



CALL NO. 100

CONTRACT ID. 242971

DAVISS COUNTY

FED/STATE PROJECT NUMBER NH 0101 (100)

DESCRIPTION WILLIAM H. NATCHER BRIDGE (US 231)

WORK TYPE BRIDGE REPAIRS

PRIMARY COMPLETION DATE 6/30/2025

LETTING DATE: February 22,2024

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN STANDARD TIME February 22,2024. Bids will be publicly announced at 10:00 AM EASTERN STANDARD TIME.

NO PLANS ASSOCIATED WITH THIS PROJECT.

DBE CERTIFICATION REQUIRED - 0%

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

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PART I
SCOPE OF WORK

ADMINISTRATIVE DISTRICT - 02

CONTRACT ID - 242971

NH 0101 (100)

COUNTY - DAVIESS

PCN - MB03002312401

NH 0101 (100)

WILLIAM H. NATCHER BRIDGE (US 231) WILLIAM NATCHER BRIDGE OVER OHIO RIVERBRIDGE REPAIRS SYP
NO. 02-10021.00.

GEOGRAPHIC COORDINATES LATITUDE 37:54:07.00 LONGITUDE 87:02:05.00

ADT

COMPLETION DATE(S):

COMPLETED BY 06/30/2025

APPLIES TO ENTIRE CONTRACT

220 CALENDAR Days

APPLIES TO 030B00164N

CONTRACT NOTES

PROPOSAL ADDENDA

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

BID SUBMITTAL

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

JOINT VENTURE BIDDING

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

UNDERGROUND FACILITY DAMAGE PROTECTION

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

REGISTRATION WITH THE SECRETARY OF STATE BY A FOREIGN ENTITY

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

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

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

SPECIAL NOTE FOR PROJECT QUESTIONS DURING ADVERTISEMENT

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

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

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

HARDWOOD REMOVAL RESTRICTIONS

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

INSTRUCTIONS FOR EXCESS MATERIAL SITES AND BORROW SITES

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

ACCESS TO RECORDS

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

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

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

BOYCOTT PROVISIONS

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

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

LOBBYING PROHIBITIONS

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

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

October 4, 2023

1.0 BUY AMERICA REQUIREMENT.

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

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

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

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

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

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

Use foreign materials only under the following conditions:

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

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

2.0 – BUILD AMERICA, BUY AMERICA (BABA)

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

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

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

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

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

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

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

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

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

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

October 26, 2023 Letting

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

10/26/2023

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

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

Date Submitted: _____

Contractor: _____

Signature: _____

Printed Name: _____

Title: _____

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

FEDERAL CONTRACT NOTES

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

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

CIVIL RIGHTS ACT OF 1964

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

NOTICE TO ALL BIDDERS

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

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

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

SECOND TIER SUBCONTRACTS

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

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

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

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

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

DBE GOAL

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

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

OBLIGATION OF CONTRACTORS MRA(1)

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

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

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

CERTIFICATION OF CONTRACT GOAL

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

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

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

DBE PARTICIPATION PLAN

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

The DBE Participation Plan shall include the following:

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

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

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

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

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

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

CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS

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

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

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

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

FAILURE TO MEET GOOD FAITH REQUIREMENT

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

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

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

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

SANCTIONS FOR FAILURE TO MEET DBE REQUIREMENTS OF THE PROJECT

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

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

PROMPT PAYMENT

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

CONTRACTOR REPORTING

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

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

***** IMPORTANT *****

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

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

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

DEFAULT OR DECERTIFICATION OF THE DBE

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

PROHIBITION ON TELECOMMUNICATIONS EQUIPMENT OR SERVICES

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

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

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

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

SECTION 7 is expanded by the following new Article:

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

Pursuant to Title 46CFR Part 381, the Contractor agrees

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

**SPECIAL NOTES
DISTRICT NO. 2
DAVISS COUNTY
WILLIAM H. NATCHER BRIDGE REPAIRS
ITEM NO. 2-10021.00 ~ NH 0101 (100)
CID 242971**

FD52 030 0231 013-015

Daviess County ~ US 231 over Ohio River **Bridge 030B00164N at 14.81**

Geographic Coordinates

Latitude 37° 54' 07.00'' (37.9020)

Longitude -87° 02' 05.00'' (-87.0347)

Description

109'-2~110'-112' PCIB Spans, 273'-355'-275' WSPG Spans, 500'-1200'-500' Cable Stayed Spans, 500'-273' WSPG Spans, 3~137'-136' PCIB Spans. Drawing No. 22537

SPECIAL NOTES FOR BRIDGE REPAIRS

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SPECIAL NOTE FOR REPLACEMENT OF UPPER NEOPRENE BOOTS

SPECIAL NOTE FOR STAY CABLE PROTECTIVE TAPE REPAIR

SPECIAL NOTE FOR BRIDGE PLANS

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

I. COMPLETION DATE. The Contractor has the option of selecting the starting date for this Contract. Once selected, notify the Department in writing of the date selected at least two weeks prior to beginning work. All work is to be completed by June 30, 2025. An allotted amount of time is assigned to each structure in this contract for completion of the bridge deck restoration work as shown below.

<u>STRUCTURE</u>	<u>ALLOTTED WORKING DAYS</u>	<u>COMPLETION DATE</u>
030B00164N	220	June 30, 2025

Contrary to Section 108.07.02, the Engineer will begin charging time when the Contractor starts work or sets up traffic control on the structure to begin work. Prior to the start of work, the Contractor will be permitted two days to set up a single lane closure to take measurements, view conditions, and/or other activities to gather necessary information to support the rehabilitation work. The Contractor may relocate the single lane closure as many times as desired within this timeframe so long as no more than one single lane closure is in place at any given time. The Engineer will not charge time for these days. Schedule these closures with the Engineer at least one week prior to setting up the closures.

II. LIQUIDATED DAMAGES. The Department will assess liquidated damages in accordance with the Transportation Cabinet, Department of Highway’s 2019 Standard Specifications for Road and Bridge Construction, Section 108.09, when either the allotted number of working days or the December 31, 2025 date is exceeded.

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

**SPECIAL NOTE FOR PRE-BID CONFERENCE
PRE-BID VIDEO CONFERENCE
DISTRICT NO. 2
DAVISS COUNTY
WILLIAM H. NATCHER BRIDGE REPAIRS
ITEM NO. 2-10021.00 ~ NH 0101 (100)
CID 24-2971**

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

PRE-BID WEBINAR

DATE: Monday, February 12, 2024

TIME: 11:00 AM EST

OPTIONAL FIELD REVIEW

DATE: Thursday, February 15, 2024

TIME: 10:00 AM CST/11:00 AM EST

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

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

Companies planning to bid must register for the Webinar by 10:00 AM EST on Monday, February 12, 2024, and shall be in attendance during the webinar. The following information will be required at registration to obtain the link to the Webinar: First Name, Last Name, Company Name, Email Address, Job Title, and Mailing Address. Once registered, a link will be sent to the email provided.

Link to Register for Pre-Bid Webinar:

<https://events.gcc.teams.microsoft.com/event/c597925e-b942-4609-894e-85660444019e@d77c7f4d-d767-461f-b625-0628792e9e2a>

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

An optional site visit will be held on the project site on Thursday, February 15, 2024, at 10:00 AM CST/11:00 AM EST. A lane closure will be provided on the **NORTHBOUND LANES** to provide parking and access to the structure. All attendees shall wear appropriate safety apparel while on the bridge deck. Attendees wishing to climb and inspect the towers shall provide protective equipment (PPE), satisfying all applicable safety requirements. Contractors who want to attend the site visit shall RSVP during the Pre-Bid Webinar. The Project Manager will ask each representative whether they plan to participate in the site visit after the Webinar.

Disabled individuals wishing to attend either the Pre-bid Webinar or the Onsite visit who need special accommodations should contact the project manager, Mr. Ashley Graves, at the Kentucky Transportation Cabinet in Frankfort, Kentucky, at ashley.graves@ky.gov or (502) 564-4556 to request assistance.

SPECIAL NOTE FOR TRAFFIC CONTROL

- 1. TRAFFIC CONTROL GENERAL.** Except as provided herein, maintain and control traffic in accordance with the 2019 Standard Specifications, the current edition of Standard Drawings, and the attached detail drawings.

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

Traffic Control shall be two directional traffic with minimum lane widths of 12'-0".

- 2. SIGNS.** All signs used at night shall be either retroreflective with a material that has a smooth, sealed outer surface or illuminated to show the same shape and similar color both day and night. The requirement for sign illumination shall not be considered to be satisfied by street, highway, or strobe lighting. Just prior to erecting Traffic Control Devices, reduce the speed to 50 mph. Payment for the signs shall be at the square foot bid price for Signs. Setting, resetting, removing, covering, and relocating of the signs shall be incidental to the unit price bid for Signs.

Traffic control signs in addition to normal lane closure signing details in the drawings may be required by the Engineer. Signage for restricting width, reduced speed limit, and double fine work zones shall be furnished, relocated, and maintained by the Contractor. Setting, resetting, removing, covering, and relocating signs shall be incidental to the price bid for Temporary Signs.

Signs to be located along the bridge shall be clamped to the concrete bridge railing. No welding or drilling shall be permitted.

- 3. PRE-WORK SITE ACCESS.** As detailed in the Special Note for Contract Completion Date and Liquidated Damages on Bridge Repair Contracts, the Contractor will be permitted two days to set up a single lane closure to take measurements, view conditions, and/or other activities to gather necessary information to support the rehabilitation work. This closure may run for the full length of the bridge, may be set up on either the northbound or southbound side, and may be switched between sides so long as only one lane closure is in place at a time.

The Engineer will not charge time for these days. Schedule these closures with the Engineer at least one week prior to setting up the closures.

- 4. PROJECT PHASING & CONSTRUCTION PROCEDURES.** Portable Changeable Message Signs (PCMSs) are not anticipated on this project. The Department will provide and maintain PCMSs, if needed, at the time of construction.

The phasing of the maintenance of traffic shall be as detailed on the design drawings. This will provide the Contractor full access to either the northbound or southbound lanes at one time with bi-directional traffic carried on the opposite side of the bridge. Prior to or following the primary phases of the project, the Contractor may set up a single lane closure in each direction to perform work that does not require the full width of one side of the bridge. No work may be done on the upper ends of the cables on the outsides of the towers unless traffic is shifted to the opposite side of the bridge. The length of lane closures shall be only that needed for the diversion of traffic and shall be left in place only long enough to complete each phase of the work. Conform to the standard lane closures drawings, buffer zones, and taper lengths. No separate payment will be made for single lane closures. They will be incidental to Maintain and Control Traffic.

For the full duration of the construction, the Contractor shall post a 50 mile per hour speed limit for the extents of the construction activities.

If the project is underway by Memorial Day, the Contractor is permitted to work on Memorial Day weekend. The Contractor is also permitted to work over the Fourth of July and Labor Day weekends. If construction is in progress during the Owensboro Air Show (currently scheduled for September 13-15, 2024), construction activities may have to be briefly halted while the Blue Angles are practicing in the vicinity of the bridge. The Contractor will be notified at least ten days in advance if construction will be affected.

Work must be completed and bridge fully open to traffic prior no later than 11:59 PM on June 30, 2025.

5. **BARRICADES.** Contrary to Section 112.04.04 of the Standard Specifications, barricades used to protect removal areas and to close lanes will be incidental to "Maintain and Control Traffic".
6. **TRAFFIC COORDINATOR.** Designate an employee to be Traffic Coordinator. In addition to the requirements of Section 112.03.10, during any period when a lane closure is in place, the Traffic Coordinator shall arrange for personnel to be present on the project at all times to inspect the traffic control and to maintain the signing and devices. The project personnel shall have access on the project to a radio or telephone to be used in case of emergencies or accidents. The Department will consider the cost of the Traffic Coordinator incidental to the price bid for Maintain and Control Traffic.
7. **PROTECTION BELOW THE STRUCTURE.** No material should be allowed to drop into the waterway below or on to the ground below the structure unless the area is blocked from public access, where applicable, and permission is given by the Engineer.
8. **TUBULAR MARKERS.** Tubular markers shall be placed along the centerline of the roadway between the crossovers where two directional traffic is in place on one side of the existing roadway.

9. MEASUREMENT

- A. Signs.** The Department will measure the quantity of Temporary Signs per Section 112.04.02 of the Standard Specifications.
- B. Lane Closures.** Contrary to Section 112, lane closures of any type will not be measured for payment but are considered incidental to the bid item “Maintain and Control Traffic, Lump Sum.
- C. Arrow Panels.** The Department will measure the quantity by each individual unit per Section 112.04.05 of the Standard Specifications.
- D. Relocate Crash Cushion.** The Department will measure the number of individual times that a temporary crash cushion has to be moved and assembled at a new location between successive phases of the project.
- E. Concrete Barrier Wall Type 9T.** The Department will measure the length of concrete barrier wall installed and accepted per Section 509.04.01.
- F. Tubular Markers.** The Department will measure the quantity by each individual unit, including replacement unit per Section 112.04.03 of the Standard Specifications.
- G. Pavement Striping.** The Department will measure the quantity of Permanent Pavement Striping per Section 713.04.01 of the Standard Specifications.
- H. Temporary Pavement Striping.** The Department will measure the quantity of Temporary Pavement Striping per Section 112.04.07 of the Standard Specifications.
- I. Crash Cushion Type VI Class BT TL3.** The Department will measure the quantity of temporary crash cushions per 112.04.12.
- J. Maintain and Control Traffic.** The Department will measure the quantity by lump sum per Section 112.04.01 of the Standard Specifications. All materials and labor necessary to maintain and control traffic per this Note, the Standard Specifications, and the attached detail drawings that are not listed above shall be considered incidental to this item of work.

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

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
02003	Relocate Temp Conc Barrier	Linear Foot
02562	Temporary Signs	Square Foot
02650	Maintain and Control Traffic	Lump Sum
02775	Arrow Panel	Each
02898	Relocate Crash Cushion	Each
03171	Concrete Barrier Wall Type 9T	Linear Foot
03225	Tubular Markers	Each
06514	Pave Striping – Perm Paint – 4 In	Linear Foot
06550	Pave Striping – Temp Rem Tape – W	Linear Foot
06551	Pave Striping – Temp Rem Tape – Y	Linear Foot
06556	Pave Striping - DUR TY 1 - 6 IN W	Linear Foot
06557	Pave Striping - DUR TY 1 - 6 IN Y	Linear Foot
08903	Crash Cushion Ty VI Class BT TL3	Each

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

SPECIAL NOTE FOR FREE LENGTH REPAIR

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

The free length is from the upper fusion coupler at the high end of the lower connection sleeves (LCSs) to the lower fusion coupler at the low end of the upper connection sleeves (UCSs). Two types of repair procedures may be necessary to repair the free length. Construction-Repair Procedure Type A (Type A) consists of HDPE welding (welding) of the existing cracks or deficiencies which do not contain damaged grout within the HDPE pipe (pipe) interiors and whose cracks are not too wide to weld. Construction-Repair Procedure Type B (Type B) consists of repairing HDPE pipe sleeves (pipe sleeves) and remedial grouting where existing cracks are too wide to seal by just welding.

This work consists of the following: (1) Furnish all labor, materials, tools, and equipment including all necessary electrical power and lighting; (2) Verification of additional deficiencies; (3) Repair of the free length and/or grout repair; and (4) Any other work specified as part of this contract.

Welders shall submit qualifications that shall include, at a minimum, preparation and submittal of three sample welds for each weld operator, subject to approval of the Engineer. Welding may only be performed by personnel whose qualifications have been approved by the Engineer.

2. **MATERIALS.**
 - A. **Welding Rod.** The Contractor shall submit welding rod material specifications for approval by the Engineer.
 - B. **Post-tensioning Grout.** Use grout which meets or exceeds the requirements of PTI M55.1-19 Class C pre-packaged thixotropic grout and in accordance with the manufacturer's recommendations.
 - C. **New HDPE Pipe Sleeve.** Use HDPE pipe sleeves that meet or exceeds the requirements of PTI M55.1-19 and in accordance with the manufacturer's recommendations.
3. **EQUIPMENT.**
 - A. **Welding Equipment.** The Contractor shall submit the welding equipment specifications for approval by the Engineer.
 - B. **Grouting Equipment.** Grouting equipment is to be in accordance with PTI M55.1-19 or equal. The Contractor is responsible for providing electric power and lighting for his operations, as well as furnishing vacuum grouting equipment with volumeters to determine void and grout volumes if needed.
4. **CONSTRUCTION.**
 - A. **Stay Cable Free Length Repair – General Construction Procedure**

- i. **Free length repair documentation.** The Contractor shall submit a blank form for approval by the Engineer, to be completed at each deficiency location at least two weeks before the Contractor commences work on the free length repairs. The blank form shall be filled out to include the type of deficiency, size, location, repair performed to correct the deficiency, weld operator, and photographs showing the deficiency before and after repair. The blank form shall be capable of being utilized for Type A and Type B repairs.
- ii. **General procedures.** For Type A and Type B repairs, the following procedures shall be adhered to: Prior to any deficiency that requires welding, the Engineer shall determine if the existing HDPE pipe surfaces shall be chamfered at 30 degrees and scraped to new material. The area around the deficiency shall be pre-heated before welding. Welding shall be completed within 10 minutes of scraping existing HDPE pipe surfaces. When the deficiency is too wide to weld, it shall be repaired with approved HDPE pipe material then welded to the satisfaction of the Engineer. The area around the deficiency being welded shall be protected from wind speeds of more than 20 mph during welding. If welding is performed when the wind speed exceeds 20 mph, the area being welded shall be sheltered by a temporary protective barrier to the satisfaction of the Engineer. When the welding is completed, all welds shall be ground smooth to their respective adjacent existing surfaces. The repair shall ensure the free length is in as good or better than its original condition.

B. Stay Cable Free Length Repair-Type A

- i. **Verification of field deficiencies.** The Contractor shall inspect each stay cable free length from its lowest to highest point to check for deficiencies such as cracked/missing grout ports, cracks, gouges in the stay pipe free length, or other found deficiencies. Special attention shall be given to the locations of the existing cross tie clamps. If deficiencies are found during repairs of the stay cable system, the Contractor shall report these deficiencies and receive approval from the Engineer to repair these deficiencies. The Engineer shall determine either Repair Procedures Type A or Type B. The following repair is for Type A:
- ii. **Free Length Repair-Type A – welding.** The Contractor shall weld the deficiency to the approval of the Engineer. After the weld(s) cool, they shall be trimmed and ground smooth. The repair shall ensure the free length is in as good or better than its original condition.

C. Stay Cable Free Length Repair-Type B

- i. **Free length Type B repair – sleeve.** The Contractor shall design and submit for the Engineer's approval a method to restrain excessive vibration in the

stay cables during repair operations. Cut the existing HDPE pipe utilizing a vibrating multi-tool. The extents of removal are defined in the plans. The stop depth of the tool shall be set 1/16 inch less than the wall thickness of the HDPE pipe. The cut shall be finished by using a file. Remove exterior grout within limits identified by the Engineer, exposing all outer strands of the strand bundle if instructed by the Engineer. Exposed strands with surface corrosion shall be wire brush cleaned. The Contractor shall provide access for the Engineer to inspect the repair area after cleaning strands, Contractor shall assume a minimum of one hour at each location for inspection by the Engineer. The Contractor shall fabricate a new HDPE replacement pipe sleeve (replacement pipe) allowing for a minimum of 2” overlap beyond limits of removed HDPE pipe. Longitudinal cuts shall be made along the replacement pipe, creating two semicircular halves. Assemble the two semicircular halves of the replacement pipe around the removed section with straps. The Contractor shall join the semicircular halves by welding. Repeat these steps for the lower and upper circumferential surfaces. After the welds cool, they shall be trimmed and ground smooth. If voids exist in the grout of the deficient area, utilize vacuum/pressure grouting to fill void(s) with approved grout as per PTI M55.1-19. The repair shall ensure the free length is in as good or better than its original condition.

- ii. **Free length Type B repair-grouting.** The Contractor shall determine the grout void limits around the damaged portion of HDPE pipe and drill a hole in the replacement pipe within the HDPE pipe repair limits. Attach a T-Connector to the drilled hole and attach two lines to it, each with a shut-off valve. Attach a grout injection pipe to one of the lines, and a vacuum pump to the other line. When no more air or water can be withdrawn by the vacuum pump, switch valves and inject grout under pressure. The Contractor shall repair the drilled hole made in the replacement pipe for grout injection using standard HDPE welding equipment and practices. The repair shall ensure the free length is in as good or better than its original condition. The Contractor may submit written procedures for injection of the grout retrofit to replace this sequence and submit to the Engineer for approval or non-approval.

5. MEASUREMENT.

- A. Stay Cable Free Length Repair-Type A.** The Department will measure quantity of stay cable free length repair by each.
- B. Stay Cable Free Length Repair -Type B.** The Department will measure quantity of stay cable free length repair by each.

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

<u>Code</u>	<u>Pay Item</u>	<u>Supplemental Description</u>	<u>Pay Unit</u>
26214EC	STAY CABLE FREE LENGTH REPAIR	TYPE A	EACH

26214EC STAY CABLE FREE LENGTH REPAIR TYPE B EACH

SPECIAL NOTE FOR FRICTION DAMPER RETROFIT

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

Installation will commence after installation of the Cable Stay Protective Tape Repair is completed. Contractor shall consider the installation of the Cable Stay Protective Tape Repair will occur before friction damper retrofit installation and after removal of the wind tie assemblies. This shall be addressed in the procedures in Section 4B-i. All internal damper systems must meet the design requirements within this Special Note. Contractor may submit a different internal damper system, provided it meets the design requirements within this Special Note and subject to the Engineers Approval.

This work consists of the following: (1) Design for performance and service life of friction dampers based on provided performance criteria; (2) Furnish all labor, materials, tools, and equipment including all necessary electrical power and lighting; (3) Wind tie removal; (4) Install new steel guide pipe; (5) Install new friction damper; (6) Install new neoprene boot; and (7) Any other work specified as part of this contract.

2. **MATERIALS.**

- A. **Friction Damper Retrofit Design and Installation.** The Contractor shall submit to the Engineer, for review and approval, all design shop drawings, installation procedures, in-situ friction damper test procedures, material specifications, and working drawings that describe the details and materials required to complete the repair work, eight weeks before commencement of the work. Submittals shall include but not be limited to; mill certifications of all structure steel components used, and material certifications of all steel components used not including a mill certificate. **The Contractor shall provide an inspection and maintenance manual for the friction dampers that provides information on the inspection, care, and maintenance of the friction dampers for review and approval by the Engineer. Required maintenance should be limited to five- or ten-year intervals. Care and maintenance information shall be sufficient to allow for the friction damper to perform satisfactory for its stated service life.**
- B. **Steel Guide Pipe.** Use ASTM A709 Grade 50 Galvanized, per ASTM A123.
- C. **Neoprene Boot and Zipper.** See Special Note for Replacement of Upper Neoprene Boots.
- D. **Stainless Steel Punch Lock Band Clamp.** See the Special Note for Replacement of Upper Neoprene Boots.
- E. **SIKAFLEX Construction Sealant.** 111 Stick & Seal in gray color or approved equal.

3. EQUIPMENT.

- A. **Equipment.** The Contractor shall provide all necessary equipment to perform the repair procedures. The Contractor shall submit the equipment specifications for approval by the Engineer.

4. CONSTRUCTION.

A. **Wind Tie Removal Friction Damper Retrofit**

- i. **Removal of wind ties.** After approval of the shop drawings for the proposed friction damper retrofit design and installation, the contractor shall submit procedures for the removal of the existing stay cable wind ties (wind ties). Removal of the wind ties shall consider sequencing of the friction damper installation with the removal of the wind ties and stay cable protective tape repair and ensure the stay cables throughout construction.
- ii. **Installation of new friction damper retrofit.** The Contractor shall utilize approved shop drawings of the proposed friction damper retrofit design and installation procedures for installation of the friction damper retrofit. Shop drawings shall include the damper, new steel guide pipe, and neoprene boot, as well as other required items. Contractor is responsible for all components of the friction damper retrofit, utilizing the wind analysis data as shown in the design drawings. The friction damper retrofit shall provide the recommended minimum damping percentage for each stay cable per the governing excitation source.
- iii. **Installation of new steel guide pipe and friction damper.** The Contractor shall install a new steel guide pipe that will encapsulate the new friction damper retrofit. The new guide pipes shall be mechanically connected to the existing guide pipes and allow removal for future inspection; no welding will be allowed as shown on sheet New Friction Damper Schematic in the design plans. The friction damper will be installed at the high end of the steel guide pipe.
- iv. **Installation of neoprene boots.** The Contractor shall install the protective neoprene boot so that the zipper is at the bottom face of the cable. **The neoprene boot shall not be installed until the protective tape has been installed.** The zippered protective boots shall be clamped securely by two (2) stainless steel punch lock clamps around the new steel guide pipe and the HDPE lower connection sleeve or HDPE pipe, respectively. Compress the boot 1 inch to provide excess material between upper and lower clamps, before installation of the clamps. The neoprene boots shall overlap the protective tape a minimum of 6". The protective tape shall be double wrapped and extended 6" into the neoprene boot and 12" up slope along the stay pipe from the end of the neoprene boot. A bead of 100% high grade SIKAFLEX sealant, or approved equal, shall be applied to the top and bottom edges of the protective boots and at the ends of the zippers to seal it along the steel guide pipe and the HDPE lower connection sleeve or HDPE

pipe. See the Special Note for Stay Cable Protective Tape Repair for addition information on the tape repair.

B. Damper Verification Testing

- i. **Damper verification testing.** The Contractor shall perform on site testing of all cables, after the wind ties have been removed, and after installation of the dampers to verify that the additional damping provided by the system meets the minimum damping requirements shown in the design plans. Following completion of these tests, the Contractor shall provide a cable damping evaluation report that demonstrates the performance of the vibration suppression system meets or exceeds the required performance level.

5. MEASUREMENT.

- A. Friction Damper Retrofit.** The Department will measure quantity of friction damper retrofit by each. This includes furnishing all material, labor, and equipment necessary for the work described in this Note except for the removal of the wind tie system.
- B. Wind Tie System Removal.** The Department will measure quantity of the removal of the wind tie system by lump sum. This includes furnishing all material, labor, and equipment necessary for removal of the wind tie system.

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

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
26215EC	FRICION DAMPER	EACH
26221ED	WIND TIE SYSTEM REMOVAL	LUMP SUM

SPECIAL NOTE FOR REMEDIAL GROUTING OF THE LOWER CONNECTION SLEEVES (LCS) AND UPPER CONNECTION SLEEVES (UCS) VOIDS

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

At least six (6) weeks before the scheduled stay cable grouting operations, a stay cable void grouting operations plan (grouting plan) shall be submitted for review and approval by the Engineer. The grouting plan and its requirements shall conform to PTI M55.1-19. The testing of the grout shall include, but not be limited to:

- i. **Two mud balance tests per day or when there is a visual or apparent change in the characteristics of the grout. For each test, two samples will be obtained, one at the mixer and one at the duct outlet.**
- ii. **A minimum of two fluidity (flow cone) tests per day. For each test, two samples will be obtained, one at the mixer and one at the duct outlet.**

Work shall not commence of grouting the LCS or UCS until the LCS or UCS have been repaired per the Special Note for the Repair of the Lower Connection Sleeves (LCS) and Upper Connection Sleeves (UCS) Exteriors.

All work described shall be performed under the direct, full-time supervision of a person who is a Certified Grouting Technician by the American Segmental Bridge Institute (ASBI) or has a Level 2 Bounded PT-Field Specialist Certification issued by the Post-Tensioning Institute (PTI). Submit written proof of certification before starting work and any personnel changes.

This work consists of the following: (1) Furnish all labor, materials, tools, and equipment including all necessary electrical power and lighting; (2) Locate voids in LCS and UCS; (3) Remove all debris, loose and poor-quality grout, and water from voids; (4) Pump grout into voids; and (5) Any other work specified as part of this contract.

2. **MATERIALS.**

- A. **Post-tensioning Grout.** Use a pre-packaged, cement-based grout mixture which meets or exceeds the requirements of PTI M55.1-19 Class C thixotropic grout and in accordance with the manufacturer's recommendations. Water for mixing shall be potable, clean, and free of injurious qualities or substances known to be harmful to cement or pre-stressed steel.

3. **EQUIPMENT.**

- A. **Grouting Equipment.** Grouting equipment is to be in accordance with PTI M55.1-19 or equal. The Contractor is responsible for providing electric power and lighting for his operations as well as furnishing vacuum grouting equipment with volumeters to determine void and grout volumes if needed. The Contractor shall submit the grouting equipment specifications and grout manufacturer's material

sheets two weeks prior to commencement of the grouting operation for approval by the Engineer.

4. CONSTRUCTION.

A. Grouting plan procedure.

- i. **Locate voids.** The Contractor shall submit a grouting plan that details void location techniques, void debris removal, grouting operation, post-grouting inspection, and resealing of grout ports two weeks before the commencement of grouting operations. The Contractor shall verify the locations of the voids with non-destructive equipment such as ground penetrating radar and/or soundings. Determine the extent of the voids by use of a borescope or an equivalent method and report these lengths and grout volumes to the Engineer for approval. If the Contractor is replacing a connection sleeve at a potential void location, the Contractor may with the Engineer's approval locate and prepare the voided area prior to installing retrofits. If the connection sleeve does not contain a void or the void is too small to be grouted, no payment will be made for the connection sleeve location. The Engineer will make the determination if a void exists and requires grouting and payment.

- ii. **Removal of void debris.** The Contractor shall remove debris, loose and poor-quality grout, and water from the voids. Use oil free high volume compressed air, vacuuming techniques, or other approved means of debris removal to the satisfaction of the Engineer. After removal of the debris, loose and poor-quality grout, and water, borescope photos will be obtained from the cleaned voids and provided to the Engineer.

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

- iii. **Grouting of stay cable voids.** The grouting procedure and its requirements shall conform to PTI M55.1-19. In the grouting plan, the Contractor shall describe the proposed grouting methods that may be used for the voids in the LCS and UCS, as well as the optimum potential locations of proposed grout ports and valves. All ports installed into the LCS and UCS voids by the Contractor shall have a minimum inside diameter of 1/2". The Contractor shall propose their protocol to determine the best remedial grouting method for each void location that reduces or eliminates the potential for water and air pockets in the grouted areas (pressure grouting, vacuum grouting, pressure assist vacuum grouting, or an equivalent method). The grouting procedure will be utilized at each void location before commencement of the grouting operation and approved by the Engineer. The Contractor shall submit a blank grout report form for the void locations for approval by the Engineer that will be completed during the grouting operation. The Contractor shall utilize the grout report form to

record and submit key data for each filled void location. Work shall not start until written approval of the grouting operations plan by the Engineer has been received.

- iv. **Post grouting inspection.** The Contractor shall inspect the grouted LCS and UCS of each day’s production in the presence of the Engineer 24 hours after grouting. Drill into existing grout ports at all high points along the LCS and UCS for inspection. Use drilling equipment that automatically shuts off when steel is encountered. Perform all inspections using borescopes and in presence of the Engineer. Where voids or soft grout are detected, remove unsound grout and fill voids using volumetric vacuum grouting process within 48 hours. Seal and repair all inlet/outlet voids that are produced by drilling for inspection as specified within four hours of completion of inspections if no additional voids are detected in the connection sleeves.
- v. **Removal and sealing of grout ports.** The Contractor shall propose a procedure in the grouting plan for removal and sealing of the grout ports and vents of the LCS and UCS to as good or better than the original condition. This shall be completed after the post grouting inspection has concluded to the satisfaction and approval of the Engineer.

5. MEASUREMENT.

- A. **Repair of LCS Voids.** The Department will measure the quantity of LCS voids repaired as each. This includes furnishing all material, labor, and equipment necessary for locating voids, removal of void debris, grouting of stay cable voids, and removal and sealing of grout ports as described in this Note.
- B. **Repair of UCS Voids.** The Department will measure the quantity of LCS voids repaired as each. This includes furnishing all material, labor, and equipment necessary for locating voids, removal of void debris, grouting of stay cable voids, and removal and sealing of grout ports as described in this Note.

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

<u>Code</u>	<u>Pay Item</u>	<u>Supplemental Description</u>	<u>Pay Unit</u>
26216EC	VOID REPAIR	LCS	EACH
26216EC	VOID REPAIR	UCS	EACH

SPECIAL NOTE FOR REPAIR OF LOWER CONNECTION SLEEVE (LCS) AND UPPER CONNECTION SLEEVE (UCS) EXTERIORS

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

This work consists of the following: (1) Furnish all labor, materials, tools, and equipment including all necessary electrical power and lighting; (2) Locate connection sleeve deficiencies; (3) Replace connection sleeves and fusion couplers; and (4) Any other work specified as part of this contract. The extents of the LCS and UCS are shown on Sheet S4.

2. **MATERIALS.**

- A. **Fusion Couplers.** See PTI DC45.1-18-3.5.3
- B. **Connection Sleeves.** See PTI DC45.1-18-3.5.3

3. **EQUIPMENT.**

- A. **Welding Equipment.** The Contractor shall submit the welding equipment specifications for approval by the Engineer.

4. **CONSTRUCTION.**

- A. **Connection Sleeve**

- i. **Locate connection sleeve deficiencies.** The Contractor shall verify the connection sleeve locations that have deficiencies, including but not limited to cracks in the HDPE connection sleeve, failed fusion welds, failed fusion couplers, and failed grout port plugs.
- ii. **Replace connection sleeves and fusion couplers.** At least six (6) weeks before the scheduled LCS and UCS repair operation begins, a connection sleeve repair plan (CSRP) shall be submitted by the Contractor for review and approval by the Engineer. The CSRP shall address the repair of deficiencies in the connection sleeves, fusion couplers, and stay pipes immediately adjacent to fusion couplers to as good or better than their original condition. All items shall be replaced with new material where possible. Each existing connection sleeve shall be evaluated as to its condition and if approved by the Engineer, shall be replaced with a new replacement connection sleeve. The CSRP may include a new split connection sleeve composed of two half connection sleeves to be welded together to form a complete connection sleeve. When the welding is completed, all welds will be ground smooth to their respective adjacent existing surfaces. Other items that cannot be replaced with new material shall have their respective repair procedures included in the CSRP. All

fusion couplers shall be replaced to as good or better than their original condition at the 96 LCS and 96 UCS locations. All repairs shall be performed to the satisfaction of the Engineer. The Contractor shall submit a blank connection sleeve report form for each of the repaired locations for approval by the Engineer that will be completed during the repair operation. The Contractor shall utilize the report form to record and submit key data and photographs for each of the repaired locations as approved by the Engineer.

Dispose of all removed material entirely away from the job site. This work is incidental to the contract unit price for "Connection Sleeve Repair."

5. MEASUREMENT.

- A. LCS Connection Sleeve Repair.** The Department will measure quantity of individual connection sleeve and their two respective fusion couplers repaired as each. This includes all material, labor, and equipment necessary for replacement of the connection sleeve and both fusion couplers as well as removal and disposal to complete the work in this Note.
- B. UCS Connection Sleeve Repair.** The Department will measure quantity of individual connection sleeve and their two respective fusion couplers repaired as each. This includes all material, labor, and equipment necessary for replacement of the connection sleeve and both fusion couplers as well as removal and disposal to complete the work in this Note.
- C. LCS Connection Sleeve Repair – Couplers Only.** At locations where the lower connection sleeves are not replaced, the Department will measure quantity of connection sleeve locations that will have only the fusion couplers repaired as each. This includes all material, labor, and equipment necessary for replacement of both fusion couplers at one connection sleeve, as well as removal and disposal to complete the work in this Note.
- D. UCS Connection Sleeve Repair – Couplers Only.** At locations where the upper connection sleeves are not replaced, the Department will measure quantity of connection sleeve locations that will have only the fusion couplers repaired as each. This includes all material, labor, and equipment necessary for replacement of both fusion couplers at one connection sleeve as well as removal and disposal to complete the work in this Note.

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

<u>Code</u>	<u>Pay Item</u>	<u>Description</u>	<u>Supplemental Pay Unit</u>
26217EC	CONNECTION SLEEVE REPAIR	LCS	EACH
26217EC	CONNECTION SLEEVE REPAIR	UCS	EACH
26217EC	CONNECTION SLEEVE REPAIR	LCS – COUPLERS ONLY	EACH
26217EC	CONNECTION SLEEVE REPAIR	UCS – COUPLERS ONLY	EACH

SPECIAL NOTE FOR REPLACEMENT OF GREASE IN THE LOWER ANCHORAGE CAPS (LAC) AND UPPER ANCHORAGE CAPS (UAC)

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

This work shall not commence until all the planned repairs to the stay cable system have been completed and the stay cable exteriors are impervious to the elements. The Contractor shall submit a Grease Injection Procedure Plan, including the grease pump specifications four weeks before commencing the repair to the Engineer for approval.

This work consists of the following: (1) Furnish all labor, materials, tools, and equipment including all necessary electrical power and lighting; (2) Remove anchorage caps; (3) Remove grease, debris, and gaskets; (4) Install new gaskets and attach anchorage caps with new bolts; (5) Inject new grease; and (6) Any other work specified as part of this contract.

2. **MATERIALS.**

- A. **Grease.** Post Tension 2 Extruder Renolit PTG, Fuchs Anticorit 2889, or approved equal. Grease performance specifications shall meet or exceed PTI M10.2-17 Table 2.2.2.1 "Performance Specification for PT Coating".
- B. **Gaskets.** NBR Rubber, 70 +/- 5 Durometer or approved equal.
- C. **Anchorage Cap Bolts.** Replace existing bolts with Hex Socket Head Cap Screws-7/16-14 UNC x 31.75 (1-1/4") Grade 8, Zinc Plated.

3. **EQUIPMENT.**

- A. **Greasing Equipment.** The Contractor shall use a pneumatic grease pump for all grease pumping operations. The Contractor shall submit the greasing equipment specifications in the Grease Injection Procedure Plan.

4. **CONSTRUCTION.**

- A. **Anchorage cap grease replacement.**
 - i. **Removal of anchorage cap.** The Contractor shall remove all upper and lower anchorage caps.
 - ii. **Removal of grease, debris, and gaskets.** The Contractor shall remove the existing grease, water, and debris from the anchorage cap interiors and clean the anchor head surfaces, strand tails, and wedges. The cleaning material shall be clean cloth rags or paper towels. Clean elements until the cleaning rags or paper towels have removed the free surface grease to the satisfaction of the Engineer. The Contractor shall allow enough time for the Engineer to inspect the exposed anchorage system for deficiencies.

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

Once the lower anchorage caps are removed and cleaned, they shall not be reinstalled for a minimum of 48 hours after the visual free water in the stay cable interiors cease to drain. The Contractor shall replace existing bolts with new bolts, as listed in Section 2.C., during reinstallation. Based on the field conditions of the free water drainage, the Engineer shall decide if the 48 hours after cessation of the free water visual drainage is enough time for the free water to drain completely on an anchorage-by-anchorage basis.

- iii. **Installation of new gaskets.** The Contractor shall install new gaskets as specified in 2.B., which are identical in size and shape to the existing gaskets attached to the removed anchorage caps.
- iv. **Injection of new grease.** The anchorage caps, when installed to the anchorages shall be oriented with the grease pumping openings at the lowest point possible and the smaller vent port oriented at the highest point possible for release of the air in the cap during the grease injection operation. The Contractor shall inject new grease into the anchorage caps using a grease injection procedure as listed in the Grease Injection Procedure Plan. The procedure shall ensure that all the air in the anchorage cap is replaced with grease. Injection and vent port caps shall be re-installed following the completion of grease injection. Any missing caps shall be replaced. The anchorage caps and gaskets shall be sufficiently compressed such that no grease is observed flowing out from the caps during and after the grease injection is completed.

5. MEASUREMENT.

- A. **Replacement of LAC grease.** The Department will measure quantity of individual anchorage cap grease replacement as each. This includes furnishing all material, labor, and equipment necessary for the removal of the anchorage caps, grease, water, and debris, installation of new gaskets, reinstalling the anchorage caps with new bolts, and injection of new grease.
- B. **Replacement of UAC grease.** The Department will measure quantity of individual anchorage cap grease replacement as each. This includes furnishing all material, labor, and equipment necessary for the removal of the anchorage caps, grease, water, and debris, installation of new gaskets, reinstalling the anchorage caps with new bolts, and injection of new grease.

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

<u>Code</u>	<u>Pay Item</u>	<u>Supplemental Description</u>	<u>Pay Unit</u>
26218EC	GREASE REPLACEMENT	LAC	EACH
26218EC	GREASE REPLACEMENT	UAC	EACH

SPECIAL NOTE FOR REPLACEMENT OF UPPER NEOPRENE BOOTS

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

The installation of the upper neoprene boots shall be performed after the stay cable protective tape repair is completed.

This work consists of the following: (1) Furnish all labor, materials, tools, and equipment including all necessary electrical power and lighting; (2) Field verification of all dimensions; (3) Removal of existing boot; (4) Installation of neoprene boot; and (5) Any other work specified as part of this contract.

2. **MATERIALS.**

- A. **Neoprene Boot.** Four weeks before commencement of the repairs, the Contractor shall submit to the Engineer, for review and approval, all shop drawings, test procedures, material specifications, and working drawings that describe the details and materials required to complete the repair work. Neoprene sheet shall be made of 0.125-inch-thick, 60 Shore A Durometer, virgin crystallization resistant polychloroprene with a tensile strength not less than 1,500 psi. The neoprene shall conform to the material properties as specified for Grade 3 of AASHTO M251. Installation at any one stay shall be manufactured from a single sheet of material.
- B. **Stainless Steel Punch Lock Band Clamp.** The new steel band clamps will be 1" wide by 0.03" (minimum) thick with stainless steel punch lock band clamps or approved equal. The Contractor shall determine the size of the clamps by field measurements. The material for band clamps shall be as per ASTM A167 stainless steel (AISI 301, 302, or 304) and all accompanying hardware shall be as per AISI 302 or 305, stainless steel or approved equal.
- C. **Neoprene Boot Zipper.** See ASTM D-2061. The zippers are to comply with all applicable test requirements and ASTM D-2050. The zippers are to comply with the descriptive parts of the standard. The zippers shall be full length and watertight so that it can be zipped in place around the anchorage transition pipe. The zipper shall be mechanically stitched to the protective boot. The Contractor shall submit shop drawings to the Engineer for approval.
- D. **SIKAFLEX Construction Sealant.** 111 Stick & Seal in gray color or approved equal.

3. **EQUIPMENT.**

- A. **Equipment.** The Contractor shall provide all necessary equipment to perform the repair procedures. The Contractor shall submit the equipment specifications for approval by the Engineer.

4. CONSTRUCTION.

A. Upper neoprene boot replacement.

- i. **Field verification of dimensions.** The Contractor shall field verify all dimensions shown on the Upper Neoprene Boot Replacement sheet in the plans for the purposes of fabrication.
- ii. **Removal of existing boot.** The Contractor shall remove all upper neoprene boots and clamps.

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

- iii. **Installation of neoprene boot.** The Contractor shall install the upper neoprene boot so that the zipper is at the bottom face of the cable.

The zippered protective boots shall be clamped securely by two (2) stainless steel punch lock clamps around the steel guide pipe and the HDPE anchorage transition pipe, respectively. Compress boot 1" to provide excess material between upper and lower clamps.

A bead of 100% high grade SIKAFLEX sealant, or approved equal, shall be applied to the top and bottom edges of the protective boots and at the ends of the zippers to seal it along the steel guide pipe and the anchorage transition pipe.

The protective tape shall extend 6" into the neoprene boot along the transition pipe on the first wrap. It will receive a second wrap at this location. For detailed instructions on the second wrap see the Upper Neoprene Boot Replacement sheet in the plans and the Special Note for Stay Cable Protective Tape Repair.

5. MEASUREMENT.

- A. **Upper Neoprene Boot Replacement.** The Department will measure quantity of upper neoprene boot replacement by each. This includes furnishing all material, labor, and equipment necessary for the field verification of dimensions, removal of neoprene boots, and installation of new neoprene boots.

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

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
26219EC	NEOPRENE BOOT REPLACEMENT	EACH

SPECIAL NOTE FOR STAY CABLE PROTECTIVE TAPE REPAIR

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

This work shall not commence until all the planned repairs to the stay cable system have been completed except for the installation of the upper neoprene boots and the friction damper guide pipe retrofits.

This work consists of the following: (1) Furnish all labor, materials, tools, and equipment including all necessary electrical power and lighting; (2) Prepare stay cable free length; (3) Wrap stay cable free length with protective tape; (4) Attach steel clamps, if required; and (5) Any other work specified as part of this contract.

2. **MATERIALS.**

- A. **Protective Tape.** Six weeks before commencement of the repair, the Contractor shall submit to the Engineer, for review and approval, all shop drawings, test procedures, material specifications, work plans, and working drawings that describe the details, materials, and installation instructions required to complete the repair work. Provide either an elastomeric cable wrap system or a butyl rubber wrap system designed to encapsulate and be adhered to existing stay cables to waterproof and provide UV protection with approximate applied thickness of 90 to 102 mils. The new protective system shall have pressure sensitive material on one side and be laminated to a release liner-carrier which shall separate smoothly from the tape without tearing.

Contractor may propose a different protective system for review and approval by the Engineer. The proposed protective system shall have the properties listed in the table below. Six weeks before the commencement of the repair, submit to the Engineer, for review and approval, results of mechanical and chemical/environmental test on the protective tape as listed in the table below.

Contractor shall demonstrate the cable wrapping procedure on a 20-foot length of PE pipe on a main cable that includes a diameter transition, to the satisfaction of the Engineer. The system must demonstrate a strong bond to existing stay cable and have a tight neat appearance. Protective tape shall maintain a smooth and water-tight wrap over the diameter transitions at the connection sleeves.

The new protective tape shall be self-extinguishing after exposure to flame, and will meet the following test requirements:

PROPERTY	VALUE	ASTM/OTHER TESTS
Tensile Strength	27 ± 2 lbs/inch-width	D1000
Elongation	90% min, 130% max.	D1000
Stiffness	55 ± 10mg/1 inch x 1 inch	Tappi T543 Test
Tear	4 lb.	D1004
Adhesion to PE	30 ± 2 oz./inch-width	D1000
Adhesion to Tellar Backing	60 ± 10 oz./inch-width	D1000
Working Temperature	30°F to 130°F	D1000
UV Resistance	UV Intensity of 21*10 ⁷ J/m ² /yr. w/ avg. temp. of 22°C	None

The new protective tape shall be white, matching color chip 17925 of Federal Standard No. 595a or equal.

- B. Stainless Steel Punch Lock Band Clamp.** The new steel band clamps shall be 1” wide by 0.03” (minimum) thick with stainless steel punch lock band or approved equal. The Contractor shall determine the size of the clamps by field measurements. The material for band clamps shall be as per ASTM A167 stainless steel (AISI 301, 302, or 304) and all accompanying hardware shall be as per AISI 302 or 305, stainless steel. The new stainless steel clamps or approved equal shall be placed over all new tape splices where required per manufacturer’s specifications. A minimum two turn overlap shall be used for tape splices.
- C. Protective Tape Cleaner.** The stay cables shall be cleaned per the requirements of the protective tape system. Where a cleaner is required for cleaning the stay cable prior to application of the new protective tape system, the protective tape cleaner shall have properties such that it is non-reactive with poly-vinyl-fluoride (PVF), neoprene, polyvinylchloride, polyethylene, or steel. The cleaner shall be able to clean the PVF surface without causing damage to the material. The protective tape cleaner shall be free of any petrochemical components and shall be non-toxic and safe for skin contact.

3. EQUIPMENT.

- A. Mechanical Wrapping System if Required by the Manufacturer.** Contractor shall provide the Engineer with the mechanical wrapping system documentation for his operations six (6) weeks prior to wrapping operations.

4. CONSTRUCTION.

- A. Protective Tape Repair**

- i. **Preparation of cable free length.** The protective tape and associated materials shall be stored in accordance with suppliers' recommendations. Prepare existing stay cables in accordance with manufacturer's recommendations and Special Note for Stay Cable Free Length Repair. Remove all existing protective tape where required by the new protective tape system. Remove existing helical fillets from the stay cables.
- ii. **Installation of tape.** Protective tape repair shall be started only after the approval of the shop drawings, working drawings, and work plans. The stay cable protective tape repair work shall be accomplished as per the repair procedures and details on the design plans. Obtain the services of the tape system supplier's personnel with onsite presence during the wrap installation for the trial demonstration and one complete stay cable application. Obtain technical support from tape manufacturer throughout the duration of the project as needed and when directed. Provide training to all personnel involved in wrapping process and notify the Engineer of qualified personnel approved for the work. If wrapping personnel should change, train new personnel and notify the Engineer when trained and approved for work. The protective tape system installation/application shall be certified by the system supplier that it has been installed correctly.

Cut the end of the new protective tape to a full semicircle. Start wrapping the new protective tape with three layers of 100% overlap, commencing up the transition pipe 6" below where the upper end of the of the friction damper neoprene boot will be installed. The wrapping shall be performed, when required, using an approved tape wrapping machine. Proceed upwards by helically wrapping the new protective tape with a 50% overlap. Continue wrapping the new protective tape and terminate 6" above where the lower end of the upper neoprene boot will be installed. Finish the wrap with three layers of 100% overlap of the tape. Cut the end of the new protective tape into a full semicircle. A second layer of protective tape will commence 6" below where the upper end of the friction damper neoprene boot will be installed; it will continue being wrapped a minimum of 12" beyond the end of where the friction damper neoprene boot will terminate. Another second layer of protective tape will commence 12" below where the lower end of the upper neoprene boot will be installed; it will continue being wrapped upward a minimum of 6" beyond the lower end of the upper neoprene boot. The friction damper neoprene boot and upper neoprene boot can be installed after the installation of the protective tape.

Where required by the protective tape system, use stainless steel punch lock band clamps or an approved equal to clamp the start and end of the protective tape. Additional clamps shall be installed as per the manufacturer's specifications along the entire cable length and at protective tape joints.

If the tape is damaged during the wrapping process, repair in accordance with manufacturer's approved written procedures. Manual wrapping is allowed where space limits the use of a wrapping machine, at changes in stay cable diameter and as directed by the Engineer. Splice rolls of tape in accordance with tape manufacturer's written procedures.

5. MEASUREMENT.

A. Stay Cable Protective Tape Repair. The Department will measure quantity of cable stay protective tape repair by lump sum. This includes furnishing all material, labor, and equipment necessary for the preparation of the stay cables and installation of the protective tape repair.

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

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
26220EC	STAY CABLE PROTECTIVE TAPE REPAIR	LUMP SUM

SPECIAL NOTE FOR BRIDGE PLANS

See Project Related Information for Bridge Plans.
Drawing Number 28289.



KENTUCKY TRANSPORTATION CABINET
Department of Highways
DIVISION OF RIGHT OF WAY & UTILITIES

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RIGHT OF WAY CERTIFICATION

<input checked="" type="checkbox"/>	Original	<input type="checkbox"/>	Re-Certification	RIGHT OF WAY CERTIFICATION
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ITEM #	COUNTY	PROJECT # (STATE)	PROJECT # (FEDERAL)
02-10021.00	Daviess	FD52 0300231 013-015	NH 0101(100)

PROJECT DESCRIPTION

Address deficiencies with Natcher Bridge over Ohio River.

No Additional Right of Way Required

Construction will be within the limits of the existing right of way. The right of way was acquired in accordance to FHWA regulations under the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, as amended. No additional right of way or relocation assistance were required for this project.

Condition # 1 (Additional Right of Way Required and Cleared)

All necessary right of way, including control of access rights when applicable, have been acquired including legal and physical possession. Trial or appeal of cases may be pending in court but legal possession has been obtained. There may be some improvements remaining on the right-of-way, but all occupants have vacated the lands and improvements, and KYTC has physical possession and the rights to remove, salvage, or demolish all improvements and enter on all land. Just Compensation has been paid or deposited with the court. All relocations have been relocated to decent, safe, and sanitary housing or that KYTC has made available to displaced persons adequate replacement housing in accordance with the provisions of the current FHWA directive.

Condition # 2 (Additional Right of Way Required with Exception)

The right of way has not been fully acquired, the right to occupy and to use all rights-of-way required for the proper execution of the project has been acquired. Some parcels may be pending in court and on other parcels full legal possession has not been obtained, but right of entry has been obtained, the occupants of all lands and improvements have vacated, and KYTC has physical possession and right to remove, salvage, or demolish all improvements. Just Compensation has been paid or deposited with the court for most parcels. Just Compensation for all pending parcels will be paid or deposited with the court prior to AWARD of construction contract

Condition # 3 (Additional Right of Way Required with Exception)

The acquisition or right of occupancy and use of a few remaining parcels are not complete and/or some parcels still have occupants. All remaining occupants have had replacement housing made available to them in accordance with 49 CFR 24.204. KYTC is hereby requesting authorization to advertise this project for bids and to proceed with bid letting even though the necessary right of way will not be fully acquired, and/or some occupants will not be relocated, and/or the just compensation will not be paid or deposited with the court for some parcels until after bid letting. KYTC will fully meet all the requirements outlined in 23 CFR 635.309(c)(3) and 49 CFR 24.102(j) and will expedite completion of all acquisitions, relocations, and full payments after bid letting and prior to AWARD of the construction contract or force account construction.

Total Number of Parcels on Project	EXCEPTION (S) Parcel #	ANTICIPATED DATE OF POSSESSION WITH EXPLANATION
Number of Parcels That Have Been Acquired		
Signed Deed		
Condemnation		
Signed ROE		

Notes/ Comments (Text is limited. Use additional sheet if necessary.)

LPA RW Project Manager		Right of Way Supervisor	
Printed Name		Printed Name	
Signature		Signature	Digitally signed by Jennifer K Cox Date: 2023.11.08 08:26:38 -06'00'
Date		Date	
Right of Way Director		FHWA	
Printed Name		Printed Name	
Signature	Digitally signed by Kelly Divine Date: 2023.11.14 10:10:36 -06'00'	Signature	
Date		Date	



KENTUCKY TRANSPORTATION CABINET
Department of Highways
DIVISION OF RIGHT OF WAY & UTILITIES

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RIGHT OF WAY CERTIFICATION

<input checked="" type="checkbox"/>	Original	<input type="checkbox"/>	Re-Certification	RIGHT OF WAY CERTIFICATION
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ITEM #	COUNTY	PROJECT # (STATE)	PROJECT # (FEDERAL)
02-10021.00	Daviess	FD52 0300231 013-015	NH 0101(100)

PROJECT DESCRIPTION

Address deficiencies with Natcher Bridge over Ohio River.

No Additional Right of Way Required

Construction will be within the limits of the existing right of way. The right of way was acquired in accordance to FHWA regulations under the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, as amended. No additional right of way or relocation assistance were required for this project.

Condition # 1 (Additional Right of Way Required and Cleared)

All necessary right of way, including control of access rights when applicable, have been acquired including legal and physical possession. Trial or appeal of cases may be pending in court but legal possession has been obtained. There may be some improvements remaining on the right-of-way, but all occupants have vacated the lands and improvements, and KYTC has physical possession and the rights to remove, salvage, or demolish all improvements and enter on all land. Just Compensation has been paid or deposited with the court. All relocations have been relocated to decent, safe, and sanitary housing or that KYTC has made available to displaced persons adequate replacement housing in accordance with the provisions of the current FHWA directive.

Condition # 2 (Additional Right of Way Required with Exception)

The right of way has not been fully acquired, the right to occupy and to use all rights-of-way required for the proper execution of the project has been acquired. Some parcels may be pending in court and on other parcels full legal possession has not been obtained, but right of entry has been obtained, the occupants of all lands and improvements have vacated, and KYTC has physical possession and right to remove, salvage, or demolish all improvements. Just Compensation has been paid or deposited with the court for most parcels. Just Compensation for all pending parcels will be paid or deposited with the court prior to AWARD of construction contract

Condition # 3 (Additional Right of Way Required with Exception)

The acquisition or right of occupancy and use of a few remaining parcels are not complete and/or some parcels still have occupants. All remaining occupants have had replacement housing made available to them in accordance with 49 CFR 24.204. KYTC is hereby requesting authorization to advertise this project for bids and to proceed with bid letting even though the necessary right of way will not be fully acquired, and/or some occupants will not be relocated, and/or the just compensation will not be paid or deposited with the court for some parcels until after bid letting. KYTC will fully meet all the requirements outlined in 23 CFR 635.309(c)(3) and 49 CFR 24.102(j) and will expedite completion of all acquisitions, relocations, and full payments after bid letting and prior to AWARD of the construction contract or force account construction.

Total Number of Parcels on Project		EXCEPTION (S) Parcel #	ANTICIPATED DATE OF POSSESSION WITH EXPLANATION
Number of Parcels That Have Been Acquired			
Signed Deed			
Condemnation			
Signed ROE			

Notes/ Comments (Text is limited. Use additional sheet if necessary.)

LPA RW Project Manager		Right of Way Supervisor	
Printed Name		Printed Name	
Signature		Signature	Digitally signed by Jennifer K Cox Date: 2023.11.08 08:26:38 -06'00'
Date		Date	
Right of Way Director		FHWA	
Printed Name		Printed Name	
Signature	Digitally signed by Kelly Divine Date: 2023.11.14 10:10:36 -06'00'	Signature	
Date		Date	



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

TC 58-48
Rev. 10/2019
Page 1 of 1

1. PROJECT SUMMARY

Item #: 2-10021	Project Sponsor: KYTC
Route(s): US-231	County: Daviess
Project Description: ADDRESS DEFICIENCIES WITH NATCHER BRIDGE OVER OHIO RIVER. JOINT PROJECT WITH INDIANA. (030B00164N) (BSBP)	



2. ENVIRONMENTAL DETERMINATION

Functional Area	Determination	Comments/Commitments/Mitigation
Public and Resource Agency Controversy	No	
Total acreage of fee simple ROW	0	
Number of Total Relocations	0	
Environmental Justice Impacts	No	
Section 106: Architectural Historic	No Effect	PA2 - received 12/4/2023
Section 106: Archaeological Resources	No Effect	PA2 - received 11/6/2023
Section 4(f)	No 4(f) Properties	
Section 6(f)	No 6(f) Properties	
Noise	Not a Type I	11/13/2023
Air Quality Impacts	No	
Hazardous Materials Impacts	No	11/13/2023
Section 7: T&E Species	No Effect	NE - 12/4/2023
Anticipated Feet of Stream Impacts	0	
Anticipated Acreage of Wetland Impacts	0	
Anticipated Permits	No	not required - 11/6/2023
Other:		
Other:		
Other:		

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

3. ENVIRONMENTAL DOCUMENT APPROVAL

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

 _____ District Environmental Coordinator	12/5/23 _____ Date	 _____ Project Manager	12/4/23 _____ Date
_____ Environmental Project Manager	_____ Date	_____ Director of Environmental Analysis	_____ Date
_____ Recommended by FHWA	_____ Date	_____ Federal Highway Administration	_____ Date

KYTC Item No: 2-10021.00

County: Daviess

Route: US 231

KYTC Historic Architectural Investigation Form

Project Description: ADDRESS DEFICIENCIES WITH NATCHER BRIDGE OVER OHIO RIVER. JOINT PROJECT WITH INDIANA. (030B00164N)
Rehabilitation of the Natcher Bridge consisting of cable repairs. Maintenance activities will consist of repairing cables and moving the wind ties. All work with occur within the paved roadway over the bridge.

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

- Yes
- No (Continue)

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

Yes (List project activity types) 21-Bridge maintenance

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

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

Project Area of Potential Effect is defined as:

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

Within view shed of project (Discuss): _____

Other (Discuss): _____

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

- Yes
- No
- N/A (Explain):

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

Yes

No

Date of Field Investigation: N/A

Investigator Name(s): Amanda Abner

Discuss Basis for finding

(Historic Mapping, PVA, Building Permit, Date of Construction, Deed/Title, etc.):
KYTC Bridge Inspection Database, Google Earth

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

Present within the
APE

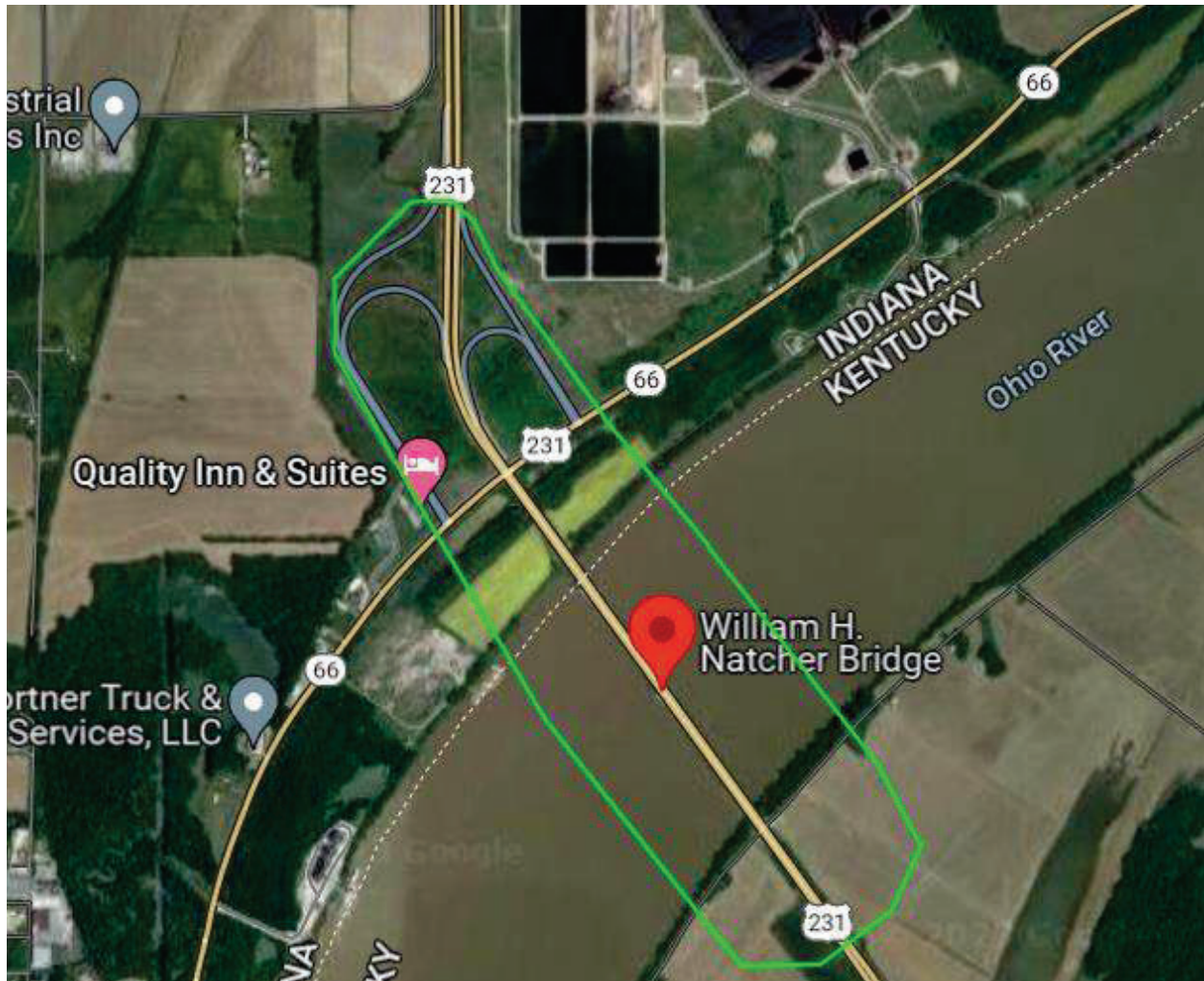
No Properties Eligible within APE

No Historic Properties Affected	
As Determined By:	
Amanda Abner	12/4/23
<hr/>	<hr/>
KYTC Representative	Date
<i>Kimberly Busby</i>	12/4/23
<hr/>	<hr/>
SHPO Representative	Date
<i>(Concurrence is assumed if no response is received within 30 days)</i>	
Attachments:	
<input checked="" type="checkbox"/> Map showing topography, APE and identified Historic	
<input checked="" type="checkbox"/> Relevant Photos (Overview and individual resources)	
<input checked="" type="checkbox"/> Project Plans	
<input type="checkbox"/> Other _____	
<input checked="" type="checkbox"/> Copy EPM	
<input checked="" type="checkbox"/> Copy DEC	
<input checked="" type="checkbox"/> Copy DEA Architectural Historian	
<input checked="" type="checkbox"/> Copy SHPO	

KYTC Item No: 2-10021.00

County: Daviess

Route: US 231



Area of Potential Effect and project location

KYTC Item No: 2-10021.00

County: Daviess

Route: US 231



US 231 Bridge over the Ohio River looking towards Kentucky, built in 2002 (KYTC Bridge Inspection database).

KYTC Item No: 2-10021.00

County: Daviess

Route: US 231

KYTC Archaeological Investigation Form

Project Description: ADDRESS DEFICIENCIES WITH NATCHER BRIDGE OVER OHIO RIVER.
JOINT PROJECT WITH INDIANA. (030B00164N)(BSBP)

USGS Quad Name: Rockport

USGS Date: 1952

Coordinates (Project center point) Decimal Degrees GRS 1980, NAD 83:
Long: -87.0321827263063°, Lat: 37.89932092635641°

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

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

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

- Yes (list project activity types) Type 21: Bridge Maintenance Activities

Rehabilitation of the Natcher Bridge consisting of cable repairs. Maintenance activities will consist of repairing cables and moving the wind ties. All work will occur within the paved roadway over the bridge.

Are all new or existing ROW areas previously disturbed?

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

The project consists of rehabilitation of existing cables and wind ties. All work will be conducted on the existing bridge deck/road within the existing right-of-way, and will not include any ground disturbance. The project has no potential to impact any archaeological sites or deposits.

KYTC Item No: 2-10021.00

County: Daviess

Route: US 231

No Historic Properties Affected

As Determined By:

B. M. Little

11/6/2023

KYTC Representative

Date

Stephanie Dooley

November 6, 2023

SHPO Representative

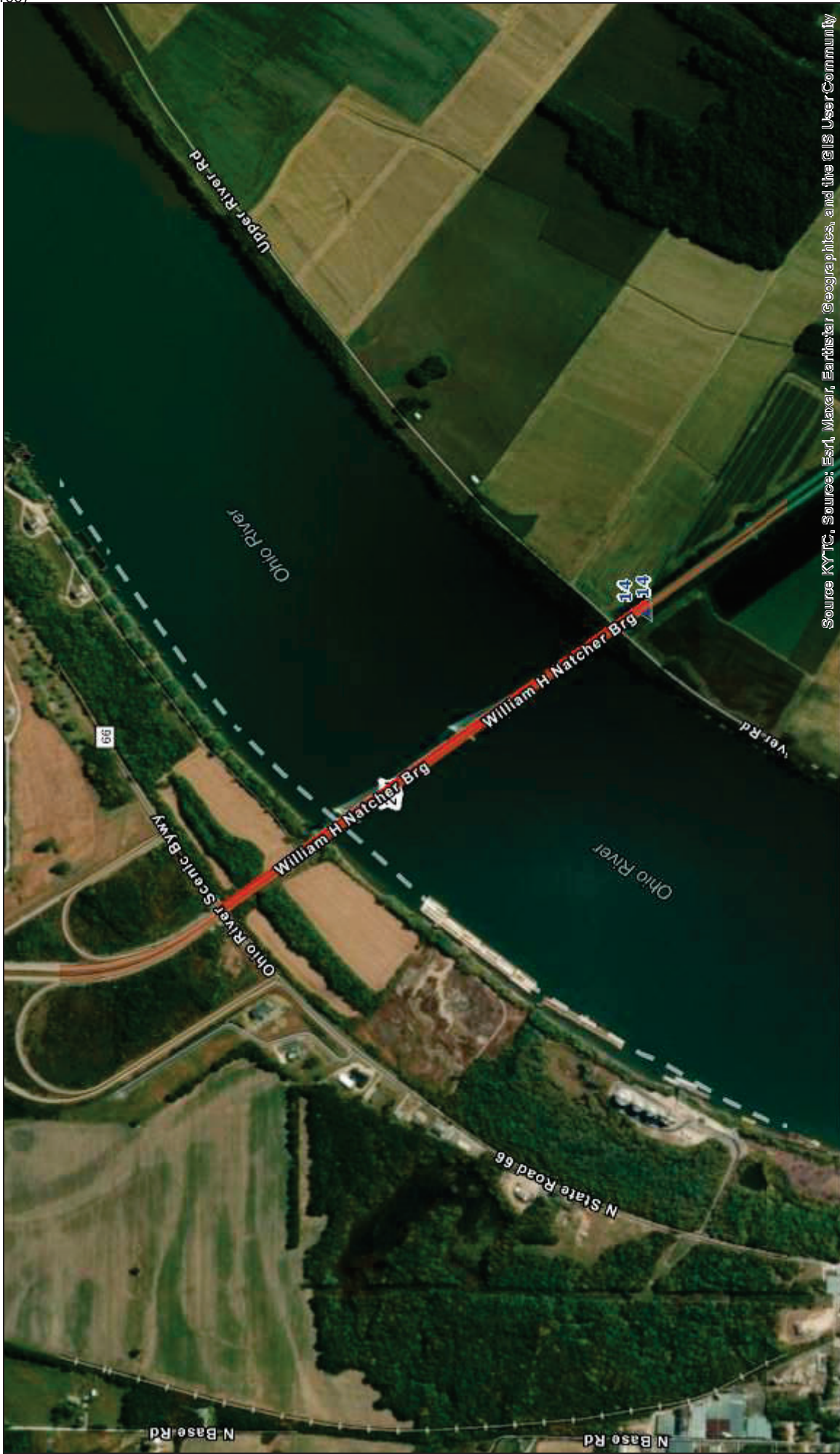
Date

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

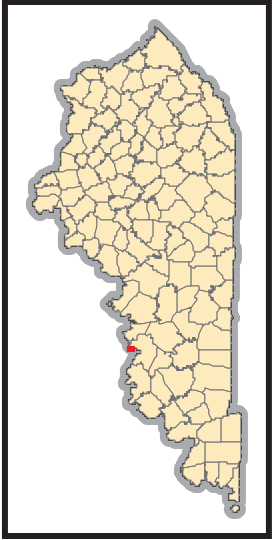
Attachments

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

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



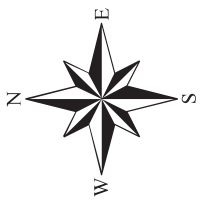
Source KYTC, Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



Author:
Date: 11/6/2023

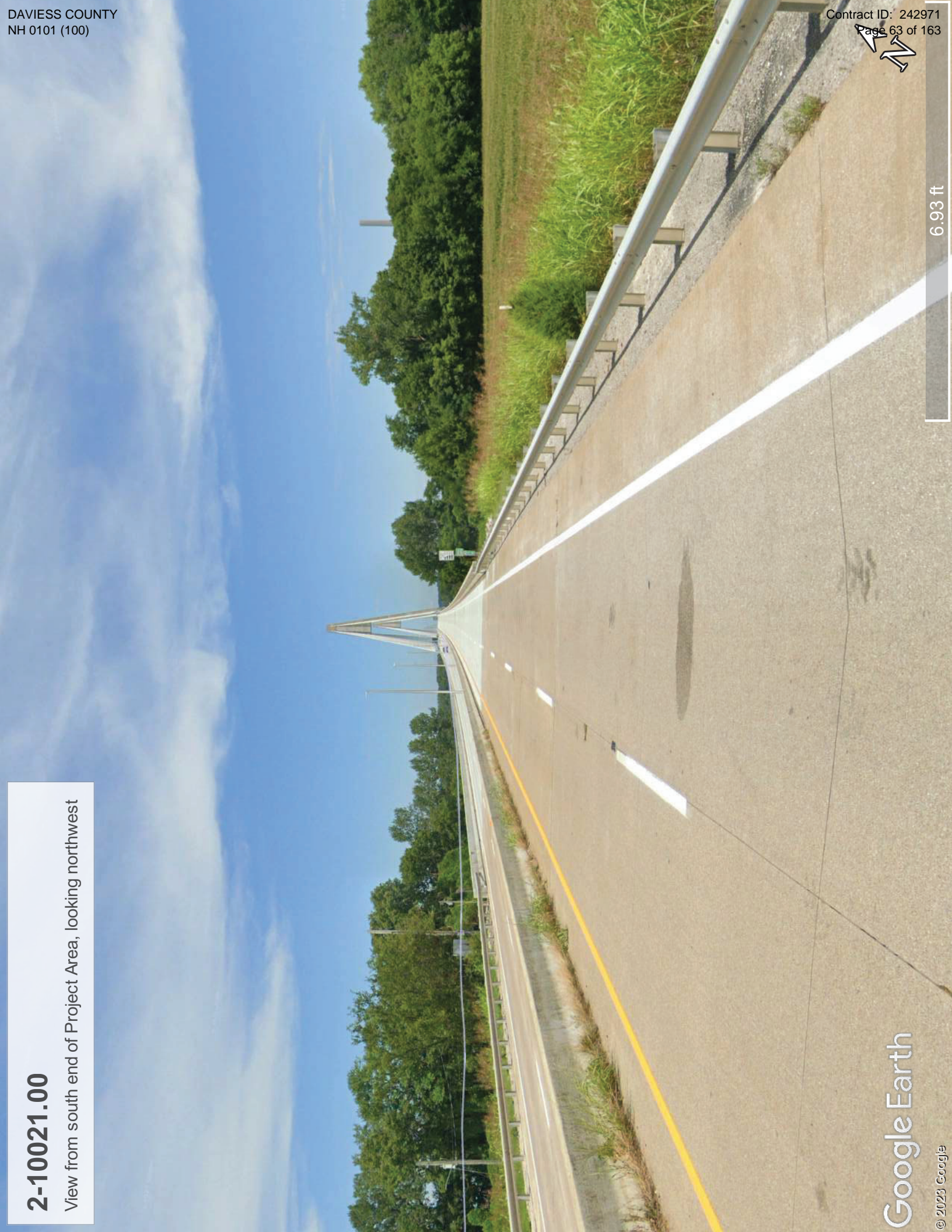
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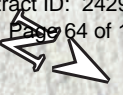
- Active Highway Plan Query Ext IPrd - SYP Query
- 2 Miles
- 5 Miles
- 2 Miles
- 1 Miles
- Road Exits



2-10021.00

View from south end of Project Area, looking northwest







5.75 ft

2-10021.00

View from north end of Project Area, looking southeast



	Kentucky Transportation Cabinet Federal Highway Administration NO EFFECT FINDING		
KYTC Item No:	2-10021	Route(s):	US-231
County(ies):	Daviess		
Project Description: (Type of improvement, areas to be impacted, crossroad improvements, easements, etc.)			
ADDRESS DEFICIENCIES WITH NATCHER BRIDGE OVER OHIO RIVER. JOINT PROJECT WITH INDIANA. (030B00164N) (BSBP)			
<u>COUNTY LISTED SPP FOR PROJECT SITE:</u>			
<p> Gray Bat – <i>Myotis grisescens</i> Indiana Bat – <i>Myotis sodalis</i> Northern Long-eared Bat – <i>Myotis septentrionalis</i> Tricolored Bat – <i>Perimyotis subflavus</i> Clubshell – <i>Pleurobema clava</i> Fanshell – <i>Cyprogenia stegaria</i> Longsolid – <i>Fusconaia subrotunda</i> Northern Riffleshell – <i>Epioblasma rangiana</i> Orangefoot Pimpleback – <i>Plethobasus cooperianus</i> Pink Mucket – <i>Lampsilis abrupta</i> Rabbitsfoot – <i>Quadrula cylindrica cylindrica</i> Ring Pink- <i>Obovaria retusa</i> Rough Pigtoe – <i>pleurobea plenum</i> Sheepnose Mussel – <i>Plethobasus cyphus</i> </p>			
Methodologies: (Methods of assessment, who, what, when, resources, etc.)			
Biologist reviewed literature on listed species and used GIS mapping to investigate the conditions of the project area.			
Results: (Compare habitat used by listed species with available habitat)			
<p>The project is a CEMP level project that is No Effect by definition as determined by the KYTC/FHWA Determinations of No Effect Memorandum of Understanding (MOU), 2005. The project falls within the category of bridge deck overlays, bridge deck replacements and other maintenance activities.</p>			
Determinations: No Effect for listed species.			

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



KYTC Signature

12/4/2023

Date

Lauren Summers

Print Name

E.A.T.S. Milestones updated

Name

Date

ATTACHED: Project Photos & Agency Species List(s)

PART II
SPECIFICATIONS AND STANDARD DRAWINGS

STANDARD SPECIFICATIONS

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

SUPPLEMENTAL SPECIFICATIONS

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

PART III

EMPLOYMENT, WAGE AND RECORD REQUIREMENTS

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Assurances Required:

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

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

1. Minimum wages (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Withholding (29 CFR 5.5)

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

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

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

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

3. Records and certified payrolls (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

3. Withholding for unpaid wages and liquidated damages

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

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

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

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

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

3. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS**

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

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

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

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

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

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

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

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

Revised: January 25, 2017

Standard Title VI/Non-Discrimination Assurances

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

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

Standard Title VI/Non-Discrimination Statutes and Authorities

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

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

EXECUTIVE BRANCH CODE OF ETHICS

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

KRS 11A.040 (7) provides:

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

KRS 11A.040 (9) states:

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

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

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

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

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

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

Revised: May 23, 2022

"General Decision Number: KY20240040 01/05/2024

Superseded General Decision Number: KY20230040

State: Kentucky

Construction Type: Highway

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

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

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

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

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

ELECTRICIAN.....\$ 31.55 14.08

ELEC0816-002 07/01/2023

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

Rates Fringes

ELECTRICIAN.....\$ 34.94 28%+8.35

Cable spicers receive \$.25 per hour additional.

ELEC1701-003 07/01/2023

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

Rates Fringes

ELECTRICIAN.....\$ 35.60 8.35+30.8%

Cable spicers receive \$.25 per hour additional.

ELEC1925-002 06/01/2023

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

Rates Fringes

CABLE SPLICER.....\$ 27.30 15.03

ELECTRICIAN.....\$ 27.05 15.02

ENGI0181-017 07/01/2023

Rates Fringes

POWER EQUIPMENT OPERATOR

GROUP 1.....\$ 38.55 18.60

GROUP 2.....\$ 35.69 18.60

GROUP 3.....\$ 36.14 18.60

GROUP 4.....\$ 35.37 18.60

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - A-Frame Winch Truck; Auto Patrol; Backfiller;
Batcher Plant; Bituminous Paver; Bituminous Transfer
Machine; Boom Cat; Bulldozer; Mechanic; Cableway; Carry-All
Scoop; Carry Deck Crane; Central Compressor Plant; Cherry
Picker; Clamshell; Concrete Mixer (21 cu. ft. or Over);
Concrete Paver; Truck-Mounted Concrete Pump; Core Drill;
Crane; Crusher Plant; Derrick; Derrick Boat; Ditching &
Trenching Machine; Dragline; Dredge Operator; Dredge
Engineer; Elevating Grader & Loaders; Grade-All; Gurries;
Heavy Equipment Robotics Operator/Mechanic; High Lift;
Hoe-Type Machine; Hoist (Two or More Drums); Hoisting
Engine (Two or More Drums); Horizontal Directional Drill
Operator; Hydrocrane; Hyster; KeCal Loader; LeTourneau;
Locomotive; Mechanic; Mechanically Operated Laser Screed;
Mechanic Welder; Mucking Machine; Motor Scraper; Orangepeel
Bucket; Overhead Crane; Piledriver; Power Blade; Pumpcrete;
Push Dozer; Rock Spreader, attached to equipment; Rotary

Drill; Roller (Bituminous); Rough Terrain Crane; Scarifier;
Scoopmobile; Shovel; Side Boom; Subgrader; Tailboom;
Telescoping Type Forklift; Tow or Push Boat; Tower Crane
(French, German & other types); Tractor Shovel; Truck
Crane; Tunnel Mining Machines, including Moles, Shields or
similar types of Tunnel Mining Equipment

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

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

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

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

EMPLOYEES ASSIGNED TO WORK BELOW GROUND LEVEL ARE TO BE PAID
10% ABOVE BASIC WAGE RATE. THIS DOES NOT APPLY TO OPEN CUT
WORK.

IRON0070-005 06/01/2023

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

Rates Fringes

IRONWORKER

Structural; Ornamental;
Reinforcing; Precast
Concrete Erectors.....\$ 32.59 24.50

IRON0103-004 04/01/2023

DAVISS, HANCOCK, HENDERSON, HOPKINS, MCLEAN, OHIO, UNION &
WEBSTER COUNTIES
BUTLER COUNTY (Townships of Aberdeen, Bancock, Casey,

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

	Rates	Fringes
Ironworkers:.....	\$ 31.99	26.20

IRON0492-003 05/01/2023		

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

	Rates	Fringes
Ironworkers:.....	\$ 32.53	17.23

IRON0782-006 08/01/2023		

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

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

LAB00189-005 07/01/2023		

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

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

LABORER CLASSIFICATIONS

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

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

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

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

LAB00189-006 07/01/2023

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

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 23.96	17.57

GROUP 2.....	\$ 24.26	17.57
GROUP 3.....	\$ 24.21	17.57
GROUP 4.....	\$ 24.86	17.57

LABORER CLASSIFICATIONS

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

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

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

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

LAB00561-001 07/01/2023

CRITTENDEN, HENDERSON, UNION & WEBSTER COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 24.81	17.60
GROUP 2.....	\$ 25.06	17.60
GROUP 3.....	\$ 25.11	17.60
GROUP 4.....	\$ 25.71	17.60

LABORER CLASSIFICATIONS

GROUP 1 - Aging & Curing of Concrete; Asbestos Abatement Worker; Asphalt Plant; Asphalt; Batch Truck Dump; Carpenter Tender; Cement Mason Tender; Cleaning of Machines; Concrete; Demolition; Dredging; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Level D; Flagperson; Grade Checker; Hand Digging & Hand Back Filling; Highway

Marker Placer; Landscaping, Mesh Handler & Placer; Puddler;
Railroad; Rip-rap & Grouter; Right-of-Way; Sign, Guard Rail
& Fence Installer; Signal Person; Sound Barrier Installer;
Storm & Sanitary Sewer; Swamper; Truck Spotter & Dumper;
Wrecking of Concrete Forms; General Cleanup

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

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

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

PAIN0032-002 09/01/2023

BALLARD COUNTY

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

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

PAIN0118-003 06/01/2014

EDMONSON COUNTY:

	Rates	Fringes
Painters:		
Brush & Roller.....	\$ 18.50	11.97
Spray, Sandblast, Power Tools, Waterblast & Steam Cleaning.....	\$ 19.50	11.97

PAIN0156-006 04/01/2023

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

Rates Fringes

Painters:

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

PAINTER CLASSIFICATIONS

GROUP 1 - Brush & Roller

GROUP 2 - Plasterers

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

GROUP 4 - Spray of Mastics, Creosotes, Kwinch Koate & Coal
Tar Epoxy

PAIN0500-002 06/01/2023

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

Rates Fringes

Painters:

Bridges.....	\$ 30.00	15.40
All Other Work.....	\$ 23.75	15.40

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

PLUM0184-002 07/01/2023

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

Rates Fringes

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

ALLEN, BUTLER, EDMONSON, SIMPSON & WARREN

Rates Fringes

Plumber; Steamfitter.....	\$ 38.07	20.78
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PLUM0633-002 07/01/2022

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

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

TEAM0089-003 03/31/2023		

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

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

GROUP 1 - Greaser; Tire Changer

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

GROUP 3 - Mixer All Types

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

TEAM0215-003 03/31/2023

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

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

GROUP 1: Greaser, Tire Changer

GROUP 2: Truck Mechanic

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

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

Pavement Breaker

TEAM0236-001 03/31/2023

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

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

GROUP 1: Greaser, Tire Changer

GROUP 2: Truck Mechanic

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

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

GROUP 5: Mixer All Types

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

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"

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

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

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

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

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

TO: EMPLOYERS/EMPLOYEES

PREVAILING WAGE SCHEDULE:

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

OVERTIME:

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

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

**TRANSPORTATION CABINET
PROJECT WAGE RATES**

DAVISS COUNTY, NH 0101 (100)

US231 William H Natcher Bridge over Ohio River 030B00164N

NOTICE:

There are three (3) sets of wage rates established for this project. The contractor shall use the appropriate federal wage rates as it applies to the work being performed.

- Decision Number KY20240040 - Kentucky roadway work
- Decision Number KY20240067 – Kentucky bridge work
- Decision Number IN20240006 – Indiana roadway and bridge work

"General Decision Number: KY20240067 01/05/2024

Superseded General Decision Number: KY20230067

State: Kentucky

Construction Type: Heavy

County: Daviess County in Kentucky.

HEAVY CONSTRUCTION PROJECTS (including sewer/water construction).

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

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

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

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

Modification Number	Publication Date
0	01/05/2024

CARP0090-001 04/01/2014

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 24.24	17.20

ELEC1701-001 07/01/2023

	Rates	Fringes
ELECTRICIAN.....	\$ 35.60	8.35+30.8%

ENGI0181-047 07/01/2023

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

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Bulldozer; Crane; Drill; Loader; Mechanic; Pumpcrete

GROUP 2 - Bobcat/Skid Steer/Skid Loader; Compressor; Concrete Pump

GROUP 3 - Articulating Truck Operator

GROUP 4 - Pump

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

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

IRON0070-001 06/01/2023

	Rates	Fringes
IRONWORKER (ORNAMENTAL AND REINFORCING).....	\$ 32.59	24.50

LAB00265-015 05/01/2023

	Rates	Fringes
LABORER		
Flagger.....	\$ 34.62	13.65

LAB00561-012 07/01/2023

	Rates	Fringes
LABORER		

Concrete Finishing.....\$ 25.71 17.60

LAB01392-002 07/01/2023

 Rates Fringes

LABORER

Common or General,
Concrete Worker, Grade
Checker & Grouting.....\$ 25.72 15.81
Concrete Saw (Hand
Held/Walk Behind), Jack
Hammer & Pipelayer.....\$ 25.97 15.81

UAVG-KY-0005 01/01/2023

 Rates Fringes

OPERATOR: Forklift.....\$ 37.19 19.55

SUKY2011-023 06/25/2014

 Rates Fringes

IRONWORKER, STRUCTURAL.....\$ 25.46 17.49

OPERATOR:
Backhoe/Excavator/Trackhoe.....\$ 27.27 13.00

OPERATOR: Oiler.....\$ 24.34 13.00

OPERATOR: Roller.....\$ 20.21 13.00

OPERATOR: Trencher.....\$ 26.34 12.58

TRUCK DRIVER: Dump Truck.....\$ 16.69 ** 6.20

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

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** Workers in this classification may be entitled to a higher
minimum wage under Executive Order 14026 (\$17.20) or 13658
(\$12.90). Please see the Note at the top of the wage
determination for more information. Please also note that the
minimum wage requirements of Executive Order 14026 are not
currently being enforced as to any contract or subcontract to
which the states of Texas, Louisiana, or Mississippi, including
their agencies, are a party.

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

like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative

Review Board (formerly the Wage Appeals Board). Write to:

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

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

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END OF GENERAL DECISION"

"General Decision Number: IN20240006 01/19/2024

Superseded General Decision Number: IN20230006

State: Indiana

Construction Types: Heavy and Highway

Counties: Adams, Allen, Bartholomew, Benton, Blackford, Boone, Brown, Carroll, Cass, Clark, Clay, Clinton, Crawford, Daviess, Dearborn, Decatur, DeKalb, Delaware, Dubois, Elkhart, Fayette, Floyd, Fountain, Franklin, Fulton, Gibson, Grant, Greene, Hamilton, Hancock, Harrison, Hendricks, Henry, Howard, Huntington, Jackson, Jasper, Jay, Jefferson, Jennings, Johnson, Knox, Kosciusko, Lagrange, Lawrence, Madison, Marion, Marshall, Martin, Miami, Monroe, Montgomery, Morgan, Newton, Noble, Ohio, Orange, Owen, Parke, Perry, Pike, Posey, Pulaski, Putnam, Randolph, Ripley, Rush, Scott, Shelby, Spencer, Starke, Steuben, Sullivan, Switzerland, Tippecanoe, Tipton, Union, Vanderburgh, Vermillion, Vigo, Wabash, Warren, Warrick, Washington, Wayne, Wells, White and Whitley Counties in Indiana.

* EXCEPT LAKE, LAPORTE, PORTER AND ST. JOSEPH COUNTIES HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

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<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
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The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the

Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

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

Modification Number	Publication Date
0	01/05/2024
1	01/19/2024

ASBE0008-004 03/01/2023

DEARBORN, FAYETTE, FRANKLIN, OHIO, RIPLEY SWITZERLAND AND UNION COUNTIES

	Rates	Fringes
Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings & finishings to all types of mechanical systems).....	\$ 33.08	20.69
HAZARDOUS MATERIAL HANDLER (Includes preparation, wettings, stripping, removal, scrapping, vacuuming, bagging & disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems).....	\$ 25.00	13.70

ASBE0017-008 06/01/2022		

NEWTON COUNTY:

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 52.80	32.30
HAZARDOUS MATERIAL HANDLER (INCLUDES PREPARATION, WETTING, STRIPPING REMOVAL SCRAPPING, VACUUMING, BAGGING AND DISPOSAL OF ALL INSULATION MATERIALS, WHETHER THEY CONTAIN ASBESTOS OR NOT, FROM MECHANICAL SYSTEMS).....	\$ 38.85	24.60

ASBE0018-005 06/01/2023		

BROWN, BARTHOLOMEW, BENTON, BOONE, CARROLL, CASS, CLAY, CLINTON, DECATUR, DELAWARE, ELKHART. FOUNTAIN, FULTON, GREENE, HAMILTON, HANCOCK, HENDRICKS, HENRY, HOWARD, JASPER, JOHNSON, KOSCIUSKO, LAGRANGE, MARSHALL, MADISON, MARION, MONROE, MONTGOMERY, MORGAN, OWEN, PARKE, PULASKI, PUTNAM, RUSH, SHELBY, STARKE, TIPPECANOE, TIPTON, VERMILLION, VIGO, WARREN and WHITE Counties

Rates Fringes

ASBESTOS WORKER/HEAT & FROST INSULATOR (includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....	\$ 35.70	22.28
HAZARDOUS MATERIAL HANDLER (includes preparation, wettings, stripping, removal, scrapping, vacuuming, bagging & disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems).....	\$ 23.00	14.40

ASBE0037-004 06/01/2023

DAVIESS, DUBOIS, GIBSON, KNOX, MARTIN, PIKE, POSEY, SPENCER,
SULLIVAN, VANDERBURGH AND WARRICK COUNTIES

Rates Fringes

ASBESTOS WORKER/HEAT & FROST INSULATOR (includes application of all insulating materials protective coverings, coatings an finishes to all types of mechanical systems. Also the application of firestopping, material openings and penetrations in walls, floors, ceilings, curtain walls and all lead abatement.)...\$	33.44	21.84
HAZARDOUS MATERIAL HANDLER (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems).....	\$ 33.44	21.84

ASBE0041-002 07/01/2023

ADAMS, ALLEN, BLACKFORD, DE KALB, GRANT, HUNTINGTON, JAY,
MIAMI, NOBLE, STEUBEN, WABASH, WELLS AND WHITLEY COUNTIES:

Rates Fringes

ASBESTOS WORKER/HEAT & FROST INSULATOR (includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....	\$ 32.35	21.53
HAZARDOUS MATERIAL HANDLER (includes preparation, wettings, stripping, removal,		

scrapping, vaccuming, bagging
& disposing of all insulation
materials, whether they
contain asbestos or not, from
mechanical systems).....\$ 32.35 21.53

ASBE0051-003 03/01/2023

CLARK, CRAWFORD, FLOYD, HARRISON, JACKSON, JEFFERSON, JENNINGS,
LAWRENCE, ORANGE, PERRY, SCOTT, and WASHINGTON Counties

Rates Fringes

ASBESTOS WORKER/HEAT & FROST
INSULATOR (Includes
application of all insulating
materials, protective
coverings, coatings and
finishings to all types of
mechanical systems).....\$ 28.96 18.78

HAZARDOUS MATERIAL HANDLER
(includes preparation,
wettings, stripping, removal,
scrapping, vaccuming, bagging
& disposing of all insulation
materials, whether they
contain asbestos or not, from
mechanical systems).....\$ 19.80 13.30

ASBE0079-002 07/01/2023

RANDOLPH AND WAYNE COUNTIES

Rates Fringes

ASBESTOS WORKER/HEAT & FROST
INSULATOR (Includes
application of all insulating
materials, protective
coverings, coatings &
finishings to all types of
mechanical systems).....\$ 33.04 16.14

HAZARDOUS MATERIAL HANDLER
(Includes preparation,
wetting, stripping, removal,
scrapping, vaccuming, bagging
& disposing of all insulation
materials, whether they
contain asbestos or not, from
mechanical systems)).....\$ 33.04 16.14

BRIN0003-001 06/01/2023

INDIANAPOLIS
BOONE, HANCOCK, HENDRICKS, JOHNSON, MARION, MONTGOMERY, MORGAN
and SHELBY COUNTIES

Rates Fringes

Bricklayer, Stone Mason,
Pointer, Caulking.....\$ 36.24 17.39
TERRAZZO FINISHER.....\$ 23.38 13.15
TERRAZZO WORKER/SETTER.....\$ 36.38 17.24

Tile & Marble Finisher.....	\$ 24.33	13.16
Tile, Marble Setter.....	\$ 35.63	17.23

BRIN0004-004 06/01/2023

FORT WAYNE
ADAMS, ALLEN, DEKALB, HUNTINGTON, NOBLE, STEUBEN, WELLS AND
WHITLEY COUNTIES:

	Rates	Fringes
BRICKLAYER (STONE MASON, MARBLE MASONS, POINTER, CLEANER, AND CAULKER).....	\$ 34.41	21.42
Terrazzo Grinder Finisher.....	\$ 30.00	16.78
Terrazzo Worker Mechanic.....	\$ 34.41	21.42
Tile Setter & Marble Mason Mechanic.....	\$ 30.00	16.78
Tile, Marble & Terrazzo Finisher.....	\$ 30.00	16.78

BRIN0004-005 06/01/2023

CRAWFORD, DUBOIS, PERRY, POSEY, SPENCER, VANDERBURGH, and
WARRICK Counties

	Rates	Fringes
BRICKLAYER.....	\$ 34.17	2014
TILE FINISHER.....	\$ 22.09	16.34
TILE SETTER.....	\$ 28.49	16.46

BRIN0004-009 06/01/2023

BARTHOLOMEW, BROWN, DEARBORN, DECATUR, JENNINGS, MONROE, OHIO,
OWENS, RIPLEY and SWITZERLAND COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 34.17	17.54
TERRAZZO FINISHER.....	\$ 23.38	13.15
TERRAZZO WORKER/SETTER.....	\$ 36.38	17.24
Tile & Marble Finisher.....	\$ 24.33	13.16
Tile, Marble Setter.....	\$ 35.63	17.23

BRIN0004-010 06/01/2023

CLARK, FLOYD, and HARRISON Counties

	Rates	Fringes
BRICKLAYER BRICKLAYERS, STONEMASONS AND CEMENT MASONS.....	\$ 32.28	15.99

BRIN0004-015 06/01/2023

TERRE HAUTE
CLAY, DAVIESS, GIBSON, GREENE, KNOX, MARTIN, PARKE, PIKE,
PUTNAM, SULLIVAN, VERMILLION and VIGO COUNTIES

	Rates	Fringes
BRICKLAYER		
BRICKLAYERS, STONE MASONS and POINTER/ CLEANER/CAULKER.....\$ 36.24		
	36.24	17.39
CEMENT MASON (Greene and Sullivan Counties).....\$ 27.78		
	27.78	11.02
CEMENT MASON (REMAINING COUNTIES).....\$ 35.24		
	35.24	17.39
TERRAZO FINISHER.....\$ 23.38		
	23.38	13.15
TERRAZO WORKER.....\$ 36.38		
	36.38	17.24
TILE LAYER, MARBLE MASON, MOSAIC WORKER.....\$ 35.63		
	35.63	17.23

BRIN004-016 06/01/2023

MUNCIE
BLACKFORD, DELAWARE, FAYETTE, FRANKLIN, HAMILTON, HENRY, JAY,
MADISON, RANDOLPH, RUSH, TIPTON, UNION and WAYNE COUNTIES

	Rates	Fringes
Bricklayer, Stonemason, Pointer, Caulker & Cleaner.....\$ 33.83		
	33.83	20.14
TERRAZO FINISHER.....\$ 23.38		
	23.38	13.15
TERRAZO WORKER/SETTER.....\$ 36.38		
	36.38	17.24
Tile & Marble Finisher.....\$ 23.38		
	23.38	13.15
Tile & Marble Setter; Mosaic Worker.....\$ 35.63		
	35.63	17.23

BRIN006-001 06/01/2023

JASPER, NEWTON & STARKE COUNTIES

	Rates	Fringes
BRICKLAYER (Including Stonemason, and Pointer, Caulker & Cleaner).....\$ 42.05		
	42.05	28.22
Tile, Marble & Terrazzo Worker...\$ 42.05		
	42.05	28.22

BRIN011-001 06/01/2023

LAFAYETTE
BENTON, CARROLL, CLINTON, FOUNTAIN, TIPPECANOE, WARREN and
WHITE COUNTIES

	Rates	Fringes
Bricklayer, Stonemason, Pointer, Caulker & Cleaner.....\$ 33.75		
	33.75	20.12
TERRAZO FINISHER.....\$ 23.38		
	23.38	13.15
TERRAZO WORKER/SETTER.....\$ 36.38		
	36.38	17.24
Tile & Marble Finisher.....\$ 24.33		
	24.33	13.16
Tile & Marble Setter; Mosaic Worker.....\$ 35.63		
	35.63	17.23

BRIN018-002 06/01/2023

CASS, ELKHART, FULTON, GRANT, HOWARD, KOSCUISKO, LAGRANGE,
MARSHALL, MIAMI, PULASKI, WABASH

	Rates	Fringes
Bricklayer, Caulker, Cleaner, Pointer.....	\$ 34.00	19.71

CARP0002-023 04/01/2023		

DEARBORN, JACKSON, JENNINGS, OHIO, RIPLEY AND SWITZERLAND
COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 27.57	26.34

CARP0133-001 04/01/2023		

BOONE, CLAY, FOUNTAIN, MONROE, MONTGOMERY, MORGAN, OWEN,
PARKE, PUTNAM, VERMILLION AND VIGO COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 30.87	24.48

CARP0133-003 04/01/2023		

HAMILTON, HANCOCK, HENDRICKS, JOHNSON (Townships of Clark, Camp
Atterbury north of Hospital Road, Pleasant, White River), and
MARION Counties

	Rates	Fringes
CARPENTER.....	\$ 30.32	24.33

CARP0175-004 04/01/2023		

CLARK, FLOYD, HARRISON, JEFFERSON, SCOTT AND WASHINGTON COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 27.00	27.69

CARP0215-002 04/01/2023		

BENTON, CARROLL, CLINTON, PULASKI, TIPPECANOE, WARREN AND WHITE
COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 33.84	24.21

CARP0224-011 04/01/2023		

CRAWFORD, DUBOIS, PERRY, PIKE, POSEY, SPENCER, VANDERBURGH AND
WARRICK COUNTIES:

	Rates	Fringes
CARPENTER.....	\$ 27.07	27.62

DAVISS COUNTY
NH 0101 (100)

CARP0224-012 04/01/2023

DAVISS, GIBSON, GREENE, KNOX, LAWRENCE, MARTIN, ORANGE AND SULLIVAN COUNTIES:

	Rates	Fringes
CARPENTER.....	\$ 27.42	27.67

CARP0232-003 04/01/2023

ALLEN, DEKALB, LAGRANGE, NOBLE, STEUBEN and WHITLEY COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 30.32	24.33

CARP0301-001 04/01/2023

BARTHOLOMEW, BROWN,(Camp Atterbury south of Hospital Road), DECATUR, FRANKLIN, JOHNSON (Townships of Blue River, Franklin, Hensley, Needham, Nineveh, Union) , RUSH AND SHELBY COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 30.43	24.48

CARP0413-003 04/01/2023

ADAMS, CASS, ELKHART, FULTON, GRANT, HOWARD, HUNTINGTON, KOSCIUSKO, MARSHALL, MIAMI, TIPTON, WABASH AND WELLS COUNTIES:

	Rates	Fringes
CARPENTER.....	\$ 30.64	24.16

CARP0999-001 06/01/2017

JASPER, NEWTON, AND STARKE COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 37.56	26.42

CARP1016-001 04/01/2023

BLACKFORD, DELAWARE, FAYETTE, HENRY, JAY, MADISON, RANDOLPH, UNION AND WAYNE COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 30.73	24.48

CARP1076-004 04/01/2016

HAMILTON and MARION Counties, and the following Townships in JOHNSON County: Camp Atterbury (North of Hospital Rd.), Clark, Pleasant, and White River

	Rates	Fringes
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MILLWRIGHT.....	\$ 26.81	19.28

CARP1076-005 06/01/2017		

JASPER, NEWTON, PULASKI, and STARKE Counties

	Rates	Fringes
MILLWRIGHT.....	\$ 37.66	26.42

CARP1076-006 06/01/2018		

BARTHOLOMEW, BLACKFORD, BOONE, BROWN, CLAY, DECATUR, DELAWARE, FAYETTE, FOUNTAIN, FRANKLIN, HAMILTON, HANCOCK, HENDRICKS, HENRY, JAY, JOHNSON, MADISON, MARION, MONROE, MONTGOMERY, MORGAN, OWEN, PARKE, PUTNAM, RANDOLPH, RUSH, SHELBY, UNION, VERMILLION, VIGO, AND WAYNE COUNTIES

	Rates	Fringes
MILLWRIGHT.....	\$ 28.18	22.39

CARP1080-001 04/01/2021		

GIBSON, GREENE, POSEY, SULLIVAN, VANDERBURGH and WARRICK COUNTIES

	Rates	Fringes
MILLWRIGHT ZONE 1 POSEY, VANDERBURGH and WARRICK COUNTIES.....	\$ 30.92	24.83
MILLWRIGHT ZONE 2 GIBSON, GREENE AND SULLIVAN COUNTIES.....	\$ 29.64	25.77

ELEC0016-003 04/01/2023		

CRAWFORD, DAVIESS, DUBOIS, GIBSON, LAWRENCE, MARTIN, ORANGE, PERRY, PIKE, POSEY, SPENCER, VANDERBURGH, WARRICK

	Rates	Fringes
ELECTRICIAN.....	\$ 41.04	18.94

ELEC0016-006 08/31/2020		

CRAWFORD, DAVIESS, DUBOIS, GIBSON, LAWRENCE, MARTIN, ORANGE, PERRY, PIKE, POSEY, SPENCER, VANDERBURGH, WARRICK

	Rates	Fringes
ELECTRICIAN (Communication Technician Only).....	\$ 29.15	15.40

ELEC0071-006 01/02/2019		

DEARBORN, OHIO, and SWITZERLAND COUNTIES

	Rates	Fringes
Line Construction:		
Equipment Operator.....	\$ 33.62	13.46
Groundman.....	\$ 24.17	11.38
Lineman & Cable Splicers....	\$ 38.27	14.48

ELEC0153-003 06/01/2023

ELKHART, KOSCIUSKO and MARSHALL COUNTIES

	Rates	Fringes
Communication Technician.....	\$ 26.50	18.33
ELECTRICIAN.....	\$ 38.00	26.47

Includes the installation, operation, inspection, modification, maintenance and repair of systems used for the transmission and reception of signals of any nature, for any purpose, including but not limited to , sound and voice transmission/transference systems, communication systems that transmit or receive information and /or control systems, television and video systems, micro-processor controlled fire alarm systems, and security systems and the performance of any task directly related to such installation or service. The scope of work shall exclude the installation of electrical power wiring and the installation of conduit raceways exceeding fifteen (15) feet in length.

ELEC0212-002 11/30/2022

DEARBORN, OHIO, and SWITZERLAND COUNTIES

	Rates	Fringes
ELECTRICIAN (Communication Technician Only).....	\$ 26.70	13.41

ELEC0212-009 06/07/2023

DEARBORN, OHIO, and SWITZERLAND COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 34.41	21.55

ELEC0305-003 05/01/2023

ADAMS, ALLEN, DE KALB, HUNTINGTON, LAGRANGE, NOBLE, STEUBEN, WELLS, and WHITLEY COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 36.32	27.42%+11.21

ELEC0305-004 08/31/2023

ADAMS, ALLEN, DE KALB, HUNTINGTON, LAGRANGE, NOBLE, STEUBEN, WELLS, and WHITLEY COUNTIES

Rates Fringes

ELECTRICIAN (Communication
Technician Only).....\$ 34.50 18.74

ELEC0369-005 05/31/2021

CLARK, FLOYD, HARRISON, JACKSON, JEFFERSON, SCOTT, and
WASHINGTON Counties

 Rates Fringes

ELECTRICIAN.....\$ 33.85 18.72

ELEC0481-003 03/31/2023

BARTHOLOMEW, BOONE, DECATUR, HAMILTON, HANCOCK, HENDRICKS,
JENNINGS, JOHNSON, MADISON, MARION, MONTGOMERY, MORGAN, PUTNAM,
RIPLEY, RUSH AND SHELBY COUNTIES

 Rates Fringes

ELECTRICIAN.....\$ 40.20 26.31

ELEC0481-004 01/01/2023

BARTHOLOMEW, BOONE, DECATUR, HAMILTON, HANCOCK, HENDRICKS,
JENNINGS, JOHNSON, MADISON, MARION, MONTGOMERY, MORGAN, PUTNAM,
RIPLEY, RUSH AND SHELBY COUNTIES

 Rates Fringes

ELECTRICIAN (Communication
Technician Only).....\$ 35.76 18.96

ELEC0531-002 05/31/2023

JASPER, PULASKI, and STARKE COUNTIES

 Rates Fringes

ELECTRICIAN.....\$ 43.50 30.64

ELEC0531-003 05/28/2018

JASPER, PULASKI, and STARKE COUNTIES

 Rates Fringes

ELECTRICIAN (Communication
Technician Only).....\$ 27.64 13.23

ELEC0538-005 06/01/2023

FOUNTAIN, VERMILLION, and WARREN Counties

 Rates Fringes

ELECTRICIAN.....\$ 39.09 24.37

ELEC0538-009 09/01/2023

FOUNTAIN, VERMILLION, and WARREN Counties

	Rates	Fringes
ELECTRICIAN (Communication Technician Only).....	\$ 38.49	17.76

ELEC0668-001 06/01/2023		

BENTON, CARROLL, CASS, FULTON, TIPPECANOE and WHITE COUNTIES

	Rates	Fringes
ELECTRICIAN (Communication Technician Only).....	\$ 33.02	16.10

ELEC0668-002 01/01/2023		

BENTON, CARROLL, CASS, FULTON, TIPPECANOE and WHITE COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 36.56	22.41

FOOTNOTE: a. PAID HOLIDAYS: New Years Day, Memorial Day, July 4th, Labor Day, Veterans Day Thanksgiving Day and Christmas Day

ELEC0697-003 08/31/2023

NEWTON COUNTY

	Rates	Fringes
ELECTRICIAN (Communication Technician Only).....	\$ 38.50	29.87

ELEC0697-006 06/01/2022		

NEWTON COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 45.25	30.13

ELEC0702-003 01/02/2023		

DUBOIS, GIBSON, PERRY, PIKE, POSEY, SPENCER AND VANDERBURGH COUNTIES

	Rates	Fringes
Line Construction:		
GROUNDMAN, Class A.....	\$ 28.58	29% + 7.75
GROUNDMAN-EQUIPMENT OPERATOR (All other equipment).....	\$ 36.35	29% + 7.75
HEAVY-EQUIPMENT OPERATOR (All crawler type equipment D-4 and larger)...	\$ 41.49	29% + 7.75
LINEMAN.....	\$ 56.15	30% + 8.35

ELEC0725-007 06/01/2022		

BROWN, CLAY, GREENE, KNOX, MONROE, OWEN, PARKE, SULLIVAN AND
VIGO COUNTIES

	Rates	Fringes
Communication Technician.....	\$ 30.00	18.07

Includes the installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound and vision production and reproduction apparatus, equipment and appliances used for domestic, commercial, education, entertainment and private telephone systems.

ELEC0725-014 10/01/2022

BROWN, CLAY, GREENE, KNOX, MONROW, OWEN, PARKE, SULLIVAN AND
VIGO COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 40.00	21.96

ELEC0855-002 06/01/2018

BLACKFORD, DELAWARE, FAYETTE, FRANKLIN, HENRY, JAY, RANDOLPH,
UNION and WAYNE Counties

	Rates	Fringes
ELECTRICIAN (Communication Technician Only).....	\$ 27.64	14.15

ELEC0855-004 06/01/2023

BLACKFORD, DELAWARE, FAYETTE, FRANKLIN, HENRY, JAY, RANDOLPH,
UNION and WAYNE Counties

	Rates	Fringes
ELECTRICIAN.....	\$ 35.30	20.25

ELEC0873-001 06/01/2021

CLINTON, GRANT, HOWARD, MIAMI, TIPTON, AND WABASH COUNTIES

	Rates	Fringes
ELECTRICIAN (Communication Technician Only).....	\$ 30.08	17.23

ELEC0873-002 03/01/2022

CLINTON, GRANT, HOWARD, MIAMI, TIPTON AND WABASH COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 36.59	20.12

ELEC1393-001 01/02/2023

REMAINING COUNTIES

	Rates	Fringes
Line Construction:		
EQUIPMENT OPERATOR 1:		
Diggers, 5th wheel type		
trucks, crawler type, D-4		
and smaller, bucket trucks		
and live boom type line		
trucks.....	\$ 35.10	29%+7.25
EQUIPMENT OPERATOR 3		
(Backhoes over 1/2 yard		
bucket capacity, cranes		
rated at 15 ton or more		
capacity) 95% J.L. rate.....	\$ 43.36	29%+7.25
GROUNDMAN TRUCK DRIVER.....	\$ 26.14	29%+6.75
GROUNDMAN.....	\$ 25.04	29%+6.75
LINEMAN.....	\$ 41.61	29%+6.75

ENGI0103-003 04/01/2023

INCLUDING UNDERGROUND AND UTILITY CONSTRUCTION

ADAMS, ALLEN, BENTON, BLACKFORD, CARROLL, CASS, CLINTON,
DEKALB, DELAWARE, FAYETTE, GRANT, HAMILTON, HANCOCK, HENRY,
HOWARD, HUNTINGTON, JAY, JOHNSON, MADISON, MARION, MIAMI,
RANDOLPH, RUSH, SHELBY, STEUBEN, TIPPECANOE, TIPTON, UNION,
WABASH, WAYNE, WELLS, WHITE AND WHITLEY COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 40.55	21.80
GROUP 2.....	\$ 38.83	21.80
GROUP 3.....	\$ 37.91	21.80
GROUP 4.....	\$ 36.41	21.80

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Air compressors in manifold with throttle valve;
Asphalt plant engineer; Auto grade or similar type machine;
Auto patrol; Backhoe or farm-type tractor, 45 hp and over;
Ballast regulator (RR); Bituminous mixer; Bituminous paver;
Bituminous plant engineer; Bulldozer; Caisson drilling
machine; Cherry picker, 15 ton or over; Chip spreader;
Concrete mixer 21 cu. ft. or over; Core drilling machine;
Crane or derrick with any attachment (including clamshell,
dragline, shovel, backhoe, etc.); Dredge engineer; Dredge
operator; Drilling machine on which the drill is an integral
part; Earth mover, rubber-tired (paddle wheel, 616, 631,
TS-24 or similar type); Earth mover, rubber-tired, tandem
(\$0.50 per hour additional for each bowl); Elevating
grader; Fork lift, 10 ton or over; P.C.C. formless paver
post driver; Highlift shovel, 1 1/2 cu. yd. or over; Hoist,
2 drums and over; Helicopter, crew; Hydraulic boom truck;
keystone, skimmer scoop; Loader, self-propelled (belt,
chain, wheel); Locomotive operator; Mechanic; Mucking
machine; Panel board concrete plant, central mix type;
Paver, Hetherington; Pile driver, skid or crawler; Road
paving mixer; Rock breaking plant; Rock crushing plant,
portable; Roller (asphalt, waterbound macadam, bituminous
macadam, brick surface); Roller with dozer blade; Root

rake, tractor-mounted; Self-propelled widener; Stump
remover, tractor-mounted; Surface heater and planer; Tandem
push tractor (\$0.50 per hour additional); Tractor, boom;
Winch or hoe head; Tractor, push; Tractor with scoop;
Tractor-mounted spreader; Tree mover; Trench machine, over
24"; Tug boat operator; Well drilling machine; Winch truck
with A-frame

GROUP 2: Air compressor with throttle valve or clever
brooks-type combination; Backfiller; Backhoe on farm-type
tractor, under 45 hp; Bull float; Cherry picker under 15
ton; Chip spreader, self-propelled; Concrete pump; Concrete
mesh depressor, independently
operated; Concrete spreader, power-driven; End loader under 1
1/2 cu. yd.; Excavating loader, portable; Finishing machine
and bull float; Gunite machine; Head greaser; Mesh or steel
placer; Multiple tamping machine (RR); P.C.C. concrete belt
placer; Pull grader, power control; Refrigerating machine,
freezing operation; Ross carrier; Sheepfoot roller
(self-propelled); Tamper (multiple vibrating, asphalt,
waterbound macadam, bituminous macadam, brick surface);
Trench machine, 24" and under; Tube float; Welder

GROUP 3: Assistant plant engineer; Base paver (Jersey or
similar type machine); Concrete finishing machine; Concrete
mixer, less than 21 cu. ft.; Curb machine; Farm tractor,
including farm tractor with all attachments except backhoe
and including high lift end loaders of 1 cu. yd. capacity
or less; Fire tender on boiler; Hoist, 1 drum; Operator, 5
pieces of minor equipment; Paving breaker; Power broom,
self-propelled; Roller, earth and sub-base material; Slurry
seal machine; Spike machine (RR); Tamper (multiple
vibrating, earth and sub-base material); Throttle valve and
fire tender combination on horizontal or upright boiler;
Tractaire with drill; Tractor, 50 h.p. or over; Well point
system; Widener, APSCO or similar type

GROUP 4: Air compressor; Assistant to engineer, oiler;
Automatic dry batch plant; Bituminous distributor;
Bituminous patching tamper; Belt spreader; Broom and belt
machine; Chair cart, self-propelled; Coleman-type screen;
Conveyor, portable; Digger post hole, power-driven; Fork
lift, under 10 ton; Form grader; Form tamper, motor-driven;
Generator; Hetherington driver; Hydra seeder; Operator, 1
through 4 pieces of minor equipment; Outboard or inboard
motor boat; Power curing spraying machine; Power saw,
concrete, power-driven; Pug mill; Pull broom, power-type;
Seaman tiller; Straw blower or brush mulcher; Striping
machine paint, motor-driven; Sub grader; Tractaire,
tractor, below 50 h.p.; Truck crane oiler, driver;
Spreader; Water pump; Welding machine, 2 of 300 amps or over

ENGI0150-009 04/01/2023

HEAVY, HIGHWAY AND RAILROAD CONSTRUCTION

ELKHART, FULTON, JASPER, KOSCIUSKO, LAGRANGE, MARSHALL, NEWTON,
NOBLE, PULASKI, and STARKE COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 33.90	33.75

GROUP 2.....	\$ 32.30	33.75
GROUP 3.....	\$ 31.00	33.75
GROUP 4.....	\$ 29.60	33.75
GROUP 5.....	\$ 24.30	30.85

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Air compressors in manifold with throttle valve; Asphalt plant engineer; Auto grade or similar type machine; Auto patrol; Automatic Sub-Grade; Backhoe or farm type tractor, 45 hp and over; Ballast regulator (RR); Barrier Wall Machine; Batch Plants (Concrete & Asphalt); Bituminous mixer; Bituminous paver; Bituminous plant engineer; Boring Machine; Bulldozer; Caisson drilling machine; Cherry picker, 15 ton or over; Chip spreader; Concrete mixer, 21 cu. ft. or over; Concrete Belt Placer; Concrete Paver; Concrete Pump (Truck Mounted); Concrete Saw (track mounted); Concrete Spreader (power driven); Core drilling machine; Crane or derrick with any attachment (including clamshell, dragline, shovel, backhoe, etc.); Curb Machine; Gutter Machine; Dredge engineer; Dredge operator; Drilling machine on which the drill is an integral part; Earthmover, rubber-tired (paddle wheel, 616, 631, TS-24 or similar type); Earthmover, rubber-tired, tandem (.50 per hr. additional for each bowl); Elevating Grader; Forklift (10 ton or over); P.C.C. Formless Paver; Gradall; Gravel Processing Plant (portable); Operator of Guard Rail Post Driver; Highlift Shovel 1-1/2 cu.yd. or over) Frame; Hoist (2 drum & over); Helicopter crew; Hydraulic boom truck; Hydraulic Excavator; Loaded-Self propelled (belt chain wheel); Laser Screed; Locomotive operator; Mechanic; Mucking machine; P.C.C. Concrete Belt Placer; Panel board concrete plant (central mix type); Paver (Hetherington); Pavement Breaker; Pile driver, skid or crawler; Road paving mixer; Rock breaking plant; Rock crushing plant (portable); Roller (asphalt, waterbound macadam, bituminous macadam, brick surface); Roller with dozer blade; Road Widener; Root rake (tractor-mounted); Roto Mill Grinder; Self-propelled widener; Stump remover; Surface heater and planer; Tandem push tractor (\$0.50 per hour additional); Tractor, boom; Winch or hoe head; Tractor (push); Tractor with scoop; Tractor-mounted spreader; Tree mover; Trench machine, over 24"; Tug boat operator; Well drilling machine; Widener (Apsco or similar type); Winch truck with A-frame

GROUP 2: Air compressor with throttle valve or Clever Brooks type combination; Backfiller; Farm type tractor (under 45 H.P.); Cherry picker under 15 ton; Chip spreader (self-propelled); Concrete pump (trailer type); Concrete mesh depressor, independently operated; End loader under 1 1/2 cu. yd.; Excavating loader (portable); Finishing machine and bull float; Gunite machine; Hydraulic Power unit; Head greaser; Mesh or steel placer; Multiple tamping backhoe on machine (RR); Bull float (bidwell Machine); Refrigerating machine-operation; Ross Carrier; Sheepfoot roller (self-propelled); Tamper-Multiple Vibrating (Asphalt, Waterbound, Macadam, Bituminous Macadam, Brick Surface); Trench machine (24" and under); Tube float; Water Pull/Wagon; Welder

GROUP 3: Plant engineer; Base paver (Jersey or similar type machine); Concrete finishing machine; Concrete mixer, less than 21 cu. ft.; Curb machine; Farm tractor, including farm tractor with all attachments except backhoe and including

high lift end loaders of 1 cu. yd. capacity or less;
Fireman, on boiler; Hoist, 1 drum; Operator, 3-5 pieces of
minor equipment; Paving breaker; Power broom,
self-propelled; Roller, earth and sub-base material; Power
Saw-Concrete (Power Driven); Slurry seal machine; Spike
machine (RR); Sub-surface Material Distributor; Tamper
(multiple vibrating, earth and sub-base material); Throttle
valve; Throttle Valve and fireman combination on horizontal
or upright boiler; Tractaire with drill; Well Point

GROUP 4: Air compressor; Assistant to engineer, oiler;
Bituminous patching tamper; Belt spreader; Broom and belt
machine; Chair cart, self-propelled; Coleman-type screen;
Conveyor, portable; Deck-hand Digger post hole,
power-driven; Forklift, under 10 ton; Form grader; Form
tamper, motor-driven; Generator; Hetherington driver; Hydra
seeder; Mechanic heater; Operator, 2 pieces of minor
equipment; Outboard or inboard motor boat; Power curing
spraying machine; Pug mill; Pull broom, power type; Seaman
tiller; Skid steer loader over 3/4 cu. yd.; Straw blower or
brush mulcher; Striping machine paint, motor-driven;
Sub-grader; Tractaire; Tractor, below 50 h.p.; Truck crane
oiler; Spreader; Water pump

GROUP 5: Skid steer loader under 3/4 cu. yds

* ENGI0150-039 06/01/2023

UNDERGROUND & UTILITY CONSTRUCTION:

JASPER, NEWTON, PULASKI AND STARKE COUNTIES:

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 44.55	42.98
GROUP 2.....	\$ 43.75	42.98
GROUP 3.....	\$ 39.45	42.98
GROUP 4.....	\$ 37.25	42.98
GROUP 5.....	\$ 31.80	42.98

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt plants (construction), Asphalt plant
(permanent), Auto Patrol (Maintainer), Automatic Dry
Batch Plant, Automated Concrete Placer, Automated
Sub-Grader, Automated Slip Form Paver, Automated Finish
Machine, Combination Backhoe Front, End Loader Machine
(1/2 cu. yd.), Backhoe bucket or over or with attachments),
Combination backhoe 1 cu yd, Backhoe bucket or over or with
attachments, Ballast Regulator (RR), Belt Loader
(stationary), Boring Machine (road), Bulldozer, Concrete
Mixer(27 cu. ft. or over), Concrete Pump (truck mounted),
Concrete Breaker (truck mounted and self-propelled), Core
Drilling Machine, Cranes and Backhoes (all attachments),
Cranes, Hammerhead, Creter Crane, Crushers (concrete, rock,
recycling, etc.), Derricks , Derricks (traveling), Dredge
Operator, Formless Curb and Gutter Machine (36 inches and
over), Formless Curb and Gutter Machine under 36 inches,
Gradall and Machines (of a like nature), Guardrail Post
Driver (truck mounted), Lead Greaser, Helicopter, Highlift
Shovel (3 yd. and over), Hoist (1 drum), Hoist (2, and 3
drums), Hydraulic Power Units (grouting, piledriving and
extracting) Hydro or water blaster (self-propelled),

Locomotive Operators, Mechanic, Welder, Mucking Machine, Panelboard Concrete Plant (central mix type), Paver (Hetherington), Pile Driver (Skid or Crawler), Road Paving Mixer, Rock Drill Crawler or Skid Rig, Rock Drill (truck Mounted), Ross Carrier, Roto Mill Grinder (36" and over), Roto mill grinder (less than 36"), Throttle Valve and Compressor or Clever Brooks Type Combination, Throttle Valve and Fireman Combination or Horizontal or Upright Boiler, Tournapull or similar type equipment, Tractor (boom), Tractor Drawn Belt Loader with attached Pusher (requires two engineers), Trench Machine, Tug Boat Operator, Wheel Excavator, Winch Tractor with "a" frame, Scoops, Turnapull or similar types machine used in Tandem (add \$1.00 to class 1 hourly rate for each machine attached there to).

GROUP 2: Combination Backhoe Front End Loader Machine with less than 1/2 cu. yd., Backhoe Bucket or with attachments, Bituminous Mixer, Bituminous Paver, Bridge Deck Finisher, Concrete Mixer (less than 27 cu. ft.), Compressor and throttle valve, Compressor (common receiver 3), Greaser, Highlift Shovels (under 3 cu. yds.), Jersey Spreader or Base Paver, Pavement Bump Grinder (self-propelled), Roller (Asphalt, waterbound, Macadam, Bituminous Macadam, Brick Surface, Sheepfoot Roller (self-propelled with blade), Surface Heater and Planer, Tamper (mutiple vibrating, asphalt waterbound macadam, bituminous macadam, brick surface), Tractor (push), Tractor with scoop, Widener, Apsco or similar type.

GROUP 3: Back Filler, Bituminous Distributor, Broom and Belt Machine, Bull Float, Compressor (common receiver 2), Concrete cutter wheel type (rockwell), Concrete Finishing Machine, Concrete Spreader (power driven), Digger, Post Hole (power driven), Finishing Machine and Bull Float, Forklift, Form Grader, Form Tamper (motor driven), Hydraulic (boom truck) when used for hauling materials, Laser screed, Mutiple Tamping Machine, Paving Breaker, Roller (earth and subbase material), Roller sheepfoot (self-propelled), Sub-grader, Tamper, Mutipile Vibrating (earth and subbase material), Tractaire with Drill, Tractor (with all drawn attachments except backhoe and including Highlift, Endloader of 1 cu. yd. capacity and less.

GROUP 4: Air Compressors, Conveyor (all), Fireman on Boiler, Generator, Grout Machine, Power curing Spraying Machine (self-propelled), Broom (self-propelled), Seaman Tiller, Skid steer loaders, Spike Machine (RR), Stripping Machine (paint, self-propelled), Throttle Valve, Welding Machine, Well Points System.

GROUP 5: Deck Hand, Hetherington Driver, Mechanical Heater (1 to 5), Outboard or Inboard Motor Boat, Oiler, Power Saw (Concrete Power Driven), Water Pump, Grasscutter.

ENGI0181-014 04/01/2022

HEAVY AND HIGHWAY CONSTRUCTION:

BARTHOLOMEW, BROWN, CLARK, CRAWFORD, DEARBORN, DECATUR, DUBOIS, FLOYD, FRANKLIN, GIBSON, HARRISON, JACKSON, JEFFERSON, JENNINGS, LAWRENCE, MARTIN, OHIO, ORANGE, PERRY, PIKE, POSEY, RIPLEY, SCOTT, SPENCER, SWITZERLAND, VANDERBURGH, WARRICK, and WASHINGTON COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP A.....	\$ 39.50	18.56
GROUP B.....	\$ 36.85	18.56
GROUP C.....	\$ 34.72	18.56

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP A: Air compressor in manifold with throttle valve; Asphalt plant engineer; Auto grade or similar type machine; Bituminous mixer; Bituminous paver; Bituminous plant engineer; Bulldozer; Caisson drilling machine; Cherry picker, all; Ballast regulator (RR); Chip spreader, self-propelled; Cold grinder or similar type equipment; Concrete mixer, 21 cu. ft. or over; Concrete pump, truck-mounted; Core drilling machine; Crane or derrick with any attachment (including clamshell, dragline, shovel, backhoe, etc.); Dredge operator; Drilling machine on which the drill is an integral part; Earth mover, rubber-tired, tandem 0.50 per hour additional; Elevating grader; Endloader, Hi- lift shovel; P.C.C. formless paver; Gradall; Gravel processing plant, portable; Guardrail post driver operator; Head greaser; Hi-lift shovel, endloader; Hoist (2 drums and over); Helicopter crew; Hydraulic boom truck, Keystone, Skimmer Scoop; Loader, self-propelled (belt, chain wheel); Locomotive operator; Mechanic; Mucking machine; Multi-bank drill operator; Panel board concrete plant, central mix type; Paver, Hetherington; Pile driver, skid or crawler; Road paving mixer; Rock breaking plant; Rock crushing plant, portable; Roller (asphalt, waterbound, macadam, bituminous macadam, brick surface); Roller, with dozer blade; Root rake, tractor-mounted; Stump remover, tractor- mounted; Surface heater and planer; Tandem push tractor, \$0.50 per hour additional; Tractor, boom winch or hoe head; Tractor, push; Tractor with scoop; Tractor-mounted spreader; Tree mover; Trench machine, over 24"; Tug boat operator; Welder; Well drilling machine; Self-propelled widener.

GROUP B: Air compressor with throttle valve or clever brooks-type combination; Backfiller, base paver, Jersey or similar type machine; Bull float; Concrete finishing machine; Concrete mesh depressor, independently operated; Concrete spreader, power- driven; Dredge engineer; Excavator loader, portable; Fire tender on boiler; Forklift, regardless of ton; Hoists, 1 drum; Mesh or steel placer; Minor equipment operator, 5 pieces; Multiple tamping machine (RR); P.C.C. concrete placer; Paving breaker; Power broom, self-propelled; Pull grader, power-controlled; Refrigerating machine, freezing operation; Roller, earth and sub- base material; Ross carrier (Straddle buggy); Sheepfoot roller, self-propelled without blade; Tamper, multiple\vibrating (asphalt, waterbound macadam, bituminous macadam, brick surface); Tamper, multiple vibrating (earth and sub-base material); Trench machine, 24" and under; Tube float; Well point system; Widener, Apsco or similar type; Winch truck with A-frame.

GROUP C: Air compressor, oiler; Automatic dry batch plant; Bituminous distributor; Bituminous patching tamper; Belt spreader; Broom and belt machine; Brush burner; Chair cart,

self- propelled; Coleman-type screen; Cold grinder oiler; Concrete mixer, less than 21 cu. ft.; Conveyor, portable; Curb machine; Deckhand; Digger (post hole, power-driven); Farm tractor, including farm tractor with all attachments (except backhoe, Hi- lift endloaders); Form grader; Form tamper, motor-driven; Generator; Gunite machine; Hetherington driver; Hydra seeder; Mechanical heater; Minor equipment operator, 1 through 4 pieces; Curing spraying machine; Power saw, concrete (power-driven); Pug mill pull broom, power type; Seaman tiller; Slurry seal machine; Spike machine; Straw blower or brush mulcher; Stripping machine (paint, motor-driven); Sub grader; Throttle valve; Tractaire with drill; Truck crane and multi-drill oiler, driver; Spreader; Water pump.

ENGI0181-015 04/01/2022

SEWER WATERLINE & UTILITY CONSTRUCTION:

BARTHOLOMEW, BROWN, CLARK, CRAWFORD, DEARBORN, DECATUR, DUBOIS, FLOYD, FRANKLIN, GIBSON, HARRISON, JACKSON, JEFFERSON, JENNINGS, LAWRENCE, MARTIN, OHIO, ORANGE, PERRY, PIKE, POSEY, RIPLEY, SCOTT, SPENCER, SWITZERLAND, VANDERBURGH, WARRICK, and WASHINGTON COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP A.....	\$ 39.50	19.28
GROUP B.....	\$ 36.85	19.28

SEWER WATERLINE & UTILITY CONSTRUCTION

GROUP A: A-frame winch truck; Air compressor 900 cu. ft. and over; Air tigger; Autograde (CMI); Auto patrol; Backhoe; Ballast regulator (RR); Batch plant (electrical control concrete); Bending machine (pipe); Bituminous plant (engineer); Bituminous plant; Bituminous mixer travel plant; Bituminous paver; Bituminous roller; Buck hoist; Bulldozer; Cableway; Chicago boom; Clamshell; Concrete mixer, 21 cu. ft. or over; Concrete paver, concrete pump, crete; Crane; Craneman; Crusher plant; Derrick; Derrick boat; Dinky; Dope pots (pipeline); Dragline; Dredge operator; Dredge engineer; Drill operator; Elevator grader; Elevator; Ford hoe, or similar type equipment; Forklift; Formless paver; Gantry crane; Gradall; Grademan; Hopto; Hough loader or similar type; Hydro crane; Motor crane; Mucking machine; Multiple tamping machine (RR); Overhead crane; Pile driver; Pulls; Push dozer; Push boats; Roller (sheep foot); Ross Carrier; Scoop; Shovel; Side boom; Swing crane; Trench machine; Welder (heavy duty; Truck-mounted concrete pump; Truck-mounted drill; Well point; Whirleys.

GROUP B: Air compressor, up to 900 cu. ft.; Brakeman; Bull float; Concrete mixer, over 10S and under 21S; Concrete spreader or puddler; Deck engine; Electric vibrator compactor (earth or rock); Finishing machine; Fireman; Greaser, on grease facilities servicing heavy equipment; Material pump; Motor boats; Portable loader; Post hole digger; Power broom; Rock roller; Roller, wobble wheel (earth and rock); Spike machine (RR); Seaman tiller; Spreader rock; Sub grader; Tamping machine; Welding machine; Widener, Apsco or similar type: Bituminous

distributor; Cement gun; Concrete saw; Conveyor; Deckhand oiler; Earth roller; Form grader; Generator; Guard rail driver; Heater; JLG lifts; Oiler; Paving joint machine; Power traffic signal; Scissor lift; Steam Jenny; Truck crane oiler; Vibrator; Water pump.

ENGI0841-011 04/01/2020

HEAVY, HIGHWAY AND UTILITY CONSTRUCTION

BOONE, CLAY, DAVIESS, FOUNTAIN, GREENE, HENDRICKS, KNOX, MONROE, MONTGOMERY, MORGAN OWEN, PARKE, PUTNAM, SULLIVAN, VERMILLIAN, VIGO, and WARREN COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 33.75	23.00+a
GROUP 2.....	\$ 27.50	23.00+a

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Air Compressor Over 600 CU FT, Air Compressors (2), Compressors hooked in Manifold, Asphalt Plant Engineer, Auto Grade and/or C.M.I. or similar type Machine, Auto Patrol, Motor Patrol, Power Blade, Aspco Paver, Asphalt Planer, Asphalt Rollers, Asphalt Paver Operator, Concrete or Asphalt Milling Machine, Self Propelled Widener, Backhoe and/or Pavement Breaker Attachment, Self Propelled Pavement Breaker, Ballast Regulator (R.R), Bituminous Mixer, Bituminous Paver, Bituminous Plant Engineer, Bulk Cement Plant Engineer, Bulldozer, One Drum Hoist with Tower or Boom, Cableways, Tower Machines, Back Filler, Boom Tractor, Boom or Winch Truck, Winch or Hydraulic Boom Truck, Boring Machine, Bolier Operator, Brush Mulcher, Bull Float, Finishing Machine, Power Cranes, Overhead Cranes, Truck cranes, Piledriver, Skid or Crawler, Guard Rail Post Driver, Tower Cranes, Hydro Crane, Cherry Picker, Draglines, Derricks, Shovels, Clam, Gradalls, Two Drum Machine, Concrete or Asphalt Curb Machine, Self Propelled, Concrete Mixers with Skid, Tournamixer, Concrete Pump (Truck or Skid Mounted), Concrete Plant Engineer, Soil Cement Machine, Formless Paver, Concrete Spreader, Span Saw (and similar types), Chip Spreader, Mesh Placer, Dredging Equipment or Dredge Engineer or Dredge Operator, Tug Boat Operator, Marine Scoops, Ditching Machine with Dual Attachment, Standard or Dinky Locomotives, Drilling Machine, including Well Testing, Caissons, Shaft or any similar type Drilling Machine (Well Point Systems), 4 Point Life System (Power Lift or similar type), Mud Cat, Mucking Machine, Sull-Air, Mechanics, Welder, Head Equipment Greaser, Tournapull, Tractor Operating Scoops, Push Tractors, Large Rollers on Earth, Loaders (Track or Rubber Mounted), or similar type Machine, Lull, Tournadozer, Scoopmobiles, Elevating Machines, Power Broom (Self Propelled), Power Sub Grader, Hydra Ax, Farm Tractor with Attachments, Soil Stabilizer (Seaman Tiller, Bo mag, Rago Gator and similar types of equipment), Tree Mover, Stump Remover, Root Rake, Hydra Seeder, Straw Blower, Refrigerating Machine, Freezing Operator, Chair Cart-Self Propelled, Helicopter Crew (3), Ross Carrier or Straddle Buggy or similar Machine, Rock Crusher Plant, Gravel Processing Machine, Pipe Cleaning Machine, Pipe Wrapping

Machine, Pipe Bending Machine, Pug Mill, Concrete Bump
Grinder Machine, Power Curing Spray Machine, Forklift
(except when used for landscaping), Snooper Truck Operator.

GROUP 2: Air Compressor 600 cu. ft. and under, Air Tugger,
Air Valves, Assistant Concrete Plant Engineer, Assistant
Asphalt Plant Engineer, Asphalt Plant Fireman, Bulk Cement
Plant Equipment Greaser, Concrete Mixers without Skips,
Curbing Machine, Concrete Saw (Self Propelled),
Conveyors, Cement Blimps, Ditching Machine under 6",
Distributor Operator On trucks, Deck Hands, Elevators when
used for hoisting material, Engine Tenders, Fork Lift (when
used for landscaping), Farm Tractor, Fireman, Fireman on
Paint or Dope Pots, Form Tamper, Form Grader, Flex Plane,
Generators (two to four), or Welding Machines or Water
Pumps, within 400 feet, Gunite Machine, Machine Mounted
Post Hole Digger, Mude Jack, One Drum Machines without
Tower or Boom, One Water Pump, One Welding Machine,
Outboard or Inboard Motor Boat, Pull Broom (Power Type,
Siphons and Pulsometer, Switchman, Striping and or Painting
Machine (motor driven), Slurry Seal Machine, Track Jack,
Temporary Heat, Throttle Valve, Tube Float, Tractaire,
Wagon Drill, Multiple Tamping Machine (R.R.), Spike Machine
(R.R.), Mechanical Heaters, Brush Burner, Vacuum Truck
(Super Sucker and similar types).

FOOTNOTES:

A. Employees operating booms from 149Ft. to 199 Ft.
including jib, shall receive an additional seventy-five
Cents (.75) per hour above the rate. Employees operating
booms over 199 Ft. including jib, shall receive an
additional one dollar and twenty- five cents (\$1.25) per
hour above the regular rate.

B. Employees operating scoops, pulls, or tractors hooked in
tandem shall receive an additional one dollar (\$1.00) per
hour above the regular rate.

C. Employees operating scoops, pulls, or tractors pulling
any other hauling unit in tandem shall receive an
additional one dollar (\$1.00) per hour above the regular
rate.

D. Underground work - Employees working in tunnels, shafts,
etc. shall be paid a thirty percent (30%) premium above the
wage rate.

IRON0022-001 06/01/2023

BARTHOLOMEW, BENTON, BOONE, BROWN, CARROLL, CASS, CLAY,
CLINTON, DAVIESS (REMAINDER OF COUNTY), DECATUR (W 3/4),
DELAWARE (REMAINDER OF COUNTY), FAYETTE (W 1/3),
FOUNTAIN, FRANKLIN (NW TIP), FULTON (REMAINDER OF COUNTY), GRANT
(REMAINDER OF COUNTY), GREENE, HAMILTON, HANCOCK, HENDRICKS,
HENRY, HOWARD, JACKSON, JASPER (SOUTHEASTERN 1/2), JENNINGS
(NORTHWEST 2/3), JOHNSON, KNOX (REMAINDER OF COUNTY), LAWRENCE,
MADISON, MARION, MARTIN (NW 2/3), MIAMI (REMAINDER OF COUNTY),
MONROE, MONTGOMERY, MORGAN, NEWTON (SOUTHERN 1/2), OWEN, PARKE,
PULASKI (REMAINDER OF COUNTY), PUTNAM, RANDOLPH (SW TIP), RUSH
(REMAINDER OF COUNTY), SHELBY, SULLIVAN, TIPPECANOE, TIPTON,
VERMILLION, VIGO, WAYNE, WARREN AND WHITE COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 35.45	25.39

The following holidays shall be observed: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after Thanksgiving and Christmas Day. Any holiday which occurs on a Sunday shall be observed the following Monday, unless the legal observance of these holidays is changed by law.

IRON0044-010 06/01/2023
DEARBORN, DECATUR (REMAINDER OF COUNTY), FAYETTE (REMAINDER OF COUNTY), FRANKLIN (REMAINDER OF COUNTY), JEFFERSON (REMAINDER OF COUNTY), JENNINGS (REMAINDER OF COUNTY), OHIO, RIPLEY, RUSH (SOUTHEASTERN TIP), SWITZERLAND, AND UNION (SOUTHERN 1/3)

	Rates	Fringes
Ironworkers:		
FENCE ERECTORS.....	\$ 30.75	22.30
ORNAMENTAL.....	\$ 32.37	22.30
STRUCTURAL, MACHINERY MOVERS, RIGGERS.....	\$ 32.37	22.30

IRON0070-002 06/01/2023
CLARK, CRAWFORD, FLOYD, HARRISON, JACKSON (SOUTHERN 3/4); JEFFERSON (EXCLUDING NORTHEASTERN TIP); JENNINGS (SOUTHERN 3/4), LAWRENCE (SOUTHERN 2/3), MARTIN (SOUTHEASTERN 2/3), ORANGE, PERRY (EASTERN 3/4); SCOTT AND WASHINGTON COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 32.59	24.62

IRON0070-016 06/01/2023
DEARBORN, DECATUR (REMAINDER OF COUNTY), FAYETTE (SE CORNER), FRANKLIN (S 3/4), OHIO, RIPLEY (REM. OF COUNTY), SWITZERLAND (REMAINDER OF COUNTY) and JENNINGS (NE TIP) COUNTIES

	Rates	Fringes
IRONWORKER (Reinforcing).....	\$ 32.59	24.62

IRON0103-001 04/01/2023
DAVIESS (S 1/2), DUBOIS, GIBSON, KNOX (S 1/2), MARTIN (SW 1/3), PERRY (W 1/4), PIKE, POSEY, SPENCER, VANDERBURGH, AND WARRICK

	Rates	Fringes
IRONWORKER.....	\$ 31.99	25.55

IRON0147-004 06/01/2023
ADAMS, ALLEN, BLACKFORD, DEKALB, DELAWARE (NORTHEAST THIRD OF COUNTY), FULTON (EASTERN PART), GRANT (EXCLUDING SOUTHWEST

DAVISS COUNTY
NH 0101 (100)

PORTION), HUNTINGTON, JAY, MIAMI (NORTHEAST HALF), NOBLE (EXCLUDING NORTHEAST TIP), STEUBEN, WABASH, WELLS, and WHITLEY COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 33.00	25.59

IRON0290-004 06/01/2023		

FAYETTE (NE 1/4), RANDOLPH (S. PART OF COUNTY EXCLUDING WINCHESTER BUT INCLUDING UNION CITY) UNION (NORTHERN 2/3) AND WAYNE (REMAINDER OF COUNTY) COUNTIES

	Rates	Fringes
Ironworkers:.....	\$ 32.69	24.50

IRON0292-005 06/01/2023		

ELKHART, FULTON (North 2/3), KOSCIUSKO (Remainder of County), LAGRANGE (West 1/3), MARSHALL, MIAMI (Northwestern Tip), NOBLE (Northwestern Tip), PULASKI (Northeast Half), and STARKE COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 35.15	24.45

IRON0395-002 06/01/2023		

JASPER (NORTHERN 1/2), NEWTON (NORTHERN 1/2), PULASKI (NORTHWESTERN TIP) COUNTIES

	Rates	Fringes
IRONWORKER		
IRONWORKERS.....	\$ 44.30	38.37
SHEETER.....	\$ 41.75	34.54

LABO0041-003 04/01/2023		

HEAVY & HIGHWAY CONSTRUCTION

NEWTON COUNTY

	Rates	Fringes
LABORERS		
Group 1.....	\$ 32.47	24.73
Group 2.....	\$ 32.77	24.73
Group 3.....	\$ 33.47	24.73

LABORERS CLASSIFICATIONS (HEAVY AND HIGHWAY)

GROUP 1: Construction Laborer, Carpenter Tender, Fence Erector, Grade Checker, Guard Rail Erector, Continuous Steel Rod or Mat Installer, Wire Mesh Layer, Joint Man (Mortar, Mastic, and all other types), Lighting Installer (Permanent or Temporary), Lineman for Automatic Grade Maker on Paving Machines, Mortar Man, Multi-Plant Erector,

Rip-rap Installer (all Products and Materials), Road Marking and Delineation Laborer, Setting and Placing of all Precast Concrete Products, Sing Installation including supporting structure, Spraying of all Epoxy, Curing Compound, or Like Material, Flagperson, Air Tool, Power Tool Operator, Asphalt Raker Man, Batch Truck Dumper, Bridge Hand Rail Erector, Handler (bulk or bag cement), Chain Saw Man, Concrete Puddler, Concrete Rubber, Concrete Saw Operator, Core Drill Operator, Eye Level, Hand Blade Operator Hydro Seeder Man, Motor Driven Georgia Buggy Operator, Power Driven Compactor or Taper Operator, Power Saw Operator, Pump Crete Assembly Man, Sreed Man or Screw Man on Asphalt Paver, Regar Installer, Sandblaster Man, Sealer Applicator for Asphalt (toxic), Setting and Placing pre-stressed on Pre-cast Concrete Structural Members, Side Rail Setters (for Sidewalk, Side Ditches, Raddi, and Pavement), Spreader Box Tender (manua or power driven), Straw Blower Man, Subsurface Drain and Culvert Pipe Layer, Concrete Conveyor, Horizontal Boring and Jackman and Sheetman, Pipe Greade Man, Winch and Windless Operator Conduit Installer, Sod Layer

GROUP 2: Cutting Torch Burner, Laser Beam Aligner, Manhole Erector, Sewer Pipe Layer, Water Line Installer, Temporary or Permanent Welders (electric or Oxy Acetylene)

GROUP 3: Air Track and Wagon Drillman, Dynamite and Powder Man, Concrete Barrier Rail Form Setter, Concrete Saw Joint Control Cutting

LAB00041-005 04/01/2023

UTILITY CONSTRUCTION

JASPER & NEWTON COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 32.47	24.73
GROUP 2.....	\$ 32.77	24.73
GROUP 3.....	\$ 33.47	24.73

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

GROUP 1: Construction laborer; Fence erector; Flagger; Grade checker; Guard rail erector; Wire mesh layer; Joint man (mortar, mastic and all other types); Lighting installer (permanent or temporary); Lineman for automatic grade maker on paving machines; Mortar man; Multi-plate erector; Rip-rap installer (all products and materials); Road marking and delineation laborer; Setting and placing of all precast concrete products; Sign installation including supporting structure; Spraying of all epoxy, curing compound, or like material; sod layer; Air tool, power tool, and power equipment operator; Asphalt lute man; Asphalt raker man; Batch truck dumper; Bridge handrail erector; Handler (bulk or bag cement); Chain saw man; concrete puddler; concrete rubber; Concrete saw operator; Core drill operator, eye level; Hand blade operator; Hydro seeder man; Motor-driven Georgia buggy operator; Power-driven compactor or tamper operator; Power saw operator; Pumpcrete assembly man; Screed man or screw man on asphalt paver; Rebar installer; Sandblaster man; Sealer

applicator for asphalt (toxic); Setting and placing prestressed or precast concrete structural members; Side rail setter (for sidewalks, side ditches, radii, and pavements); Spreader box tender (manual or power-driven); Straw blower man; Subsurface drain and culvert pipe layer; Transverse and longitudinal hand bull float man; Concrete conveyor assembly man; Horizontal boring and jacking man; Jackman and sheetman; Pipe grade man; Winch and windlass operator

GROUP 2: Cutting torch burner; Laser beam aligner; Manhole erector; Sewer pipe layer; Water line installer, temporary or permanent; Welder (electric or oxy-acetylene) in connection with waterline and sewer work, Hod Carrier (tending bricklayers); Tying and associated grouting of utility lines

GROUP 3: Air track and wagon drillman; Concrete barrier rail form setter; Dynamite and powder man; General leadman; Concrete Saw Joint Control cutting

LAB00041-006 04/01/2023

HEAVY & HIGHWAY CONSTRUCTION

JASPER & STARKE COUNTIES

	Rates	Fringes
LABORERS		
Group 1.....	\$ 29.70	24.73
Group 2.....	\$ 30.00	24.73
Group 3.....	\$ 30.70	24.73

LABORERS CLASSIFICATIONS (HEAVY AND HIGHWAY)

GROUP 1: Construction Laborer, Carpenter Tender, Fence Erector, Grade Checker, Guard Rail Erector, Continuous Steel Rod or Mat Installer, Wire Mesh Layer, Joint Man (Mortar, Mastic, and all other types), Lighting Installer (Permanent or Temporary), Lineman for Automatic Grade Maker on Paving Machines, Mortar Man, Multi-Plant Erector, Rip-rap Installer (all Products and Materials), Road Marking and Delineation Laborer, Setting and Placing of all Precast Concrete Products, Sing Installation including supporting structure, Spraying of all Epoxy, Curing Compound, or Like Material, Flagperson, Air Tool, Power Tool Operator, Asphalt Raker Man, Batch Truck Dumper, Bridge Hand Rail Erector, Handler (bulk or bag cement), Chain Saw Man, Concrete Puddler, Concrete Rubber, Concrete Saw Operator, Core Drill Operator, Eye Level, Hand Blade Operator Hydro Seeder Man, Motor Driven Georgia Buggy Operator, Power Driven Compactor or Taper Operator, Power Saw Operator, Pump Crete Assembly Man, Sreed Man or Screw Man on Asphalt Paver, Regar Installer, Sandblaster Man, Sealer Applicator for Asphalt (toxic), Setting and Placing pre-stressed on Pre-cast Concrete Structural Members, Side Rail Setters (for Sidewalk, Side Ditches, Radii, and Pavement), Spreader Box Tender (manua or power driven), Straw Blower Man, Subsurface Drain and Culvert Pipe Layer, Concrete Conveyor, Horizontal Boring and Jackman and Sheetman, Pipe Greade Man, Winch and Windless Operator Conduit Installer, Sod Layer

GROUP 2: Cutting Torch Burner, Laser Beam Aligner, Manhole Erector, Sewer Pipe Layer, Water Line Installer, Temporary or Permanent Welders (electric or Oxy Acetylene)

GROUP 3: Air Track and Wagon Drillman, Dynamite and Powder Man, Concrete Barrier Rail Form Setter, Concrete Saw Joint Control Cutting

LAB0081-003 04/01/2023

UTILITY CONSTRUCTION

STARKE COUNTY

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 29.70	24.73
GROUP 2.....	\$ 30.00	24.73
GROUP 3.....	\$ 30.70	24.73

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

GROUP 1: Construction laborer; Fence erector; Flagger; Grade checker; Guard rail erector; Wire mesh layer; Joint man (mortar, mastic and all other types); Lighting installer (permanent or temporary); Lineman for automatic grade maker on paving machines; Mortar man; Multi-plate erector; Rip-rap installer (all products and materials); Road marking and delineation laborer; Setting and placing of all precast concrete products; Sign installation including supporting structure; Spraying of all epoxy, curing compound, or like material; sod layer; Air tool, power tool, and power equipment operator; Asphalt lute man; Asphalt raker man; Batch truck dumper; Bridge handrail erector; Handler (bulk or bag cement); Chain saw man; concrete puddler; concrete rubber; Concrete saw operator; Core drill operator, eye level; Hand blade operator; Hydro seeder man; Motor-driven Georgia buggy operator; Power-driven compactor or tamper operator; Power saw operator; Pumpcrete assembly man; Screed man or screw man on asphalt paver; Rebar installer; Sandblaster man; Sealer applicator for asphalt (toxic); Setting and placing prestressed or precast concrete structural members; Side rail setter (for sidewalks, side ditches, radii, and pavements); Spreader box tender (manual or power-driven); Straw blower man; Subsurface drain and culvert pipe layer; Transverse and longitudinal hand bull float man; Concrete conveyor assembly man; Horizontal boring and jacking man; Jackman and sheetman; Pipe grade man; Winch and windlass operator

GROUP 2: Cutting torch burner; Laser beam aligner; Manhole erector; Sewer pipe layer; Water line installer, temporary or permanent; Welder (electric or oxy-acetylene) in connection with waterline and sewer work, Hod Carrier (tending bricklayers); TVing and associated grouting of utility lines

GROUP 3: Air track and wagon drillman; Concrete barrier rail form setter; Dynamite and powder man; General leadman; Concrete Saw Joint Control cutting

LAB00120-003 04/01/2023

UTILITY CONSTRUCTION

MARION & SHELBY COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 29.00	17.72
GROUP 2.....	\$ 29.50	17.72
GROUP 3.....	\$ 30.00	17.72

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

GROUP 1: Construction laborer; Fence erector; Flagger; Grade checker; Guard rail erector; Wire mesh layer; Joint man (mortar, mastic and all other types); Lighting installer (permanent or temporary); Lineman for automatic grade maker on paving machines; Mortar man; Multi-plate erector; Rip-rap installer (all products and materials); Road marking and delineation laborer; Setting and placing of all precast concrete products; Sign installation including supporting structure; Spraying of all epoxy, curing compound, or like material; sod layer; Air tool, power tool, and power equipment operator; Asphalt lute man; Asphalt raker man; Batch truck dumper; Bridge handrail erector; Handler (bulk or bag cement); Chain saw man; concrete puddler; concrete rubber; Concrete saw operator; Core drill operator, eye level; Hand blade operator; Hydro seeder man; Motor-driven Georgia buggy operator; Power-driven compactor or tamper operator; Power saw operator; Pumpcrete assembly man; Screed man or screw man on asphalt paver; Rebar installer; Sandblaster man; Sealer applicator for asphalt (toxic); Setting and placing prestressed or precast concrete structural members; Side rail setter (for sidewalks, side ditches, radii, and pavements); Spreader box tender (manual or power-driven); Straw blower man; Subsurface drain and culvert pipe layer; Transverse and longitudinal hand bull float man; Concrete conveyor assembly man; Horizontal boring and jacking man; Jackman and sheetman; Pipe grade man; Winch and windlass operator

GROUP 2: Cutting torch burner; Laser beam aligner; Manhole erector; Sewer pipe layer; Water line installer, temporary or permanent; Welder (electric or oxy-acetylene) in connection with waterline and sewer work, TVing and associated grouting of utility lines

GROUP 3: Air track and wagon drillman; Concrete barrier rail form setter; Dynamite and powder man; General leadman; Concrete Saw Joint Control cutting; Hod Carrier (tending bricklayers)

LAB00204-003 04/01/2023

UTILITY CONSTRUCTION

CLAY, FOUNTAIN, GREENE, HENDRICKS, OWEN, PARKE, PUTNAM, SULLIVAN, VERMILLION, VIGO, & WARREN COUNTIES

Rates	Fringes
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Laborers:

GROUP 1.....	\$ 29.00	17.72
GROUP 2.....	\$ 29.50	17.72
GROUP 3.....	\$ 30.00	17.72

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

GROUP 1: Construction laborer; Fence erector; Flagger; Grade checker; Guard rail erector; Wire mesh layer; Joint man (mortar, mastic and all other types); Lighting installer (permanent or temporary); Lineman for automatic grade maker on paving machines; Mortar man; Multi-plate erector; Rip-rap installer (all products and materials); Road marking and delineation laborer; Setting and placing of all precast concrete products; Sign installation including supporting structure; Spraying of all epoxy, curing compound, or like material; sod layer; Air tool, power tool, and power equipment operator; Asphalt lute man; Asphalt raker man; Batch truck dumper; Bridge handrail erector; Handler (bulk or bag cement); Chain saw man; concrete puddler; concrete rubber; Concrete saw operator; Core drill operator, eye level; Hand blade operator; Hydro seeder man; Motor-driven Georgia buggy operator; Power-driven compactor or tamper operator; Power saw operator; Pumpcrete assembly man; Screed man or screw man on asphalt paver; Rebar installer; Sandblaster man; Sealer applicator for asphalt (toxic); Setting and placing prestressed or precast concrete structural members; Side rail setter (for sidewalks, side ditches, radii, and pavements); Spreader box tender (manual or power-driven); Straw blower man; Subsurface drain and culvert pipe layer; Transverse and longitudinal hand bull float man; Concrete conveyor assembly man; Horizontal boring and jacking man; Jackman and sheetman; Pipe grade man; Winch and windlass operator

GROUP 2: Cutting torch burner; Laser beam aligner; Manhole erector; Sewer pipe layer; Water line installer, temporary or permanent; Welder (electric or oxy-acetylene) in connection with waterline and sewer work, TVing and associated grouting of utility lines

GROUP 3: Air track and wagon drillman; Concrete barrier rail form setter; Dynamite and powder man; General leadman; Hod Carrier (tending bricklayers); Concrete Saw Joint Control cutting

LAB00213-003 04/01/2023

UTILITY CONSTRUCTION

ADAMS, ALLEN, DEKALB, HUNTINGTON, NOBLE, STEUBEN, WABASH, WELLS, & WHITLEY COUNTIES

	Rates	Fringes
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Laborers:

GROUP 1.....	\$ 29.00	17.72
GROUP 2.....	\$ 29.50	17.72
GROUP 3.....	\$ 30.00	17.72

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

GROUP 1: Construction laborer; Fence erector; Flagger; Grade checker; Guard rail erector; Wire mesh layer; Joint man (mortar, mastic and all other types); Lighting installer (permanent or temporary); Lineman for automatic grade maker on paving machines; Mortar man; Multi-plate erector; Rip-rap installer (all products and materials); Road marking and delineation laborer; Setting and placing of all precast concrete products; Sign installation including supporting structure; Spraying of all epoxy, curing compound, or like material; sod layer; Air tool, power tool, and power equipment operator; Asphalt lute man; Asphalt raker man; Batch truck dumper; Bridge handrail erector; Handler (bulk or bag cement); Chain saw man; concrete puddler; concrete rubber; Concrete saw operator; Core drill operator, eye level; Hand blade operator; Hydro seeder man; Motor-driven Georgia buggy operator; Power-driven compactor or tamper operator; Power saw operator; Pumpcrete assembly man; Screed man or screw man on asphalt paver; Rebar installer; Sandblaster man; Sealer applicator for asphalt (toxic); Setting and placing prestressed or precast concrete structural members; Side rail setter (for sidewalks, side ditches, radii, and pavements); Spreader box tender (manual or power-driven); Straw blower man; Subsurface drain and culvert pipe layer; Transverse and longitudinal hand bull float man; Concrete conveyor assembly man; Horizontal boring and jacking man; Jackman and sheetman; Pipe grade man; Winch and windlass operator

GROUP 2: Cutting torch burner; Laser beam aligner; Manhole erector; Sewer pipe layer; Water line installer, temporary or permanent; Welder (electric or oxy-acetylene) in connection with waterline and sewer work, TVing and associated grouting of utility lines

GROUP 3: Air track and wagon drillman; Concrete barrier rail form setter; Dynamite and powder man; General leadman; Hod Carrier (tending bricklayers); Concrete Saw Joint Control cutting

LAB00274-005 04/01/2023

UTILITY CONSTRUCTION

BENTON, BOONE, CARROLL, CASS, CLINTON, FULTON, HOWARD, MIAMI, MONTGOMERY, PULASKI, TIPPECANOE, TIPTON, and WHITE COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 29.00	17.72
GROUP 2.....	\$ 29.50	17.72
GROUP 3.....	\$ 30.00	17.72

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

GROUP 1: Construction laborer; Fence erector; Flagger; Grade checker; Guard rail erector; Wire mesh layer; Joint man (mortar, mastic and all other types); Lighting installer (permanent or temporary); Lineman for automatic grade maker on paving machines; Mortar man; Multi-plate erector; Rip-rap installer (all products and materials); Road

marking and delineation laborer; Setting and placing of all precast concrete products; Sign installation including supporting structure; Spraying of all epoxy, curing compound, or like material; sod layer; Air tool, power tool, and power equipment operator; Asphalt lute man; Asphalt raker man; Batch truck dumper; Bridge handrail erector; Handler (bulk or bag cement); Chain saw man; concrete puddler; concrete rubber; Concrete saw operator; Core drill operator, eye level; Hand blade operator; Hydro seeder man; Motor-driven Georgia buggy operator; Power-driven compactor or tamper operator; Power saw operator; Pumpcrete assembly man; Screed man or screw man on asphalt paver; Rebar installer; Sandblaster man; Sealer applicator for asphalt (toxic); Setting and placing prestressed or precast concrete structural members; Side rail setter (for sidewalks, side ditches, radii, and pavements); Spreader box tender (manual or power-driven); Straw blower man; Subsurface drain and culvert pipe layer; Transverse and longitudinal hand bull float man; Concrete conveyor assembly man; Horizontal boring and jacking man; Jackman and sheetman; Pipe grade man; Winch and windlass operator

GROUP 2: Cutting torch burner; Laser beam aligner; Manhole erector; Sewer pipe layer; Water line installer, temporary or permanent; Welder (electric or oxy-acetylene) in connection with waterline and sewer work, TVing and associated grouting of utility lines

GROUP 3: Air track and wagon drillman; Concrete barrier rail form setter; Dynamite and powder man; General leadman; Hod Carrier (tending bricklayers); Concrete Saw Joint Control cutting

LAB00561-015 04/01/2023

UTILITY CONSTRUCTION

DAVISS, DUBOIS, GIBSON, KNOX, PIKE, POSEY, SPENCER,
VANDERBURGH, & WARRICK COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 29.00	17.72
GROUP 2.....	\$ 29.50	17.72
GROUP 3.....	\$ 30.00	17.72

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

GROUP 1: Construction laborer; Fence erector; Flagger; Grade checker; Guard rail erector; Wire mesh layer; Joint man (mortar, mastic and all other types); Lighting installer (permanent or temporary); Lineman for automatic grade maker on paving machines; Mortar man; Multi-plate erector; Rip-rap installer (all products and materials); Road marking and delineation laborer; Setting and placing of all precast concrete products; Sign installation including supporting structure; Spraying of all epoxy, curing compound, or like material; sod layer; Air tool, power tool, and power equipment operator; Asphalt lute man; Asphalt raker man; Batch truck dumper; Bridge handrail erector; Handler (bulk or bag cement); Chain saw man;

concrete puddler; concrete rubber; Concrete saw operator; Core drill operator, eye level; Hand blade operator; Hydro seeder man; Motor-driven Georgia buggy operator; Power-driven compactor or tamper operator; Power saw operator; Pumpcrete assembly man; Screed man or screw man on asphalt paver; Rebar installer; Sandblaster man; Sealer applicator for asphalt (toxic); Setting and placing prestressed or precast concrete structural members; Side rail setter (for sidewalks, side ditches, radii, and pavements); Spreader box tender (manual or power-driven); Straw blower man; Subsurface drain and culvert pipe layer; Transverse and longitudinal hand bull float man; Concrete conveyor assembly man; Horizontal boring and jacking man; Jackman and sheetman; Pipe grade man; Winch and windlass operator

GROUP 2: Cutting torch burner; Laser beam aligner; Manhole erector; Sewer pipe layer; Water line installer, temporary or permanent; Welder (electric or oxy-acetylene) in connection with waterline and sewer work, Hod Carrier (tending bricklayers); Tying and associated grouting of utility lines

GROUP 3: Air track and wagon drillman; Concrete barrier rail form setter; Dynamite and powder man; General leadman; Concrete Saw Joint Control cutting

LAB00645-005 04/01/2023

UTILITY CONSTRUCTION

ELKHART COUNTY

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 29.00	17.72
GROUP 2.....	\$ 29.50	17.72
GROUP 3.....	\$ 30.00	17.72

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

GROUP 1: Construction laborer; Fence erector; Flagger; Grade checker; Guard rail erector; Wire mesh layer; Joint man (mortar, mastic and all other types); Lighting installer (permanent or temporary); Lineman for automatic grade maker on paving machines; Mortar man; Multi-plate erector; Rip-rap installer (all products and materials); Road marking and delineation laborer; Setting and placing of all precast concrete products; Sign installation including supporting structure; Spraying of all epoxy, curing compound, or like material; sod layer; Air tool, power tool, and power equipment operator; Asphalt lute man; Asphalt raker man; Batch truck dumper; Bridge handrail erector; Handler (bulk or bag cement); Chain saw man; concrete puddler; concrete rubber; Concrete saw operator; Core drill operator, eye level; Hand blade operator; Hydro seeder man; Motor-driven Georgia buggy operator; Power-driven compactor or tamper operator; Power saw operator; Pumpcrete assembly man; Screed man or screw man on asphalt paver; Rebar installer; Sandblaster man; Sealer applicator for asphalt (toxic); Setting and placing prestressed or precast concrete structural members; Side rail setter (for sidewalks, side ditches, radii, and

pavements); Spreader box tender (manual or power-driven);
Straw blower man; Subsurface drain and culvert pipe layer;
Transverse and longitudinal hand bull float man; Concrete
conveyor assembly man; Horizontal boring and jacking man;
Jackman and sheetman; Pipe grade man; Winch and windlass
operator

GROUP 2: Cutting torch burner; Laser beam aligner; Manhole
erector; Sewer pipe layer; Water line installer, temporary
or permanent; Welder (electric or oxy-acetylene) in
connection with waterline and sewer work, Hod Carrier
(tending bricklayers); TVing and associated grouting of
utility lines

GROUP 3: Air track and wagon drillman; Concrete barrier rail
form setter; Dynamite and powder man; General leadman;
Concrete Saw Joint Control cutting

LAB00645-006 04/01/2023

UTILITY CONSTRUCTION

KOSCIUSKO, LAGRANGE, & MARSHALL COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 29.00	17.72
GROUP 2.....	\$ 29.50	17.72
GROUP 3.....	\$ 30.00	17.72

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

GROUP 1: Construction laborer; Fence erector; Flagger; Grade
checker; Guard rail erector; Wire mesh layer; Joint man
(mortar, mastic and all other types); Lighting installer
(permanent or temporary); Lineman for automatic grade maker
on paving machines; Mortar man; Multi-plate erector;
Rip-rap installer (all products and materials); Road
marking and delineation laborer; Setting and placing of all
precast concrete products; Sign installation including
supporting structure; Spraying of all epoxy, curing
compound, or like material; sod layer; Air tool, power
tool, and power equipment operator; Asphalt lute man;
Asphalt raker man; Batch truck dumper; Bridge handrail
erector; Handler (bulk or bag cement); Chain saw man;
concrete puddler; concrete rubber; Concrete saw operator;
Core drill operator, eye level; Hand blade operator; Hydro
seeder man; Motor-driven Georgia buggy operator;
Power-driven compactor or tamper operator; Power saw
operator; Pumpcrete assembly man; Screed man or screw man
on asphalt paver; Rebar installer; Sandblaster man; Sealer
applicator for asphalt (toxic); Setting and placing
prestressed or precast concrete structural members; Side
rail setter (for sidewalks, side ditches, radii, and
pavements); Spreader box tender (manual or power-driven);
Straw blower man; Subsurface drain and culvert pipe layer;
Transverse and longitudinal hand bull float man; Concrete
conveyor assembly man; Horizontal boring and jacking man;
Jackman and sheetman; Pipe grade man; Winch and windlass
operator

GROUP 2: Cutting torch burner; Laser beam aligner; Manhole
erector; Sewer pipe layer; Water line installer, temporary

or permanent; Welder (electric or oxy-acetylene) in connection with waterline and sewer work, Hod Carrier (tending bricklayers); Tving and associated grouting of utility lines

GROUP 3: Air track and wagon drillman; Concrete barrier rail form setter; Dynamite and powder man; General leadman; Concrete Saw Joint Control cutting

LAB00741-007 04/01/2023

UTILITY CONSTRUCTION

BARTHOLOMEW, BROWN, DEARBORN, DECATUR, FRANKLIN, JACKSON, JENNINGS, JOHNSON, LAWRENCE, MARTIN, MONROE, MORGAN, OHIO, ORANGE & RIPLEY COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 29.00	17.72
GROUP 2.....	\$ 29.50	17.72
GROUP 3.....	\$ 30.00	17.72

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

GROUP 1: Construction laborer; Fence erector; Flagger; Grade checker; Guard rail erector; Wire mesh layer; Joint man (mortar, mastic and all other types); Lighting installer (permanent or temporary); Lineman for automatic grade maker on paving machines; Mortar man; Multi-plate erector; Rip-rap installer (all products and materials); Road marking and delineation laborer; Setting and placing of all precast concrete products; Sign installation including supporting structure; Spraying of all epoxy, curing compound, or like material; sod layer; Air tool, power tool, and power equipment operator; Asphalt lute man; Asphalt raker man; Batch truck dumper; Bridge handrail erector; Handler (bulk or bag cement); Chain saw man; concrete puddler; concrete rubber; Concrete saw operator; Core drill operator, eye level; Hand blade operator; Hydro seeder man; Motor-driven Georgia buggy operator; Power-driven compactor or tamper operator; Power saw operator; Pumpcrete assembly man; Screed man or screw man on asphalt paver; Rebar installer; Sandblaster man; Sealer applicator for asphalt (toxic); Setting and placing prestressed or precast concrete structural members; Side rail setter (for sidewalks, side ditches, radii, and pavements); Spreader box tender (manual or power-driven); Straw blower man; Subsurface drain and culvert pipe layer; Transverse and longitudinal hand bull float man; Concrete conveyor assembly man; Horizontal boring and jacking man; Jackman and sheetman; Pipe grade man; Winch and windlass operator

GROUP 2: Cutting torch burner; Laser beam aligner; Manhole erector; Sewer pipe layer; Water line installer, temporary or permanent; Welder (electric or oxy-acetylene) in connection with waterline and sewer work, Tving and associated grouting of utility lines

GROUP 3: Air track and wagon drillman; Concrete barrier rail form setter; Dynamite and powder man; General leadman; Hod

Carrier (tending bricklayers); Concrete Saw Joint Control cutting

LAB00795-004 04/01/2023

UTILITY CONSTRUCTION

CLARK, CRAWFORD, FLOYD, HARRISON, JEFFERSON, PERRY, SCOTT,
SWITZERLAND, & WASHINGTON COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 29.00	17.72
GROUP 2.....	\$ 29.50	17.72
GROUP 3.....	\$ 30.00	17.72

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

GROUP 1: Construction laborer; Fence erector; Flagger; Grade checker; Guard rail erector; Wire mesh layer; Joint man (mortar, mastic and all other types); Lighting installer (permanent or temporary); Lineman for automatic grade maker on paving machines; Mortar man; Multi-plate erector; Rip-rap installer (all products and materials); Road marking and delineation laborer; Setting and placing of all precast concrete products; Sign installation including supporting structure; Spraying of all epoxy, curing compound, or like material; sod layer; Air tool, power tool, and power equipment operator; Asphalt lute man; Asphalt raker man; Batch truck dumper; Bridge handrail erector; Handler (bulk or bag cement); Chain saw man; concrete puddler; concrete rubber; Concrete saw operator; Core drill operator, eye level; Hand blade operator; Hydro seeder man; Motor-driven Georgia buggy operator; Power-driven compactor or tamper operator; Power saw operator; Pumpcrete assembly man; Screed man or screw man on asphalt paver; Rebar installer; Sandblaster man; Sealer applicator for asphalt (toxic); Setting and placing prestressed or precast concrete structural members; Side rail setter (for sidewalks, side ditches, radii, and pavements); Spreader box tender (manual or power-driven); Straw blower man; Subsurface drain and culvert pipe layer; Transverse and longitudinal hand bull float man; Concrete conveyor assembly man; Horizontal boring and jacking man; Jackman and sheetman; Pipe grade man; Winch and windlass operator

GROUP 2: Cutting torch burner; Laser beam aligner; Manhole erector; Sewer pipe layer; Water line installer, temporary or permanent; Welder (electric or oxy-acetylene) in connection with waterline and sewer work, Hod Carrier (tending bricklayers); TVing and associated grouting of utility lines

GROUP 3: Air track and wagon drillman; Concrete barrier rail form setter; Dynamite and powder man; General leadman; Concrete Saw Joint Control cutting

LAB00999-001 04/01/2023

HEAVY AND HIGHWAY CONSTRUCTION

ALL COUNTIES EXCEPT: Jasper, Newton, & Starke

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 28.50	17.72
GROUP 2.....	\$ 29.00	17.72
GROUP 3.....	\$ 29.50	17.72

LABORERS CLASSIFICATIONS

GROUP 1: Construction laborer; Fence erector; Flagger; Grade checker; Guard rail erector; Wire mesh layer; Joint man (mortar, mastic and all other types); Lighting installer (permanent or temporary); Lineman for automatic grade maker on paving machines; Mortar man; Multi-plate erector; Rip-rap installer (all products and materials); Road marking and delineation laborer; Setting and placing of all precast concrete products; Sign installation including supporting structure; Spraying of all epoxy, curing compound, or like material; sod layer; Air tool, power tool, and power equipment operator; Asphalt lute man; Asphalt raker man; Batch truck dumper; Bridge handrail erector; Handler (bulk or bag cement); Chain saw man; concrete puddler; concrete rubber; Concrete saw operator; Core drill operator, eye level; Hand blade operator; Hydro seeder man; Motor-driven Georgia buggy operator; Power-driven compactor or tamper operator; Power saw operator; Pumpcrete assembly man; Screed man or screw man on asphalt paver; Rebar installer; Sandblaster man; Sealer applicator for asphalt (toxic); Setting and placing prestressed or precast concrete structural members; Side rail setter (for sidewalks, side ditches, radii, and pavements); Spreader box tender (manual or power-driven); Straw blower man; Subsurface drain and culvert pipe layer; Transverse and longitudinal hand bull float man; Concrete conveyor assembly man; Horizontal boring and jacking man; Jackman and sheetman; Pipe grade man; Winch and windlass operator

GROUP 2: Cutting torch burner; Laser beam aligner; Manhole erector; Sewer pipe layer; Water line installer, temporary or permanent; Welder (electric or oxy-acetylene) in connection with waterline and sewer work, TVing and associated grouting of utility lines

GROUP 3: Air track and wagon drillman; Concrete barrier rail form setter; Dynamite and powder man; General leadman; Hod Carrier (tending bricklayers); Concrete Saw Joint Control cutting

LAB01112-003 04/01/2023

UTILITY CONSTRUCTION

BLACKFORD, DELAWARE, FAYETTE, GRANT, HAMILTON, HANCOCK, HENRY, JAY, MADISON, RANDOLPH, RUSH, UNION & WAYNE COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 29.00	17.72

GROUP 2.....	\$ 29.50	17.72
GROUP 3.....	\$ 30.00	17.72

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

GROUP 1: Construction laborer; Fence erector; Flagger; Grade checker; Guard rail erector; Wire mesh layer; Joint man (mortar, mastic and all other types); Lighting installer (permanent or temporary); Lineman for automatic grade maker on paving machines; Mortar man; Multi-plate erector; Rip-rap installer (all products and materials); Road marking and delineation laborer; Setting and placing of all precast concrete products; Sign installation including supporting structure; Spraying of all epoxy, curing compound, or like material; sod layer; Air tool, power tool, and power equipment operator; Asphalt lute man; Asphalt raker man; Batch truck dumper; Bridge handrail erector; Handler (bulk or bag cement); Chain saw man; concrete puddler; concrete rubber; Concrete saw operator; Core drill operator, eye level; Hand blade operator; Hydro seeder man; Motor-driven Georgia buggy operator; Power-driven compactor or tamper operator; Power saw operator; Pumpcrete assembly man; Screed man or screw man on asphalt paver; Rebar installer; Sandblaster man; Sealer applicator for asphalt (toxic); Setting and placing prestressed or precast concrete structural members; Side rail setter (for sidewalks, side ditches, radii, and pavements); Spreader box tender (manual or power-driven); Straw blower man; Subsurface drain and culvert pipe layer; Transverse and longitudinal hand bull float man; Concrete conveyor assembly man; Horizontal boring and jacking man; Jackman and sheetman; Pipe grade man; Winch and windlass operator

GROUP 2: Cutting torch burner; Laser beam aligner; Manhole erector; Sewer pipe layer; Water line installer, temporary or permanent; Welder (electric or oxy-acetylene) in connection with waterline and sewer work, TVing and associated grouting of utility lines

GROUP 3: Air track and wagon drillman; Concrete barrier rail form setter; Dynamite and powder man; Hod Carrier (tending bricklayers); General leadman; Concrete Saw Joint Control cutting

PAIN0012-006 05/01/2023

COMMERCIAL AND INDUSTRIAL

DEARBORN, OHIO, RIPLEY AND SWITZERLAND COUNTIES:

	Rates	Fringes
PAINTER		
Bridges, Lead Abatement.....	\$ 26.30	11.35
Brush & Roller,		
Paperhanger, Drywall Taping.	\$ 29.57	12.42
Sandblasting, Waterblasting.	\$ 30.93	13.21
Spray.....	\$ 28.57	13.21

PAIN0027-005 06/01/2022

NEWTON COUNTY, West of Highway #41

	Rates	Fringes
GLAZIER.....	\$ 48.75	41.32

PAIN0047-005 06/01/2023

BARTHOLOMEW, BOONE, BROWN, DECATUR, HAMILTON, HANCOCK,
HENDRICKS, JACKSON, JENNINGS, JOHNSON, LAWRENCE, MARION,
MARTIN, MONROE, MORGAN, ORANGE, AND SHELBY COUNTIES

	Rates	Fringes
PAINTER		
BRIDGE WORK		
Concrete/Masonry Bridges...	\$ 26.44	13.30
Steel Bridges.....	\$ 30.50	14.50
NON-BRIDGE WORK		
Brush, Roller.....	\$ 29.52	15.89
Spray and Sand-Blasting....	\$ 30.52	15.89

PAIN0080-001 06/01/2023

BENTON, CARROLL, CASS, CLINTON, FOUNTAIN, MONTGOMERY TIPPECANOE
AND WARREN COUNTIES

	Rates	Fringes
PAINTER		
Brush and Roller.....	\$ 28.68	17.51
Spray and Sandblasting.....	\$ 29.63	17.51

PAIN0091-007 06/01/2023

ELKHART, FULTON, KOSCIUSKO AND MARSHALL COUNTIES

	Rates	Fringes
PAINTER		
Brush & Roller, Drywall		
Taping & Finishing,		
Vinyl/Paper Hanging.....	\$ 30.00	17.60
Spray.....	\$ 30.50	17.60

PAIN0118-005 06/01/2023

CLARK, CRAWFORD, FLOYD, HARRISON JEFFERSON, SCOTT AND
WASHINGTON COUNTIES

	Rates	Fringes
Painters:		
Heavy Construction		
Brush, Roller &		
Paperhanger.....	\$ 22.20	14.07
Spray, Sandblast &		
Waterblast.....	\$ 23.45	13.19
Highway Construction &		
Railroad Bridges		
Brush, Roller &		
Paperhanger.....	\$ 35.00	15.05
Spray, Sandblast &		
Waterblast.....	\$ 35.00	15.05

PAIN0156-001 04/01/2023

DAVISS, DUBOIS, GIBZSON, KNOX, PERRY, PIKE, POSSEY, SPENCER,
VANDERBURGH, AND WARRICK COUNTIES

	Rates	Fringes
Painters:		
BRUSH & ROLLER OF MASTICS, CREOSOTES, KEWINCH KOATE, & COAL TAR EPOXY.....	\$ 29.55	19.19
BRUSH & ROLLER.....	\$ 27.30	19.19
DRYWALL FINISHERS.....	\$ 27.55	19.19
SPRAY of MASTICS CREOSOTES, KWINCH KOATE, COAL TAR EPOXY.....	\$ 28.30	19.19
SPRAY, SANDBLAST, POWER TOOLS, WATERBLAST & STEAM CLEANING.....	\$ 28.30	19.19

FOOTNOTE A:
All Structures over 40? \$0.75/ hour above base wage
All Structures over 75? \$1.50/ hour above base wage
All Structures over 100? \$2.50/ hour above base wage

PAIN0197-001 06/01/2023

CLAY, GREENE, OWEN, PARKE, PUTNAM, SULLIVAN, VERMILLION AND
VIGO COUNTIES:

	Rates	Fringes
Painters:		
Brush & Roller.....	\$ 29.25	14.20
Sandblasting.....	\$ 31.25	14.20
Spray & Pot Man.....	\$ 30.00	14.20

FOOTNOTE A: \$1.00 premium for work on structures over 40 ft.
above floor/ground level
\$2.00 premium for work on structures over 100 ft
above floor/ground level

PAIN0387-004 11/01/2023

DEARBORN, FRANKLIN, OHIO, RIPLEY, and SWITZERLAND COUNTIES

	Rates	Fringes
GLAZIER.....	\$ 31.95	17.75

PAIN0460-004 06/01/2023

JASPER, NEWTON, PULASKI, STARKE AND WHITE COUNTIES

	Rates	Fringes
Painters:		
Brush & Roller Building.....	\$ 38.50	28.76
Brush and Roller		

Heavy and Highway.....	\$ 38.50	28.76
Drywall Taping & Finishing..	\$ 39.30	28.76

PAIN0469-002 06/01/2023

ADAMS, ALLEN, DEKALB, GRANT, HUNTINGTON, LAGRANGE, NOBLE,
STEUBEN, WABASH, WELLS, and WHITLEY COUNTIES

	Rates	Fringes
Painters:		
Brush, Roller, Paperhanger, & Drywall Finishing.....	\$ 25.04	15.32
Lead Abatement.....	\$ 30.24	15.32
Spray & Sandblast Pot Tenders and Ground Personnel.....	\$ 25.05	15.32
Spray, Sandblast, Power Tools, Waterblast, & Steam Cleaning.....	\$ 25.04	15.32

PAIN0669-001 05/01/2023

BLACKFORD, DELAWARE, FAYETTE, FRANKLIN, HENRY, HOWARD, JAY,
MADISON, MIAMI, RANDOLPH, RUSH, TIPTON, UNION and WAYNE COUNTIES

	Rates	Fringes
Painters:		
Brush; Roller; Paperhanging; Drywall Finishers.....	\$ 23.70	15.79
Spray/Waterblasting; Sandblasting.....	\$ 24.70	15.79

PAIN1165-014 07/01/2023

CLARK, CRAWFORD, DAVIESS, DUBOIS, FLOYD, GIBSON, HARRISION,
JEFFERSON, KNOX, MARTIN, ORANGE, PERRY, PIKE, POSEY, SCOTT,
SPENCER, VANDERBURGH, WARRICK AND WASHINGTON

	Rates	Fringes
GLAZIER.....	\$ 30.87	18.83

PAIN1165-017 07/01/2023

ADAMS, ALLEN, BLACKFORD, DE KALB, GRANT, HUNTINGTON, JAY,
NOBLE, STEUBEN, WABASH, WELLS AND WHITLEY COUNTIES

	Rates	Fringes
GLAZIER.....	\$ 28.00	17.82

PAIN1165-018 07/01/2023

JASPER and NEWTON (East of Highway #41) COUNTIES

	Rates	Fringes
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GLAZIER.....\$ 40.09 27.98

PAIN1165-019 07/01/2023

ELKHART, FULTON, KOSCIUSKO, LAGRANGE, MARSHALL, PULASKI, and
STARKE COUNTY

Rates Fringes

GLAZIER.....\$ 31.22 21.57

PAIN1165-022 01/01/2023

BARTHOLOMEW, BENTON, BOONE, BROWN, CARROLL, CASS, CLAY,
CLINTON, DECATUR, DELEWARE, FAYETTE, FOUNTAIN, GREENE, HAMILTON,
HANCOCK, HENDRICKS, HENRY, HOWARD, JACKSON, JENNINGS, JOHNSON,
LAWRENCE, MADISON, MARION, MIAMI, MONROE, MONTGOMERY, MORGAN,
OWEN, PARKE, PUTNAM, RANDOLPH, RUSH, SHELBY, SULLIVAN,
TIPPECANOE, TIPTON, UNION, VIGO, VERMILLION, WARREN, WAYNE, and
WHITE COUNTIES

Rates Fringes

GLAZIER.....\$ 31.92 19.43

PLAS0075-001 06/01/2017

CLAY, OWEN, PARKE, PUTNAM, VERMILLION AND VIGO COUNTIES:

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 25.75 13.50

PLAS0075-002 06/01/2017

GREENE and SULLIVAN COUNTIES

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 28.50 13.50

PLAS0101-001 06/01/2018

ELKHART, FULTON AND MARSHALL COUNTIES; PULASKI COUNTY (SOUTHERN
1/2):

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 31.50 14.30

PLAS0101-008 06/01/2014

ADAMS, ALLEN, DEKALB, HUNTINGTON, KOSCIUSKO, LAGRANGE, NOBLE,
STEUBEN, WELLS AND WHITLEY COUNTIES

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 23.38 11.94

PLASTERER.....\$ 25.69 11.75

PLAS0438-003 06/01/2018

PULASKI (NORTHERN 2/3), JASPER (N. EASTERN PORTION OF WEST TO BUT NOT INCLUDING WHEATFIELD), ALL OF STARKE COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 36.01	25.40

PLAS0692-002 06/01/2023		

AREA #46

BARTHOLOMEW, BOONE, BROWN, CLARK, CLAY, CRAWFORD, DAVIESS, DUBOIS, GIBSON, HENDRICKS, JACKSON, JEFFERSON, JENNINGS, JOHNSON, KNOX, LAWRENCE, MARION, MARTIN, MONROE, MORGAN, ORANGE, OWEN, PARKE, PERRY, PIKE, POSEY, PUTNAM, SCOTT, SHELBY, SPENCER, VANDERBURGH, VERMILLION, VIGO and WARRICK COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 29.89	16.63

PLAS0692-008 05/01/2023		

BARTHOLOMEW, BROWN, CLARK, DEARBORN, FLOYD, JACKSON, JEFFERSON, JENNINGS, LAWRENCE, OHIO, ORANGE, RIPLEY, SCOTT, SHELBY, SWITZERLAND, and WASHINGTON Counties

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER AREA #821.....	\$ 28.12	16.90

PLAS0692-009 06/01/2023		

AREA #83

BLACKFORD, DELAWARE, GRANT, HAMILTON (Northern Part), HANCOCK (Northern Part), JAY, MADISON, TIPTON, and WABASH COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 29.25	19.34
PLASTERER.....	\$ 28.14	15.90

PLAS0692-011 06/01/2023		

AREA #83

DECATUR, FAYETTE, FRANKLIN, HENRY, RANDOLPH, RUSH, UNION and WAYNE COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 29.25	19.34
PLASTERER.....	\$ 28.14	15.90

PLAS0692-015 06/01/2023		

AREA #121

BENTON, CARROLL, CASS, CLINTON, FOUNTAIN, HOWARD, MIAMI,
MONTGOMERY, TIPPECANOE, WARREN, WHITE and VERMILLION (Northern
Part) COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 31.25	20.20
PLASTERER.....	\$ 27.71	16.40

PLAS0692-018 06/01/2023		

AREA #165

NEWTON COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 43.03	29.03

PLAS0692-022 06/01/2023		

Southward on Rt. No. 49 to the JASPER, BENTON and WHITE County
lines, including the City Limits of Wheatfield, Rensselaer and
Remington, Indiana. To the West, the boundary of NEWTON County

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER AREA #406.....	\$ 41.22	30.84

PLAS0692-023 06/01/2023		

AREA #532

BOONE, HAMILTON (SOUTH HALF OF COUNTY NORTH TO NEW ROUTE
INDIANA #32 INCLUDING NOBLESVILLE); HANCOCK COUNTY (SOUTHERN
AND WESTERN PART OF HANCOCK COUNTY, NORTH TO BUT NOT INCLUDING
FORTVILLE); HENDRICKS, JOHNSON, MARION and MORGAN COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 32.00	19.56
Slip Form Shift Work.....	\$ 33.00	19.56
Swinging/Suspended Scaffold..	\$ 32.25	19.56

PLAS0692-027 04/01/2023		

AREA #566

CRAWFORD, DAVIESS, DUBOIS, GIBSON, HARRISON, KNOX, MARTIN,
PERRY, PIKE, POSEY, SPENCER, VANDERBURGH and WARRICK COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 29.00	19.71

PLUM0136-003 04/01/2023		

BROWN, DAVIESS, DUBOIS, GIBSON, JACKSON, LAWRENCE, MARTIN,
MONROE, ORANGE, OWEN, PERRY, PIKE, POSEY, SPENCER, VANDERBURGH,

WARRICK, and WASHINGTON Counties

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 40.82	20.92

PLUM0157-002 07/01/2023		

BENTON, CARROLL, CLINTON, FOUNTAIN, MONTGOMERY, TIPPECANOE,
WARREN AND WHITE COUNTIES:

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 40.95	21.65

PLUM0166-001 06/01/2023		

ADAMS, ALLEN, BLACKFORD, DE KALB, GRANT, HUNTINGTON, NOBLE,
STEUBEN, WABASH, WELLS, and WHITLEY COUNTIES

	Rates	Fringes
Plumber and Steamfitter.....	\$ 40.81	19.41

PLUM0166-002 06/01/2023		

ELKHART, KOSCIUSKO, and LAGRANGE COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 40.81	19.41

PLUM0172-001 06/01/2023		

JASPER (S of the N. Side of the City of Rensselaer), MARSHALL,
PULASKI and STARKE COUNTIES

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 39.69	22.71

PLUM0210-003 09/01/2023		

JASPER (to the City of Rensselaer) and NEWTON COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 46.42	26.61

PLUM0392-006 06/01/2023		

DEARBORN, OHIO, RIPLEY, AND SWITZERLAND COUNTIES

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 38.62	28.39

PLUM0440-002 06/04/2023		

BARTHOLOMEW, BOONE, HAMILTON, HANCOCK, HENDRICKS, HOWARD,

DAVISS COUNTY
NH 0101 (100)

JOHNSON AND MARION COUNTIES; MIAMI COUNTY (SOUTH OF A STRAIGHT
LINE WHERE ROUTE 218 ENTERS W. BOUNDARY); MORGAN, SHELBY and
TIPTON COUNTIES

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 43.00	18.89

PLUM0440-004 06/01/2018		

FAYETTE, FRANKLIN, HENRY, RANDOLPH, RUSH, UNION and WAYNE
COUNTIES

	Rates	Fringes
Plumber and Steamfitter.....	\$ 37.67	16.79

PLUM0502-001 08/01/2016		

CLARK, FLOYD AND HARRISON COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 32.00	20.13

PLUM0597-004 06/01/2018		

JASPER (Excluding the city limits of Rensselear), AND NEWTON
(Entire County)

	Rates	Fringes
PIPEFITTER.....	\$ 48.50	31.12

ROOF0023-004 06/01/2021		

ADAMS, ALLEN, DEKALB, ELKHART, FULTON, HUNTINGTON, KOSCIUSKO,
LAGRANGE, MARSHALL, MIAMI, NOBLE, PULASKI, STARKE, STEUBEN,
WABASH, WELLS, and WHITLEY COUNTIES

	Rates	Fringes
ROOFER		
COMPOSITION.....	\$ 30.50	19.03
SLATE & TILE.....	\$ 32.00	19.03

ROOF0026-002 06/01/2023		

JASPER AND NEWTON COUNTIES

	Rates	Fringes
ROOFER.....	\$ 42.50	25.76

ROOF0042-002 08/01/2023		

DEARBORN, OHIO and RIPLEY COUNTIES

	Rates	Fringes
ROOFER.....	\$ 32.00	19.69

ROOF0075-001 05/01/2023

FAYETTE, RANDOLPH, UNION, and WAYNE Counties

	Rates	Fringes
ROOFER		
Composition.....	\$ 25.63	20.81
Slate & Tile.....	\$ 27.25	20.81

ROOF0075-002 05/01/2021

CLINTON COUNTY

	Rates	Fringes
ROOFER		
Composition.....	\$ 24.38	20.09
Slate & Tile.....	\$ 24.60	20.09

ROOF0106-006 04/01/2021

CRAWFORD, DAVIESS, DUBOIS, GIBSON KNOX, MARTIN, ORANGE PERRY,
PIKE, POSEY, SPENCER, VANDERBURGH AND WARRICK

	Rates	Fringes
ROOFER		
COMPOSITION.....	\$ 31.00	18.43
SLATE & TILE.....	\$ 30.80	16.52

ROOF0119-002 09/01/2023

BARTHOLOMEW, BLACKFORD, BOONE, BROWN, DECATUR, DELAWARE,
FRANKLIN, GRANT, HAMILTON, HANCOCK, HENDRICKS, HENRY, HOWARD,
JACKSON, JAY, JENNINGS, JOHNSON, LAWRENCE, MADISON, MARION,
MONROE, MONTGOMERY, MORGAN, PUTNAM, RUSH, SHELBY, and TIPTON
Counties

	Rates	Fringes
ROOFER.....	\$ 30.00	12.84

ROOF0147-002 04/01/2018

CLARK, FLOYD, HARRISON JEFFERSON, SCOTT, SWITZERLAND, and
WASHINGTON Counties

	Rates	Fringes
ROOFER.....	\$ 24.43	10.20

ROOF0150-002 07/01/2022

CLAY, GREENE, OWEN, PARKE, SULLIVAN, VERMILLION AND VIGO
COUNTIES

	Rates	Fringes
ROOFER.....	\$ 28.75	17.55

SHEE0020-003 07/01/2023

	Rates	Fringes
Sheet metal worker (HVAC Duct Work).....	\$ 34.58	25.81

SHEE0020-010 07/01/2023

BARTHOLOMEW, BOONE, BROWN, DECATUR, DELAWARE, FAYETTE, FRANKLIN, HAMILTON, HANCOCK, HENDRICKS, HENRY, JACKSON, JENNINGS, JOHNSON, LAWRENCE, MADISON, MARION, MONROE, MONTGOMERY, MORGAN, ORANGE, RIPLEY, RUSH, SHELBY, TIPTON, UNION AND WASHINGTON COUNTIES

	Rates	Fringes
SHEET METAL WORKER.....	\$ 40.91	25.22

SHEE0020-011 07/01/2023

CLINTON COUNTY

	Rates	Fringes
SHEET METAL WORKER.....	\$ 37.82	26.37

SHEE0020-024 07/01/2023

CLAY, GREENE, MARTIN, OWEN, PARKE, PUTNAM, SULLIVAN, VERMILLION, and VIGO COUNTIES

	Rates	Fringes
Sheet metal worker.....	\$ 40.91	25.22

TEAM0135-003 04/01/2023

REMAINING COUNTIES

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 33.02	18.98
GROUP 2.....	\$ 33.07	18.98
GROUP 3.....	\$ 33.12	18.98
GROUP 4.....	\$ 33.17	18.98
GROUP 5.....	\$ 33.22	18.98
GROUP 6.....	\$ 33.27	18.98
GROUP 7.....	\$ 33.32	18.98
GROUP 8.....	\$ 33.37	18.98
GROUP 9.....	\$ 33.42	18.98
GROUP10.....	\$ 32.87	18.98
GROUP11.....	\$ 33.42	18.98
GROUP12.....	\$ 33.52	18.98

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Single/batches axle straight trucks; Batch trucks, wet or dry 3 (34E) axle or less; Single axle Grease and maintenance truck

GROUP 2: Single axle fuel and water trucks

GROUP 3: Single axle ""dog-legs"", and tandem truck or dog-legs; Winch trucks or A-frames when used for transportation purposes; Drivers on batch trucks, wet or dry over 3 (34E) batches and tandem axle grease and maintenance truck

GROUP 4: Tandem axle fuel trucks; tandem axle water trucks; butuminous distributors (two-man)

GROUP 5: Tandem trucks over 15 tons payload; Single axle semi trucks; Farm tractors hauling material; Mixer trucks (all types); Trucks pulling tilt-top trailer single axle; Single axle low- boys; Truck-mounted pavement breakers

GROUP 6: Tandem trucks or ""dog-legs""; Semi-water Truck; Sprinkler Truck; Heavy equipment-type water wagons, 5,000 gallons and under; butuminous distributors (one-man)

GROUP 7: Tri-axle trucks; Tandem axle semi trucks; Equipment when not self-loaded or pusher loaded, such as Koehring or similar dumpsters, track trucks, Euclid bottom dump and hug bottom dump, tournatrailers, tournarockers, Acey wagons or for similar equipment (12 cu yds or less); Mobile mixer truck; Tandem Axle trucks pulling tilt-top trailer; Tandem - Axle lowboy; Tri- Axle batch Truck; Tri-Axle grease and maintenance truck

GROUP 8: Tandem-tandem semi trucks; Truck mechanics and welders; Heavy equipment-type water wagon over 5,000 gallons; Tri-Axle Trucks pulling tilt-top trailer; Low-boys, tandem-tandem axle

GROUP 9: Low-boys, tandem tri-axle; Acey wagons up to and including 3 buckets; Equipment when not self-loaded or pusher loaded, such as koehring or similar dumpsters, Track Trucks, Euclid bottom dump and hug bottom dump, Tournatrailers, Tournarockers, Acey wagons or for similar equipment (over 12 cu yds.)

GROUP 10: Pick-up trucks

GROUP 11: Helpers; Greasers; Tire men; Batch board tenders; Warehouseman

GROUP 12: Acey wagon (over 3 buckets); Quad Axle Trucks; Articulating Dump

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

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

like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

Survey wage rates are not updated and remain in effect until a

new survey is conducted.

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY
(Executive Order 11246)**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

GOALS FOR MINORITY PARTICIPATION IN EACH TRADE	GOALS FOR FEMALE PARTICIPATION IN EACH TRADE
4.7%	6.9%

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

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

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

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

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

PART IV
INSURANCE

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

PART V
BID ITEMS

PROPOSAL BID ITEMS

242971

Page 1 of 1

Report Date 1/25/24

Section: 0001 - BRIDGE - B00164N OVER OHIO RIVER

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	02003		RELOCATE TEMP CONC BARRIER	480.00	LF		\$	
0020	02562		TEMPORARY SIGNS	765.00	SQFT		\$	
0030	02650		MAINTAIN & CONTROL TRAFFIC	1.00	LS		\$	
0040	02775		ARROW PANEL	3.00	EACH		\$	
0050	02898		RELOCATE CRASH CUSHION	1.00	EACH		\$	
0060	03171		CONCRETE BARRIER WALL TYPE 9T	860.00	LF		\$	
0070	03225		TUBULAR MARKERS	182.00	EACH		\$	
0080	06514		PAVE STRIPING-PERM PAINT-4 IN	7,371.00	LF		\$	
0090	06550		PAVE STRIPING-TEMP REM TAPE-W	23,926.00	LF		\$	
0100	06551		PAVE STRIPING-TEMP REM TAPE-Y	39,063.00	LF		\$	
0110	06556		PAVE STRIPING-DUR TY 1-6 IN W	3,628.00	LF		\$	
0120	06557		PAVE STRIPING-DUR TY 1-6 IN Y	13,875.00	LF		\$	
0130	08903		CRASH CUSHION TY VI CLASS BT TL3	1.00	EACH		\$	
0140	26214EC		STAY CABLE FREE LENGTH REPAIR	4.00	EACH		\$	
0150	26215EC		FRICTION DAMPER	96.00	EACH		\$	
0160	26216EC		VOID REPAIR	192.00	EACH		\$	
0170	26217EC		CONNECTION SLEEVE REPAIR	192.00	EACH		\$	
0180	26218EC		GREASE REPLACEMENT	192.00	EACH		\$	
0190	26219EC		NEOPRENE BOOT REPLACEMENT	96.00	EACH		\$	
0200	26220EC		STAY CABLE PROTECTIVE TAPE REPAIR	1.00	LS		\$	
0210	26221ED		WIND TIE SYSTEM REMOVAL	1.00	LS		\$	

Section: 0002 - DEMOBILIZATION &/OR MOBILIZATION

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0220	02568		MOBILIZATION	1.00	LS		\$	
0230	02569		DEMOBILIZATION	1.00	LS		\$	