
 3. A minimum horizontal clearance of ten feet (10'-0") from centerline of the track to face of nearest point of shoring shall be maintained, provided a twelve feet (12'-0") roadbed is maintained with a temporary walkway and handrail system.
 4. For temporary shoring systems with Potential to Foul, piles shall be plumb under full dead load. Maximum deflection at the top of wall, under full live load, shall be as follows:
 - i. ½ inch for walls within twelve feet (12'-0") of track centerline (Measured from centerline of the nearest track to the nearest point of the supporting structure).
 - ii. 1 inch for walls located greater than twelve feet (12'-0") from track centerline
- L. Shoring work plans shall be submitted in accordance with Section II of this document, as well as the following additional requirements:
1. The work plan shall include detailed drawings of the shoring systems calling out the sizes of all structural members, details of all connections. Both plan and elevation drawings shall be provided, calling out dimensions from the face of shoring relative to the nearest track centerline. The elevation drawing shall also show the height of shoring, and track elevation in relation to bottom of excavation.
 2. Full design calculations for the shoring system shall be furnished.
 3. A procedure for cutting off the sheet pile, backfilling and restoring the embankment.

VII. TRACK MONITORING

- A. When work being performed has the potential to disrupt the track structure, a work plan must be submitted detailing a track monitoring program which will serve to monitor and detect both horizontal and vertical movement of the CSXT track and roadbed.
- B. The program shall specify the survey locations, the distance between the location points, and frequency of monitoring before, during, and after construction. CSXT reserves to the right to modify the survey locations and monitoring frequency as necessary during the project.
- C. The survey data shall be collected in accordance with the approved frequency and immediately furnished to the Engineer for analysis.
- D. If any movement has occurred as determined by the Engineer, CSXT will be immediately notified. CSXT, at its sole discretion, shall have the right to immediately require all contractor operations to be ceased, have the excavated area immediately backfilled and/or determine what corrective action is required. Any corrective action required by CSXT or performed by CSXT including the monitoring of corrective action of the contractor will be at project expense.

Figure 1: Theoretical Live Load Influence Zone





Kentucky Transportation Cabinet
Division of Right of Way & Utilities

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SUMMARY FOR KYTC PROJECTS THAT INVOLVE A RAILROAD

Date: 10/15/2018 (enter using M/d/yyyy format)

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

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

County: Daviess
Federal Number: N/A
State Number: FE02 030 0060 B00023N 29.64
Route: US 60
Project Description: US 60 over CSX RR, KY 334, and Blackford Creek
Item Number: N/A **Highway Milepost:** 029-030

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

Rail Company Name: CSX Transportation, Inc.
AAR-DOT# (if applicable): 344 192V **Railroad Milepost:** OHR-102.54
Freight: Train Count (6am to 6pm): 2 **Train Count (6pm to 6am):** 2 **Train Count (24 hr total):** 4 **Max Speed:** 40 mph
Passenger: Train Cnt. (6am to 6pm): 0 **Train Cnt. (6pm to 6am):** 0 **Train Cnt. (24 hr total):** 0 **Max Speed:** N/A mph
(This information is necessary to acquire the necessary insurances when working with Railroad Right of Way)

INSURANCE REQUIREMENTS

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

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

FLAGGING INFORMATION

Flagging Estimate:

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

Hourly Rate:

\$1,019.00 per day based on a 12 hour day effective as of the date of this document.

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

Forecasted Rate Increases:

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

RAILROAD CONTACTS

(to be provided by Railroad Company)

General Railroad Contact:

Troy Creasy
CSX Transportation, Inc.
Project Manager - Public Projects
4900 Old Osborne Turnpike, Suite 200
Richmond, VA 23231
(Phone) 804-226-7718
(Email) Troy_Creasy@csx.com

Regional Representative (Roadmaster):

Jason Thomas
Roadmaster at Owensboro, KY

(Phone) 270-683-4842
(Email) _____

Insurance contact:

CSX Corporation
Insurance Department

(Phone) _____
(Email) insurancedocuments@csx.com

Railroad Designer Contact:

Contractor or In-House Employee? Consultant

Larry Shaw, PE
Sr. Project Manager
Benesch
201 N. Illinois St., 16th Floor South Tower
Indianapolis, IN 46204
(Phone) 317-610-3241
(Email) LShaw@benesch.com

Railroad Construction Contact:

Contractor or In-House Employee? Consultant

Wayne Bolen, PE
Sr. Project Manager
Benesch
201 E Fifth Street, Suite 1900
Cincinnati, OH 45202
(Phone) 859-250-5483
(Email) WBolen@benesch.com

KENTUCKY TRANSPORTATION CABINET CONTACTS

(to be provided by KYTC)

KYTC Railroad Coordinator:

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

KYTC Construction Procurement Director:

Rachel Mills, Director
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200 Mero Street, 3rd Floor West
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(Phone) 502-782-5152
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(Email) ryan.griffith@ky.gov



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Lewisport, Daviess County, KY
KYTC Project No. FE02 030 0060 B00023N 29.64
CSXT Milepost: 0HR-102.54
CSXT OP No.: KY0387

EXHIBIT D

CONTRACTOR'S ACCEPTANCE

To and for the benefit of the *Company*, ("*Company*") and to induce the *Company* to permit Contractor on or about *Company's* property for the purposes of performing work in accordance with the Agreement dated _____, 20__, between the Commonwealth of Kentucky Transportation Cabinet, Department of Highways and the *Company*, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, particularly Exhibits B and C as included herein.

Contractor: _____
By: _____
Name: _____
Title: _____
Date: _____



Kentucky Transportation Cabinet
Division of Right of Way & Utilities

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SUMMARY FOR KYTC PROJECTS THAT INVOLVE A RAILROAD

Date: 10/15/2018 (enter using M/d/yyyy format)

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

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

County: Daviess
Federal Number: N/A
State Number: FE02 030 0060 B00070L 19.97
Route: US 60
Project Description: US 60 over CSX RR and CS 1029 (Lagoon Lane)
Item Number: N/A **Highway Milepost:** 019-020

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

Rail Company Name: CSX Transportation, Inc.
AAR-DOT# (if applicable): 344 224Y **Railroad Milepost:** OHR-111.66
Freight: Train Count (6am to 6pm): 3 **Train Count (6pm to 6am):** 3 **Train Count (24 hr total):** 6 **Max Speed:** 40 mph
Passenger: Train Cnt. (6am to 6pm): 0 **Train Cnt. (6pm to 6am):** 0 **Train Cnt. (24 hr total):** 0 **Max Speed:** N/A mph
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Rates will increase to \$0.00 per hour based on a 0 hour day effective _____ (enter using M/d/yyyy format).

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(to be provided by Railroad Company)

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CSX Transportation, Inc.
Project Manager - Public Projects
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Richmond, VA 23231
(Phone) 804-226-7718
(Email) Troy_Creasy@csx.com

Regional Representative (Roadmaster):

Jason Thomas
Roadmaster at Owensboro, KY

(Phone) 270-683-4842
(Email) _____

Insurance contact:

CSX Corporation
Insurance Department

(Phone) _____
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Contractor or In-House Employee? Consultant

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Owensboro, Daviess County, KY
KYTC Project No. FE02 030 0060 B00070L 19.97
CSXT Milepost: 0HR-111.66
CSXT OP No.: KY0390

EXHIBIT D

CONTRACTOR'S ACCEPTANCE

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By: _____

Name: _____

Title: _____

Date: _____



Kentucky Transportation Cabinet
Division of Right of Way & Utilities

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Page 1 of 2

SUMMARY FOR KYTC PROJECTS THAT INVOLVE A RAILROAD

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Project Description: US 60 over CSX RR and CS 1029 (Lagoon Lane)
Item Number: N/A **Highway Milepost:** 019-020

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Jason Thomas
Roadmaster at Owensboro, KY

(Phone) 270-683-4842
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CSX Corporation
Insurance Department

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Owensboro, Daviess County, KY
KYTC Project No. FE02 030 0060 B00070R 19.97
CSXT Milepost: 0HR-111.66
CSXT OP No.: KY0389

EXHIBIT D

CONTRACTOR'S ACCEPTANCE

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Contractor: _____

By: _____

Name: _____

Title: _____

Date: _____

MATERIAL SUMMARY

CONTRACT ID: 182961

030GR18M022 - FE02

MB03000601801

DAVISS COUNTY 030B00023N OWENSBORO - HAWESVILLE ROAD MP 29.64
US 60 OVER CSX RAILROAD KY 334 AND BLACKFORD CREEK BRIDGE PAINTING & CLEANING.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0085	02650	MAINTAIN & CONTROL TRAFFIC - - 030B00023N	1.00	LS
0090	02671	PORTABLE CHANGEABLE MESSAGE SIGN - - 030B00023N	2.00	EACH
0095	23386EC	JOINT SEAL REPLACEMENT - - 030B00023N 2"	124.10	LF
0100	08434	CLEAN & PAINT STRUCTURAL STEEL - - 030B00023N	1.00	LS
0105	23949EC	BRIDGE CLEANING & PREVENTIVE MAINTENANCE - - 030B00023N	1.00	LS
0110	02568	MOBILIZATION	1.00	LS
0115	02569	DEMOBILIZATION	1.00	LS
0120	21969NN	BEARING REPLACEMENT - - 030B00023N	3.00	EACH
0125	08435	JACK & SUPPORT BRIDGE SPAN - - 023B00023N	1.00	LS
0130	23386EC	JOINT SEAL REPLACEMENT - - 030B00023N 4"	121.20	LF

CONTRACT ID: 182961

030GR18M022 - FE02

MB03006031801

DAVISS COUNTY 030B00070L WENDELL FORD EXPRESSWAY MP 01.29
KY 603 SB OVER CSX RAILROAD AND LAGOON LANE BRIDGE PAINTING & CLEANING.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0005	02650	MAINTAIN & CONTROL TRAFFIC - - 030B00070L	1.00	LS
0010	02569	DEMOBILIZATION	1.00	LS
0015	02671	PORTABLE CHANGEABLE MESSAGE SIGN - - 030B00070L	2.00	EACH
0020	08434	CLEAN & PAINT STRUCTURAL STEEL - - 030B00070L	1.00	LS
0025	23386EC	JOINT SEAL REPLACEMENT - - 030B00070L 2"	61.00	LF
0030	23949EC	BRIDGE CLEANING & PREVENTIVE MAINTENANCE - - 030B00070L	1.00	LS
0035	02568	MOBILIZATION	1.00	LS

MATERIAL SUMMARY

CONTRACT ID: 182961

030GR18M022 - FE02

MB03006031802

DAVISS COUNTY 030B00070R WENDELL FORD EXPRESSWAY MP 01.29
KY 603 NB OVER CSX RAILROAD AND LAGOON LANE BRIDGE PAINTING & CLEANING.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0040	02650	MAINTAIN & CONTROL TRAFFIC - - 030B00070R	1.00	LS
0045	02671	PORTABLE CHANGEABLE MESSAGE SIGN - - 030B00070R	2.00	EACH
0050	08434	CLEAN & PAINT STRUCTURAL STEEL - - 030B00070R	1.00	LS
0055	03298	EXPAN JOINT REPLACE 4 IN - - 030B00070R	79.00	LF
0060	23949EC	BRIDGE CLEANING & PREVENTIVE MAINTENANCE - - 030B00070R	1.00	LS
0065	02568	MOBILIZATION	1.00	LS
0070	02569	DEMOBILIZATION	1.00	LS
0075	03299	ARMORED EDGE FOR CONCRETE - - 030B00070R	79.00	LF
0080	08150	STEEL REINFORCEMENT - -030B00070N	270.00	LB

PART II
SPECIFICATIONS AND STANDARD DRAWINGS

SPECIFICATIONS REFERENCE

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 2012* and *Standard Drawings, Edition of 2016*.

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

**TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS**

**LABOR AND WAGE REQUIREMENTS
APPLICABLE TO OTHER THAN FEDERAL-AID SYSTEM PROJECTS**

- I. Application
- II. Nondiscrimination of Employees (KRS 344)

I. APPLICATION

1. These contract provisions shall apply to all work performed on the contract by the contractor with his own organization and with the assistance of workmen under his immediate superintendence and to all work performed on the contract by piecework, station work or by subcontract. The contractor's organization shall be construed to include only workmen employed and paid directly by the contractor and equipment owned or rented by him, with or without operators.

2. The contractor shall insert in each of his subcontracts all of the stipulations contained in these Required Provisions and such other stipulations as may be required.

3. A breach of any of the stipulations contained in these Required Provisions may be grounds for termination of the contract.

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

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

Revised: January 25, 2017

II. NONDISCRIMINATION OF EMPLOYEES

**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.

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, 3 Fountain Place, Frankfort, Kentucky 40601; telephone (502) 564-7954.

Revised: January 27, 2017

Kentucky Equal Employment Opportunity Act of 1978

The requirements of the Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) shall apply to this Contract. The apparent low Bidder will be required to submit EEO forms to the Division of Construction Procurement, which will then forward to the Finance and Administration Cabinet for review and approval. No award will become effective until all forms are submitted and EEO/CC has certified compliance. The required EEO forms are as follows:

- EEO-1: Employer Information Report
- Affidavit of Intent to Comply
- Employee Data Sheet
- Subcontractor Report

These forms are available on the Finance and Administration's web page under ***Vendor Information, Standard Attachments and General Terms*** at the following address:
<https://www.eProcurement.ky.gov>.

Bidders currently certified as being in compliance by the Finance and Administration Cabinet may submit a copy of their approval letter in lieu of the referenced EEO forms.

For questions or assistance please contact the Finance and Administration Cabinet by email at **finance.contractcompliance@ky.gov** or by phone at 502-564-2874.

EMPLOYEE RIGHTS UNDER THE FAIR LABOR STANDARDS ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

FEDERAL MINIMUM WAGE

\$7.25 PER HOUR

BEGINNING JULY 24, 2009

OVERTIME PAY At least 1½ times your regular rate of pay for all hours worked over 40 in a workweek.

CHILD LABOR An employee must be at least **16** years old to work in most non-farm jobs and at least **18** to work in non-farm jobs declared hazardous by the Secretary of Labor.

Youths **14** and **15** years old may work outside school hours in various non-manufacturing, non-mining, non-hazardous jobs under the following conditions:

No more than

- **3** hours on a school day or **18** hours in a school week;
- **8** hours on a non-school day or **40** hours in a non-school week.

Also, work may not begin before **7 a.m.** or end after **7 p.m.**, except from June 1 through Labor Day, when evening hours are extended to **9 p.m.** Different rules apply in agricultural employment.

TIP CREDIT Employers of “tipped employees” must pay a cash wage of at least \$2.13 per hour if they claim a tip credit against their minimum wage obligation. If an employee’s tips combined with the employer’s cash wage of at least \$2.13 per hour do not equal the minimum hourly wage, the employer must make up the difference. Certain other conditions must also be met.

ENFORCEMENT The Department of Labor may recover back wages either administratively or through court action, for the employees that have been underpaid in violation of the law. Violations may result in civil or criminal action.

Employers may be assessed civil money penalties of up to \$1,100 for each willful or repeated violation of the minimum wage or overtime pay provisions of the law and up to \$11,000 for each employee who is the subject of a violation of the Act’s child labor provisions. In addition, a civil money penalty of up to \$50,000 may be assessed for each child labor violation that causes the death or serious injury of any minor employee, and such assessments may be doubled, up to \$100,000, when the violations are determined to be willful or repeated. The law also prohibits discriminating against or discharging workers who file a complaint or participate in any proceeding under the Act.

ADDITIONAL INFORMATION

- Certain occupations and establishments are exempt from the minimum wage and/or overtime pay provisions.
- Special provisions apply to workers in American Samoa and the Commonwealth of the Northern Mariana Islands.
- Some state laws provide greater employee protections; employers must comply with both.
- The law requires employers to display this poster where employees can readily see it.
- Employees under 20 years of age may be paid \$4.25 per hour during their first 90 consecutive calendar days of employment with an employer.
- Certain full-time students, student learners, apprentices, and workers with disabilities may be paid less than the minimum wage under special certificates issued by the Department of Labor.

For additional information:



1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627



WWW.WAGEHOUR.DOL.GOV

PART IV
INSURANCE

INSURANCE

The Contractor shall procure and maintain the following insurance in addition to the insurance required by law:

- 1) Commercial General Liability-Occurrence form – not less than \$2,000,000 General aggregate, \$2,000,000 Products & Completed Aggregate, \$1,000,000 Personal & Advertising, \$1,000,000 each occurrence.
- 2) Automobile Liability- \$1,000,000 per accident
- 3) Employers Liability:
 - a) \$100,000 Each Accident Bodily Injury
 - b) \$500,000 Policy limit Bodily Injury by Disease
 - c) \$100,000 Each Employee Bodily Injury by Disease
- 4) The insurance required above must be evidenced by a Certificate of Insurance and this Certificate of Insurance must contain one of the following statements:
 - a) "policy contains no deductible clauses."
 - b) "policy contains _____ (amount) deductible property damage clause but company will pay claim and collect the deductible from the insured."
- 5) **KENTUCKY WORKMEN'S COMPENSATION INSURANCE.** The contractor shall furnish evidence of coverage of all his employees or give evidence of self-insurance by submitting a copy of a certificate issued by the Workmen's Compensation Board.

The cost of insurance is incidental to all contract items. All subcontractors must meet the same minimum insurance requirements.

PART V
BID ITEMS

PART IV
INSURANCE

INSURANCE (Railroad Involvement)

The Contractor shall procure and maintain the following insurance in addition to the insurance required by law:

- 1) Commercial General Liability-Occurrence form – not less than \$2,000,000 General aggregate, \$2,000,000 Products & Completed Aggregate, \$1,000,000 Personal & Advertising, \$1,000,000 each occurrence.
- 2) Automobile Liability- \$1,000,000 per accident
- 3) Employers Liability:
 - a) \$100,000 Each Accident Bodily Injury
 - b) \$500,000 Policy limit Bodily Injury by Disease
 - c) \$100,000 Each Employee Bodily Injury by Disease
- 4) The insurance required above must be evidenced by a Certificate of Insurance and this Certificate of Insurance must contain one of the following statements:
 - a) "policy contains no deductible clauses."
 - b) "policy contains _____ (amount) deductible property damage clause but company will pay claim and collect the deductible from the insured."
- 5) **KENTUCKY WORKMEN'S COMPENSATION INSURANCE.** The contractor shall furnish evidence of coverage of all his employees or give evidence of self-insurance by submitting a copy of a certificate issued by the Workmen's Compensation Board.
- 6) **RAILROAD PROTECTIVE LIABILITY INSURANCE.** The policy shall name the railroad as the Named Insured and the limit of liability shall be not less than \$5,000,000 combined single limit for Bodily Injury and Property Damage per occurrence, subject to a \$10,000,000 aggregate limit per annual policy period. If the project involves a rail facility where passenger trains operate, the insurance limits required that are not less than a combined single limit of \$5,000,000 each occurrence and \$10,000,000 in the aggregate applying separately to each annual period. The original of this policy must be submitted for the railroad's approval and filing prior to the commencement of work on this project.

The cost of insurance is incidental to all contract items. All subcontractors must meet the same minimum insurance requirements.

PART V
BID ITEMS

PROPOSAL BID ITEMS

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Report Date 11/14/18

Section: 0001 - BRIDGES

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	02650		MAINTAIN & CONTROL TRAFFIC - 030B00023N	1.00	LS		\$	
0020	02671		PORTABLE CHANGEABLE MESSAGE SIGN - 030B00023N	2.00	EACH		\$	
0030	08434		CLEAN & PAINT STRUCTURAL STEEL - 030B00023N	1.00	LS		\$	
0040	08435		JACK & SUPPORT BRIDGE SPAN - 023B00023N	1.00	LS		\$	
0050	21969NN		BEARING REPLACEMENT - 030B00023N	3.00	EACH		\$	
0060	23386EC		JOINT SEAL REPLACEMENT - 030B00023N 2"	124.10	LF		\$	
0070	23386EC		JOINT SEAL REPLACEMENT - 030B00023N 4"	121.20	LF		\$	
0080	23949EC		BRIDGE CLEANING & PREVENTIVE MAINTENANCE - 030B00023N	1.00	LS		\$	

Section: 0002 - BRIDGES

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0090	02650		MAINTAIN & CONTROL TRAFFIC - 030B00070L	1.00	LS		\$	
0100	02671		PORTABLE CHANGEABLE MESSAGE SIGN - 030B00070L	2.00	EACH		\$	
0110	08434		CLEAN & PAINT STRUCTURAL STEEL - 030B00070L	1.00	LS		\$	
0120	23386EC		JOINT SEAL REPLACEMENT - 030B00070L 2"	61.00	LF		\$	
0130	23949EC		BRIDGE CLEANING & PREVENTIVE MAINTENANCE - 030B00070L	1.00	LS		\$	

Section: 0003 - BRIDGES

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0140	02650		MAINTAIN & CONTROL TRAFFIC - 030B00070R	1.00	LS		\$	
0150	02671		PORTABLE CHANGEABLE MESSAGE SIGN - 030B00070R	2.00	EACH		\$	
0160	03298		EXPAN JOINT REPLACE 4 IN - 030B00070R	79.00	LF		\$	
0170	03299		ARMORED EDGE FOR CONCRETE - 030B00070R	79.00	LF		\$	
0180	08150		STEEL REINFORCEMENT -030B00070N	270.00	LB		\$	
0190	08434		CLEAN & PAINT STRUCTURAL STEEL - 030B00070R	1.00	LS		\$	

PROPOSAL BID ITEMS

182961

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Report Date 11/14/18

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0200	23949EC		BRIDGE CLEANING & PREVENTIVE MAINTENANCE - 030B00070R	1.00	LS		\$	

Section: 0004 - DEMOB

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0210	02568		MOBILIZATION	1.00	LS		\$	
0220	02569		DEMOBILIZATION	1.00	LS		\$	