CALL NO. 102

CONTRACT ID. 261139

CHRISTIAN COUNTY

FED/STATE PROJECT NUMBER STP 5044001

DESCRIPTION LAFAYETTE ROAD (KY 107) @ LOVERS LANE INTERSECTION

WORK TYPE ASPHALT SURFACE WITH GRADE & DRAIN

PRIMARY COMPLETION DATE 11/21/2027

LETTING DATE: December 10,2026

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN STANDARD TIME December 10,2026. Bids will be publicly announced at 10:00 AM EASTERN STANDARD TIME.

PLANS AVAILABLE FOR THIS PROJECT.

DBE CERTIFICATION REQUIRED - 0%

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

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SCOPE OF WORK

ADMINISTRATIVE DISTRICT - 02

CONTRACT ID - 261139

STP 5044001

COUNTY - CHRISTIAN

PCN - DE02401072639
STP 5044001

LAFAYETTE ROAD (KY 107) IMPROVE SAFETY AND MOBILITY BY WIDENING AND CORRECTING GEOMETRIC DEFICIENCIES ON KY 107, A DISTANCE OF 0.60 MILES.ASPHALT SURFACE WITH GRADE & DRAIN SYP NO. 02-80250.00.

GEOGRAPHIC COORDINATES LATITUDE 36:48:57.00 LONGITUDE 87:30:25.00

ADT

COMPLETION DATE(S):

COMPLETED BY 11/21/2027 APPLIES TO ENTIRE CONTRACT

CONTRACT NOTES

INSURANCE

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

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 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/construction-procurement). 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 state agency certifies that it is in compliance with the provisions of KRS 45A.150, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, 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 agreement for the purpose of financial audit or program review. 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. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

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.

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
102.13 Irregular Bid Proposals
102.09 Proposal Guaranty
102.08 Preparation and Delivery of Proposals
102.14 Disqualification of Bidders

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. S u b - 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

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 a fully executed DBE Subcontract, 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 Office for Civil Rights & Small Business Development. 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 certainly 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. Tony Youssefi. Mr. Youssefi's current contact information is email address – tyousseffi@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.

INCIDENTAL SURFACING

The Department has included in the quantities of asphalt mixtures established in the proposal estimated quantities required for resurfacing or surfacing mailbox turnouts, farm field entrances, residential and commercial entrances, curve widening, ramp gores and tapers, and road and street approaches, as applicable. Pave these areas to the limits as shown on Standard Drawing RPM-110-06 or as directed by the Engineer. In the event signal detectors are present in the intersecting streets or roads, pave the crossroads to the right of way limit or back of the signal detector, whichever is the farthest back of the mainline. Surface or resurface these areas as directed by the Engineer. The Department will not measure placing and compacting for separate payment but shall be incidental to the Contract unit price for the asphalt mixtures.

ASPHALT PAVEMENT RIDE QUALITY CATEGORY A

The Department will apply Pavement Rideability Requirements on this project in accordance with Section 410, Category A.

OPTION A

Be advised that the Department will accept compaction of asphalt mixtures furnished for driving lanes and ramps, at 1 inch (25mm) or greater, on this project according to OPTION A in accordance with Section 402 and Section 403 of the current Standard Specifications. The Department will require joint cores as described in Section 402.03.02 for surface mixtures only. The Department will accept compaction of all other asphalt mixtures according to OPTION B.

SPECIAL NOTE

For Tree Removal

Christian County
IMPROVE SAFETY AND MOBILITY BY WIDENING AND CORRECTING GEOMETRIC DEFICIENCIES ON KY 107 FROM MILEPOINT 15.0 TO MILEPOINT 15.6
Item No. 2-80250

NO CLEARING OF TREES 5 INCHES OR GREATER (DIAMETER BREAST HEIGHT) FROM MAY 15 - JULY 31.

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

SPECIAL NOTE FOR PIPELINE INSPECTION

1.0 DESCRIPTION. The Department will perform visual inspections on all pipe on the project. A video inspection will be required on projects having more than 250 linear feet of storm sewer and/or culvert pipe and on routes with an ADT of greater than 1,000 vehicles. Conduct video inspections on all pipe located under the roadway and 50 percent of the remaining pipe not under the roadway. Storm sewer runs and outfall pipes not under the roadway take precedence over rural entrance pipes. Contractors performing this item of work must be prequalified with the Department in the work type J51 (Video Pipe Inspection and Cleaning). Deflection testing shall be completed using a mandrel in accordance with the procedure outlined below or by physical measurement for pipes greater than 36inches in diameter. Mandrel testing for deflection must be completed prior to the video inspection testing. Unless otherwise noted, Section references herein are to the Department's Standard Specifications for Road and Bridge Construction, current edition.

2.0 VIDEO INSPECTION. Ensure pipe is clear of water, debris or obstructions. Complete the video inspection and any necessary measurement prior to placing the final surface over any pipe. When paving will not be delayed, take measurements 30 days or more after the completion of earthwork to within 1 foot of the finished subgrade. Notify the Engineer a minimum of 24 hours in advance of inspection and notify the Engineer immediately if distresses or locations of improper installation are logged.

2.1 INSPECTION FOR DEFECTS AND DISTRESSES

A) Begin at the outlet end and proceed through to the inlet at a speed less than or equal to 30 ft/minute. Remove blockages that will prohibit a continuous operation.

B) Document locations of all observed defects and distresses including but not limited to: cracking, spalling, slabbing, exposed reinforcing steel, sags, joint offsets, joint separations, deflections, improper joints/connections, blockages, leaks, rips, tears, buckling, deviation from line and grade, damaged coatings/paved inverts, and other anomalies not consistent with a properly installed pipe.

C) During the video inspection provide a continuous 360 degree pan of every pipe joint.

D) Identify and measure all cracks greater than 0.1" and joint separations greater than 0.5".

E) Video Inspections are conducted from junction to junction which defines a pipe run. A junction is defined as a headwall, drop box inlet, curb box inlet, manhole, buried junction, or other structure that disturbs the continuity of the pipe. Multiple pipe inspections may be conducted from a single set up location, but each pipe run must be on a separate video file and all locations are to be referenced from nearest junction relative to that pipe run.

F) Record and submit all data on the TC 64-765 and TC 64-766 forms.

3.0 MANDREL TESTING. Mandrel testing will be used for deflection testing. For use on Corrugated Metal Pipe, High Density Polyethylene Pipe, and Polyvinyl Chloride Pipe, use a mandrel device with an odd number of legs (9 minimum) having a length not less than the outside diameter of the mandrel. The diameter of the mandrel at any point shall not be less than the diameter specified in Section 3.6. Mandrels can be a fixed size or a variable size.

3.1 Use a proving ring or other method recommended by the mandrel manufacturer to verify mandrel diameter prior to inspection. Provide verification documentation for each size mandrel to the Engineer.

3.2 All deflection measurements are to be based off of the AASHTO Nominal Diameters. Refer to the chart in section 3.6.

3.3 Begin by using a mandrel set to the 5.0% deflection limit. Place the mandrel in the inlet end of the pipe and pull through to the outlet end. If resistance is met prior to completing the entire run, record the maximum distance achieved from the inlet side, then remove the mandrel and continue the inspection from the outlet end of the pipe toward the inlet end. Record the maximum distance achieved from the outlet side.

3.4 If no resistance is met at 5.0% then the inspection is complete. If resistance occurred at 5.0% then repeat 3.1 and 3.2 with the mandrel set to the 10.0% deflection limit. If the deflection of entire pipe run cannot be verified with the mandrel then immediately notify the Engineer.

3.5 Care must be taken when using a mandrel in all pipe material types and lining/coating scenarios. Pipe damaged during the mandrel inspection will be video inspected to determine the extent of the damage. If the damaged pipe was video inspected prior to mandrel inspection then a new video inspection is warranted and supersedes the first video inspection. Immediately notify the Engineer of any damages incurred during the mandrel inspection and submit a revised video inspection report.

3.6 AASHTO Nominal Diameters and Maximum Deflection Limits.

Base Pipe Diameter	AASHTO Nominal Diameter	Max. Deflection Limit	
		5.0%	10.0%
(inches)	(inches)	(inches)	
15	14.76	14.02	13.28
18	17.72	16.83	15.95
24	23.62	22.44	21.26
30	29.53	28.05	26.58
36	35.43	33.66	31.89
42	41.34	39.27	37.21
48	47.24	44.88	42.52
54	53.15	50.49	47.84
60	59.06	56.11	53.15

4.0 PHYSICAL MEASUREMENT OF PIPE DEFLECTION. Alternate method for deflection testing when there is available access or the pipe is greater than 36 inches in diameter, as per 4.1. Use a contact or non-contact distance instrument. A leveling device is recommended for establishing or verifying vertical and horizontal control.

4.1 Physical measurements may be taken after installation and compared to the AASHTO Nominal Diameter of the pipe as per Section 3.6. When this method is used, determine the smallest interior diameter of the pipe as measured through the center point of the pipe (D2). All measurements are to be taken from the inside crest of the corrugation. Take the D2 measurements at the most deflected portion of the pipe run in question and at intervals no greater than ten (10) feet through the run. Calculate the deflection as follows:

% Deflection = [(AASHTO Nominal Diameter - D2) / AASHTO Nominal Diameter] x 100%

Note: The Engineer may require that preset monitoring points be established in the culvert prior to backfilling. For these points the pre-installation measured diameter (D1) is measured and recorded. Deflection may then be calculated from the following formula:

$$\% \text{ Deflection} = [(D1 - D2) / D1] (100\%)$$

4.2 Record and submit all data.

5.0 DEDUCTION SCHEDULE. All pipe deductions shall be handled in accordance with the tables shown below.

FLEXIBLE PIPE DEFLECTION	
Amount of Deflection (%)	Payment
0.0 to 5.0	100% of the Unit Bid Price
5.1 to 9.9	50% of the Unit Bid Price [(1)]
10 or greater	Remove and Replace [(2)]

[(1)] Provide Structural Analysis for HDPE and metal pipe. Based on the structural analysis, pipe may be allowed to remain in place at the reduced unit price. [(2)] The Department may allow the pipe to remain in place with no pay to the Contractor in instances where it is in the best interest to the public and where the structural analysis demonstrates that the pipe should function adequately.

RIGID PIPE REMEDIATION TABLE PIPE	
Crack Width (inches)	Payment
≤ 0.1	100% of the Unit Bid Price
Greater than 0.1	Remediate or Replace [(1)]

(1) Provide the Department in writing a method for repairing the observed cracking. Do not begin work until the method has been approved.

6.0 PAYMENT. The Department will measure the quantity in linear feet of pipe to inspect. The Department will make payment for the completed and accepted quantities under the following:

Code	Pay Item	Pay Unit
24814EC	Pipeline Inspection	Linear Foot
10065NS	Pipe Deflection Deduction	Dollars

SPECIAL NOTE FOR NON-TRACKING TACK COAT

1. DESCRIPTION AND USEAGE. This specification covers the requirements and practices for applying a non-tracking tack asphalt coating. Place this material on the existing pavement course, prior to placement of a new asphalt pavement layer. Use when expedited paving is necessary or when asphalt tracking would negatively impact the surrounding area. This material is not suitable for other uses. Ensure material can "break" within 15 minutes under conditions listed in 3.2.

2. MATERIALS, EQUIPMENT, AND PERSONNEL.

2.1 Non-Tracking Tack. Provide material conforming to Subsection 2.1.1.

2.1.1 Provide a tack conforming to the following material requirements:

Property	Specification	Test Procedure
Viscosity, SFS, 77 ˚ F	20 – 100	AASHTO T 72
Sieve, %	0.3 max.	AASHTO T 59
Asphalt Residue[1], %	50 min.	AASHTO T 59
Oil Distillate, %	1.0 max.	AASHTO T 59
Residue Penetration, 77 ˚ F	0 - 30	AASHTO T 49
Original Dynamic Shear (G*/sin δ), 82 ˚ C	1.0 min.	AASHTO T 315
Softening Point, ˚ F	149 min.	AASHTO T 53
Solubility, %	97.5 min.	AASHTO T 44

[1] Bring sample to 212 ˚F over a 10-15 minute period. Maintain 212 ˚F for 15-20 minutes or until 30-40 mL of water has distilled. Continue distillation as specified in T59.

2.2. Equipment. Provide a distributor truck capable of heating, circulating, and spraying the tack between 170 ˚F and 180 ˚F. Do not exceed 180 ˚F. Circulate the material while heating. Provide the correct nozzles that is recommend by the producer to ensure proper coverage of tack is obtained. Ensure the bar can be raised to between 14" and 18" from the roadway.

2.3. Personnel. Ensure the tack supplier has provided training to the contractor on the installation procedures for this product. Make a technical representative from the supplier available at the request of the Engineer.

3. CONSTRUCTION.

3.1 Surface Preparation. Prior to the application of the non-tracking tack, ensure the pavement surface is thoroughly dry and free from dust or any other debris that would inhibit adhesion. Clean the surface by scraping, sweeping, and the use of compressed air. Ensure this preparation process occurs shortly before application to prevent the return of debris on to the pavement. If rain is expected within one hour after application, do not apply material. Apply material only when the surface is dry, and no precipitation is expected.

3.2 Non-tracking Tack Application. Placement of non-tracking tack is not permitted from October 1st to May 15th. When applying material, ensure the roadway temperature is a minimum of 40˚F and rising. Prior to application, demonstrate competence in applying the tack according to this note to the satisfaction of the Engineer. Heat the tack in the distributor to between 170 – 180 ˚F. After the initial heating, between 170 – 180 ˚F, the material may be sprayed between 165 ˚F and 180 ˚F. Do not apply outside this temperature range. Apply material at a minimum rate of 0.70 pounds (0.08 gallons) per square yard. Ensure full coverage of the material on the pavement surface. Full coverage of this material is critical. Increase material application rate if needed to achieve full coverage. Schedule the work so that, at the end of the day's production, all non-tracking tack is covered with the asphalt mixture. If for some reason the non-tracking tack cannot be covered by an asphalt mixture, ensure the non-tracking tack material is clean and reapply the non-tracking tack prior to placing the asphalt mixture. Do not heat material more than twice in one day.

3.3 Non-tracking Tack Certification. Furnish the tack certification to the Engineer stating the material conforms to all requirements herein prior to use.

3.4 Sampling and Testing. The Department will require a sample of non-tracking tack be taken from the distributor at a rate of one sample per 15,000 tons of mix. Take two 1 gallon samples of the heated material and forward the sample to the Division of Materials for testing within 7 days. Ensure the product temperature is between 170 and 180 °F at the time of sampling.

4. MEASUREMENT. The Department will measure the quantity of non-tracking tack in tons. The Department will not measure for payment any extra materials, labor, methods, equipment, or construction techniques used to satisfy the requirements of this note. The Department will not measure for payment any trial applications of non-tracking tack, the cleaning of the pavement surface, or furnishing and placing the non-tracking tack. The Department will consider all such items incidental to the non-tracking tack.

5. PAYMENT. The Department will pay for the non-tracking tack at the Contract unit bid price and apply an adjustment for each manufacturer's lot of material based on the degree of compliance as defined in the following schedule. Non-tracking tack will not be permitted for use from October 1st to May 15th. During this timeframe, the department will allow the use of an approved asphalt emulsion in lieu of a non-tracking tack product but will not adjust the unit bid price of the material. When a sample fails on two or more tests, the Department may add the deductions, but the total deduction will not exceed 100 percent.

Non-Tracking Tack Price Adjustment Schedule						
Test	Specification	100% Pay	90% Pay	80% Pay	50% Pay	0% Pay
Viscosity, SFS, 77 ˚ F	20 – 100	19 - 102	17 - 18 103 - 105	15 - 16 106 - 107	14 108 - 109	≤13 ≥ 110
Sieve, %	0.30 max.	≤ 0.40	0.41 - 0.50	0.51 - 0.60	0.61 - 0.70	≥ 0.71
Asphalt Residue, %	50 min.	≥49.0	48.5 – 48.9	48.0 – 48.4	47.5-47.9	≤ 47.4
Oil Distillate, %	1.0 max.	≤1.0	1.1-1.5	1.6 - 1.7	1.8-1.9	>2.0
Residue Penetration, 77 ° F.	30 max.	≤ 31	32 - 33	34 - 35	36 - 37	≥ 38
Original Dynamic Shear (G*/sin δ), 82 ˚ C	1.0 min.	≥0.95	0.92 – 0.94	0.90 – 0.91	0.85 - 0.89	≤ 0.84
Softening Point, º F	149 min.	≥145	142 - 144	140 - 141	138 - 139	≤ 137
Solubility, %	97.5 min.	≥ 97.0	96.8 – 96.9	96.6 – 96.7	96.4 – 96.5	≤ 96.3

Code	Pay Item	Pay Unit
24970EC	Asphalt Material for Tack Non-Tracking	Ton

Revised: May 23, 2022

SPECIAL NOTE FOR RECYCLED ASPHALT PAVEMENT (RAP) STOCKPILE MANAGEMENT

I. GENERAL

The use of reclaimed asphalt pavement (RAP) from Department projects or other approved sources in hot mix asphalt (HMA) or warm mix asphalt (WMA) shall be subject to stockpile management and handling of material as described in this section.

The Department approves RAP on a stockpile basis, following the process set forth in this method. The contractor's responsibilities in the process are as follows:

- To obtain the Department's approval of all RAP prior to its use on a Department project and to deliver test data and samples as required
- To monitor and preserve the quality and uniformity of the approved material during storage and handling, adding no unapproved material to the existing stockpile
- To comply with the Department's requirements regarding replenishment of approved stockpiles

The Department will approve RAP based on its composition and variability in gradation and asphalt content, and on visual inspections of the stockpile, which the Department may conduct at its discretion. The Department may withdraw approval of a stockpile if the requirements of this specification are not followed in good faith.

The Maximum Percentage Allowed in a mix design will be based on these criteria and on the category of RAP source, as defined in this document.

II. APPROVAL PROCESS

Qualified asphalt producers (listed in List of Approved Materials-Asphalt Mixing Plants) may submit requests for RAP stockpile approval to the Asphalt Branch, Division of Materials, in the Annual Certification for Previously Approved Asphalt Mixing Plants and Related Equipment. The requester shall provide test results as prescribed in Part IID. The Division of Materials may, at their discretion, collect samples or inspect a RAP stockpile consistent with Section IIE.

Upon completion of the review of testing results and, if applicable, visual inspection, the Division of Materials, Asphalt Branch will approve or disapprove the material by letter and will assign a Stockpile Identification Number for each approved RAP stockpile. Note: The contractor's average gradation and asphalt content, as listed in the approval letter, shall be the gradation used in subsequent mix designs. The approval letter will state the applicable limits on the use of the material in mix designs and will summarize the Department's findings, listing the average gradation and asphalt content from the contractor's tests and the corresponding values found by the Department. Where the Maximum Percentage Allowed is low due to variability, the contractor may elect to improve the uniformity of the material by further processing and may again sample, test, and request approval for the material.

No material shall be added to a stockpile after it has been approved, except as provided in Parts V, VI, and VII below.

IIA. RAP Quality Management Plan

For a contractor to receive approval to use RAP on any department project, a RAP Quality Management Plan must first be approved by the department. The RAP Quality Management Plan shall be submitted to the

Division of Materials annually for approval as part of the Contractor's Quality Control Plan/Checklist. The Quality Management Plan is required to demonstrate how the Contractor will provide consistency and quality of material utilized in all asphalt mixes produced for use on Department projects. The Quality Management Plan shall include:

- Unprocessed RAP Stockpiles
  - Designation of stockpile(s) as single or multiple source
  - Designation of stockpile(s) as classified or unclassified
  - Designation of stockpile(s) as captive or continuously replenishing
  - Plan for how stockpile(s) is built (layers, slope, etc.)
  - Plan to minimize stockpile(s) contamination
- Processing and Crushing
  - Equipment used to feed screener or crusher
  - Excavation process based on equipment type
- Processing Millings
  - Single Project or Source
    - Screening, Fractionation, or Crushing plan
  - Multiple Source
    - Process to achieve uniform material from stockpile
    - Screening, Fractionation, or Crushing plan
- Processed RAP Stockpiles
  - Minimization of segregation
  - Minimization of moisture

IIB. RAP Stockpile Placement

All processed RAP stockpiles shall be placed on a sloped, paved surface. The requirement for a paved surface may be waived by the Cabinet if the Contractor's RAP Quality Management Plan demonstrates effective material handling that will minimize deleterious material from beneath the processed stockpile entering the plant. *No processed stockpile will be placed directly on grass or dirt.*

IIC. Stockpile Identification Signs

RAP stockpiles shall be identified with posted signs displaying the gradation of material in the stockpile (course, intermediate, or fine). These signs shall be made of weatherproof material and shall be highly visible. Numerals shall be easily readable from outside the stockpile area. If a stockpile exists in two or more parts, each part must have its own sign.

IID. Standard Approval Procedure

The Contractor shall obtain random samples representative of the entire stockpile and shall have each sample tested for gradation and asphalt content according to KM 64-426, KM 64-427, and AASHTO T308. The material samples must be in its final condition after all crushing and screening. At least one sample shall be obtained for each 1,000 tons of processed RAP, with a minimum of five samples per stockpile. Sampling shall be performed according to the method prescribed for asphalt mix aggregates in the Department's Materials Field Testing and Sampling Manual and KM 64-601. The minimum sampling size (after quartering) for tests of RAP samples is 1,500 g. except for samples containing particles more than one inch in diameter, for which the minimum is 2,000 g.

To request approval of a RAP stockpile, submit the following documents to the Division of Materials. It is the requester's responsibility to correctly address, label, and deliver these submittals:

• Submit request for approval at beginning of the paving season as part of the Annual Certification for Previously Approved Asphalt Mixing Plants and Related Equipment.

• If requesting approval after paving season begins, submit memo, including stockpile portion of the inspection list for Annual Certification for Previously Approved Asphalt Mixing Plants and Related Equipment, to Division of Materials.

• Reports of the tests prescribed above using the Stockpile <INSERT NAME> document.

• A drawing of the plant site showing the location of the stockpile to be approved *and all other stockpiles on the premises*

Mail, deliver or email the request form, with test reports and site drawing, to:

Kentucky Transportation Cabinet
Division of Materials
ATTN: Asphalt Branch Manager
1227 Wilkinson Boulevard
Frankfort, Kentucky 40601

Robert.Semones@ky.gov

IIE. Tests and inspections by the Department

The Department shall have the right to observe the collection of samples, or to perform the sampling and testing as a verification of contractor submittal. As a condition of approval, the Department may at any time inspect and sample RAP stockpiles for which approval has been requested and may perform additional quality control tests to determine the consistency and quality of the material.

The approval letter issued by the Department will include any results of verification testing performed by the Cabinet. The approved contractor results should be used by mix design technicians in the design calculations.

III. RAP STOCKPILE TIERED MANAGEMENT AND EFFECTIVE BINDER CONTENT

The stockpile management and approval requirements will be tiered based on the maximum cold feed percentages as defined in this section and Table 1. below.

Table 1. Tiered Testing Requirements

Mix Type	0-≤12%	12-≤20%	20-≤35%
Surface	Tier 1	Tier 2	Tier 3
Base	Tier 1	Tier 2	Tier 3

NOTE: All asphalt mixes and binder selection will be subject to Section 409 of the current Standard Specifications.

The following requirements will apply based on the percentage of RAP in the mix.

Tier 1

Tier 1 mixes (less than or equal to 12% RAP) will be subject to the requirements of sections IIA, IIB, and IIC.

Tier 2

Tier 2 mixes (12% to less than 20% RAP) will be subject to the requirements of Section II in its entirety and Table 2 requirements.

Tier 3

Tier 3 Asphalt Base mixes with 20% to less than 35% RAP, Tier 3 Asphalt Surface mixes with 20% to less than 30% RAP will be subject to Section II in its entirety and Table 2 requirements.

IV. MAXIMUM PERCENTAGE OF RAP ALLOWED

The Maximum Percent of RAP allowed in mix designs shall be the lowest percentage determined by the gradation and asphalt content of the RAP, as established under the criteria below, and requirements listed in Section III.

Limits according to range in gradation and bitumen content

The Maximum Percent of RAP Allowed, based on gradation and asphalt content, shall be determined by the Department using the standard deviation of these values. This standard deviation will be calculated using data provided by the contractor from at least five samples. While the contractor is required to provide the data from these tested samples, the Department retains the discretion to perform its own sampling and testing to support or verify its findings. An apparent outlier shall not be considered in determining these ranges. Where one result appears to be unrepresentative of the whole, two or more additional samples shall be tested. The outlying value of all tests shall then be excluded from the range. The maximum percentage of RAP allowable shall be the lowest percentage determined according to Table 2 below.

Table 2. Maximum Percent RAP According to Variability in Test Results

	Standard Deviation as calculated above:		
Surface			
% asphalt content	< 0.4	< 0.5	
% passing No. 200 sieve	< 1.25	< 1.5	
% passing Median Sieve	< 4.0	< 5.0	
	Allowable RAP Cold Feed %		
	Tier 3 - 20%-30%	Tier 2 - 12%-20%	Tier 1 - 0%-12%
Base			
% asphalt content	< 0.5	< 0.75	
% passing No. 200 sieve	< 1.5	< 2.25	
% passing Median sieve	< 5.0	< 7.0	
	Allowable RAP Cold Feed %		
	Tier 3 - 20%-35%	Tier 2 - 12%-20%	Tier 1 - 0%-12%

NOTE: These allowances notwithstanding, the Contractor is required to maintain the mixture within the Mixture Control Tolerances of Kentucky Method 443.
The percentage allowable in mix designs shall be limited to meet the design criteria for viscosity established in the Standard Specifications.

V. GENERAL STOCKPILE REQUIREMENTS AND REPLENISHMENT

V.A. Single Pavement Source

Early approval of material from a single pavement source. When a new stockpile is to consist entirely of millings removed from a single existing pavement, the stockpile may be approved based on samples taken during the milling and processing operations, prior to completion of milling. The initial stockpile may be approved as either a new stockpile or a new stockpile in continual replenishment status.

For continual replenishment status, samples shall be taken from the processed stockpile after it reaches 1,000 tons. A total of five initial samples, plus one additional sample for every 1,000 tons, is required. As prescribed in Part II above, the contractor shall test all samples and deliver the test results, together with a letter request for approval in Continual Replenishment status, to the address indicated. The stockpile shall be subject to initial approval as prescribed above in Part II. Once approved, it may be replenished without further approvals as provided in Part VII below.

V.B. Heterogeneous or contaminated material

Asphalt pavement millings containing traffic detection loops, raised pavement markers, or other debris must be separated and excluded before stockpiling RAP for approval for use in KYTC asphaltic concrete mixtures.

No material other than RAP from an approved stockpile shall be included in mixtures for State projects. The following materials are specifically excluded:

• Material contaminated with foreign matter such as liquids, soil, concrete, or debris

• Plant waste, especially waste containing abnormal concentrations of bitumen, drum build-up, or material from spills or plant clean-up operations

The following materials shall not be added to or placed in proximity to an approved stockpile but may be accumulated in a separate stockpile and submitted for approval according to Part III:

- Production mixtures returned to the plant for any reason.
- Mis-proportioned mixtures, especially those generated at start-up.

VI. REPLENISHMENT OF STOCKPILES

An approved RAP stockpile may be replenished with Department approval, provided the replenishment material meets all necessary requirements for approval and maintains uniformity in gradation and asphalt content as outlined in this document.

VI.A. Procedure and approval criteria

The procedure for requesting approval of a stockpile replenishment, that is not in continual replenishment status, shall be the same as for approval of an original stockpile, and the material for the replenishment shall meet all criteria for approval as a new stockpile. RAP proposed for replenishment shall be sampled and tested by the Contractor for gradation and asphalt cement as prescribed in Section II above. The Laboratory shall

review these results and provide approval for use in Department asphalt mix designs, according to Table 2 above.

VI.B. Effect of replenishment on existing approved mix designs

Replenishment of a stockpile may render certain mix designs invalid, depending on the percent RAP allowed in the design and on the difference in average properties between the old and new stockpiles. A replenished stockpile may be used as the RAP ingredient in an existing approved design provided that:

1. The Maximum Percent Allowed for the replenishment stockpile equals or exceeds the percent RAP called for in the mix design. In no case may the Maximum Percent Allowed be exceeded.

However, if a mix design calls for up to 5.0 percent more than the Maximum Percent Allowed for the replenishment, the *design* may be adjusted, with approval, to use the lower percent allowed, provided that the production mixture continues to meet all acceptance criteria. For example, a design which calls for 20 percent RAP may be adjusted and produced with 15 percent if it continues to meet for acceptance.

VII. CONTINUAL REPLENISHMENT WITHOUT RE-APPROVAL

At the request of the contractor, a previously approved stockpile may be placed in Continual Replenishment Status and may be replenished any number of times without re-approval provided that:

1. Replenishment is within six months of the last stockpile addition.
2. The contractor shall continue to monitor and test the materials added to the stockpile and shall forward these results to the Division of Materials for every 1,000 tons of RAP added to the stockpile.
3. The contractor must certify that replenishment materials are free of contaminants.
4. The Department shall be notified by letter to the Director of the Division of Materials that the stockpile is being replenished on a continual basis.
5. The RAP Maximum Percent Allowed for continual replenishment shall be limited by Sections III and IV.

Note: Upon request, one 20-pound sample bag of RAP for each Continual Replenishment Stockpile shall be submitted to the Division of Materials for petrographic analysis every 12 months.

The Department may inspect, sample, and test such stockpiles at its discretion and may, upon determining that the stockpile is unsuitable, withdraw approval of the material and all mix designs which include it. Approval of the stockpile may be withdrawn at any time based upon extreme or erratic ingredient proportions, unsuitable ingredients, or poor performance, as determined by the Division of Materials, Asphalt Branch. The Department will conduct periodic comparison testing on the opposite quarters of samples submitted by the Contractor for special replenishment approval category. The approval of the stockpile may be withdrawn if

erroneous information was found on the contractor's testing and/or improper sampling procedures were involved after a thorough investigation.

VIII. DEPLETION OF STOCKPILE AND EXPIRATION OF APPROVAL

When a stockpile has been fully depleted, the Contractor may replenish it within 24 months after the date of depletion; a depleted stockpile not replenished after 24 months will be removed from the approved list and may not be replenished.

Approval of a stockpile may be withdrawn if, in the finding of the Division of Materials, Asphalt Branch, the total amount of material used in new mixtures equals the total tonnage of the original stockpile plus all approved replenishments. Six years from the original approval of a stockpile or from its most recent replenishment, a stockpile shall be presumed to be depleted, and its approval shall expire. This shall apply to all stockpiles, regardless of status or history of use.

IX. RECORDS

The Contractor shall maintain records at the plant site on all RAP stockpiles. These records shall be available for inspection by representatives of the Department and shall include the following:

- All test results.
- The Department's approval letter for each stockpile and replenishment, together with the Contractor's requests for approval and all data submitted therewith.
- A current drawing of all stockpile locations at the plant site, including unapproved stockpiles, showing stockpile numbers of all stockpiles approved for State work.

X. RELOCATION OF STOCKPILE

If material from an approved RAP stockpile is to be moved to another location, the contractor shall seek approval from the Department prior to its further use on State projects. A letter request shall be submitted to the Division of Materials indicating the current stockpile location, the total quantity of material to be moved, and the amount, if any, to remain in the current location. The Division of Materials will issue an approval letter applicable to the new location.

June 18, 2025

TRAFFIC CONTROL PLAN

TRAFFIC CONTROL GENERAL

Except as provided herein, maintain and control traffic in accordance with the Standard and Supplemental Specifications and the Standard and Sepia Drawings, current editions. Except for the roadway and traffic control bid items listed, all items of work necessary to maintain and control traffic will be paid at the lump sum bid price to "Maintain and Control Traffic".

Contrary to Section 106.01, furnish new, or used in like new condition, traffic control devices at the beginning of the work and maintain in like new condition until completion of the work.

PROJECT PHASING & CONSTRUCTION PROCEDURES

Do not erect lane closures on the following days:

Add holidays, special events, etc. as necessary

Maintain all lanes open to traffic and perform no work during the following hours:

___ a.m. -____p.m.	Monday through Thursday
___ a.m. -____p.m.	Friday
___ a.m. -____p.m.	Saturday
___ a.m. -____p.m.	Sunday

The Engineer may permit minor operations that do not require a lane closure and cause little disruption to traffic between the hours of ____ a.m. to ___ p.m.

The Engineer may specify additional days and hours when lane closures will not be allowed.

At locations with three or more lanes, maintain one lane of traffic in each direction at all times during construction. At locations with two lanes, maintain alternating one way traffic during construction. Provide a minimum clear lane width of ____ feet; however, provide for passage of vehicles of up to 16 feet in width. If traffic should be stopped due to construction operations, and a school bus on an official run arrives on the scene, make provisions for the passage of the bus as quickly as possible.

The Department will allow night work on this project. Obtain the Engineer's approval of the method of lighting prior to performing night work.

Take these restrictions into account in submitting bid. The Department will not consider any claims for money or grant contract time extensions for any delays to the Contractor as a result of these restrictions.

Traffic Control Plan
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LANE CLOSURES

Do not leave lane closures in place during non-working hours.

SIGNS

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

CHANGEABLE MESSAGE SIGNS

Provide changeable message signs in advance of and within the project at locations determined by the Engineer. If work is in progress concurrently in both directions or if more than one lane closure is in place in the same direction of travel, provide additional changeable message signs as directed by the Engineer. Place changeable message signs one mile in advance of the anticipated queue at each lane closure. As the actual queue lengthens and/or shortens, relocate or provide additional changeable message signs so that traffic has warning of slowed or stopped traffic at least one mile but not more than two miles before reaching the end of the actual queue. The Engineer may vary the designated locations as the work progresses. The Engineer will determine the messages to be displayed. In the event of damage or mechanical/electrical failure, repair or replace the Changeable Message Sign within 24 hours. The Department will measure for payment the maximum number of Changeable Message Signs in concurrent use at the same time on a single day on all sections of the contract. The Department will measure individual Changeable Message Signs only once for payment, regardless of how many times they are set, reset, removed, and relocated during the duration of the project. The Department will not measure replacements for damaged Changeable Message Signs or for signs the Engineer directs be replaced due to poor condition or readability. Retain possession of the Changeable Message Signs upon completion of the work.

ARROW PANELS

Use arrow panels as shown on the Standard Drawings or as directed by the Engineer. The Department will measure for payment the maximum number of arrow panels in concurrent use at the same time on a single day on all sections of the contract. The Department will measure for payment the maximum number of Changeable Message Signs in concurrent use at the same time on a single day on all sections of the contract. The Department will measure individual Arrow Panels only once for payment, regardless of how many times they are set, reset, removed, and relocated during the duration of the project. The Department will not measure replacements for damaged Arrow Panels or for panels signs the Engineer directs be replaced due to poor condition or readability for payment. Retain possession of the Arrow Panels upon completion of the work.

TEMPORARY ENTRANCES

The Engineer will not require the Contractor to provide continuous access to farms, single family, duplex, or triplex residential properties during working hours; however, provide reasonable egress and ingress to each such property when actual operations are not in progress at that location. Limit the time during which a farm or residential entrance is blocked to the minimum length of time required for actual operations, not extended for the Contractor's convenience, and in no case exceeding six (6) hours. Notify all residents twenty-four hours in advance of any driveway or entrance closings and make any accommodations necessary to meet the access needs of disabled residents.

Except as allowed by the Phasing as specified above, maintain direct access to all side streets and roads, schools, churches, commercial properties and apartments or apartment complexes of four or more units at all times.

The Department will measure asphalt materials required to construct and maintain any temporary entrances which may be necessary to provide temporary access; however, the Department will not measure aggregates, excavation, and/or embankment, but shall be incidental to Maintain and Control Traffic. The Engineer will determine the type of surfacing material, asphalt or aggregate, to be used at each entrance.

TRAFFIC SIGNAL LOOPS **Delete this paragraph if not applicable**

Install traffic signal loops according to the Special Notes for Traffic Signal Loop Replacement. Coordinate the placement of the loops with the Engineer.

TRAFFIC COUNTING INDUCTANCE LOOPS AND AXLE SENSORS **Delete this paragraph if not applicable**

Install traffic counting loops and axle sensors according to the Special Notes for Installation of Traffic Counting Inductance Loops and Axle Sensors. Coordinate the placement of the loops and sensors with the Engineer.

THERMOPLASTIC INTERSECTION MARKINGS **Delete this paragraph if not applicable**

Consider the locations listed on the summary as approximate only. Prior to milling and/or resurfacing, locate and document the locations of the existing markings. After resurfacing, replace the markings at their approximate existing locations or as directed by Engineer. Place markings not existing prior to resurfacing as directed by the Engineer.

BARRICADES

The Department will not measure barricades used in lieu of barrels and cones for channelization or delineation, but shall be incidental to Maintain and Control Traffic according to Section 112.04.01.

The Department will measure barricades used to protect pavement removal areas in individual units Each. The Department will measure for payment the maximum number of barricades in concurrent use at the same time on a single day on all sections of the contract. The Department will measure individual barricades only once for payment, regardless of how many times they are set, reset, removed, and relocated during the duration of the project. The Department will not measure replacements for damaged barricades the Engineer directs to be replaced due to poor condition or reflectivity. Retain possession of the Barricades upon completion of the work.

PAVEMENT MARKINGS

If there is to be a deviation from the existing striping plan, the Engineer will furnish the Contractor a striping plan prior to placement of the final surface course. Install Temporary Striping according to Section 112 with the following exceptions:

1. Include edge lines in Temporary Striping; and
2. Place Temporary or Permanent Striping before opening a lane to traffic; and
3. If the Contractor's operations or phasing requires temporary markings that must subsequently be removed from the final surface course, use an approved removable lane tape; however, the Department will not measure removable lane tape for separate payment, but will measure and pay for removable lane tape as temporary striping.

PAVEMENT EDGE DROP-OFFS

Do not allow a pavement edge between opposing directions of traffic or lanes that traffic is expected to cross in a lane change situation with an elevation difference greater than 1½". Place Warning signs (MUTCD W8-11 or W8-9A) in advance of and at 1500' intervals throughout the drop-off area. Dual post the signs on both sides of the traveled way. Wedge all transverse transitions between resurfaced and unresurfaced areas which traffic may cross with asphalt mixture for leveling and wedging. Remove the wedges prior to placement of the final surface course.

Protect pavement edges that traffic is not expected to cross, except accidentally, as follows:

Less than 2" - No protection required.

2" to 4" - Place plastic drums, vertical panels, or barricades every 50 feet. During daylight working hours only, the Engineer will allow the Contractor to use cones in lieu of plastic drums, panels, and barricades. Wedge the drop-off with DGA or

asphalt mixture for leveling and wedging with a 1:1 or flatter slope in daylight hours, or 3:1 or flatter slope during nighttime hours, when work is not active in the drop-off area.

Greater than 4' - Protect drop-offs greater than 4 inches within 10 feet of traffic by placing drums, vertical panels, or barricades every 25 feet. The Engineer will not allow the use of cones in lieu of drums, vertical panels, or barricades for drop-offs greater than 4". Place Type III Barricades directly in front of the drop-off facing on coming traffic in both directions of travel. Provide warning signs as shown on the Standard Drawings or as directed by the Engineer

Pedestrians & Bicycles - Protect pedestrian and bicycle traffic as directed by the engineer.

USE AND PLACEMENT OF CHANGEABLE MESSAGE SIGNS

The following policy is based upon current Changeable Message Signs (CMS) standards and practice from many sources, including the Federal Highway Administration (FHWA), other State Departments of Transportation, and Traffic Safety Associations. It is understood that each CMS installation or use requires individual consideration due to the specific location or purpose. However, there will be elements that are constant in nearly all applications. Accordingly these recommended guidelines bring a level of uniformity, while still being open to regional experience and engineering judgment.

Application

The primary purpose of CMS is to advise the driver of unexpected traffic and routing situations. Examples of applications where CMS can be effective include:

- Closures (road, lane, bridge, ramp, shoulder, interstate)
- Changes in alignment or surface conditions
- Significant delays, congestion
- Construction/maintenance activities (delays, future activities)
- Detours/alternative routes
- Special events with traffic and safety implications
- Crash/incidents
- Vehicle restrictions (width, height, weight, flammable)
- Advance notice of new traffic control devices
- Real-time traffic conditions (must be kept up to date)
- Weather /driving conditions, environmental conditions, Roadway Weather Information Systems
- Emergency Situations
- Referral to Highway Advisory Radio (if available)
- Messages as approved by the County Engineer's Office

CMS should not be used for:

- Replacement of static signs (e.g. road work ahead), regulatory signage (e.g. speed limits), pavement markings, standard traffic control devices, conventional warning or guide signs.
- Replacement of lighted arrow board
- Advertising (Don't advertise the event unless clarifying "action" to be taken by driver – e.g. Speedway traffic next exit)
- Generic messages
- Test messages (portable signs only)
- Describe recurrent congestion (e.g. rush hour)
- Public service announcements (not traffic related

Messages

Basic principles that are important to providing proper messages and insuring the proper operation of a CMS are:

- Visible for at least ½ mile under ideal daytime and nighttime conditions
- Legible from all lanes a minimum of 650 feet
- Entire message readable twice while traveling at the posted speed
- Nor more than two message panels should be used (three panels may be used on roadways where vehicles are traveling less than 45 mph). A panel is the message that fits on the face of the sign without flipping or scrolling.
- Each panel should convey a single thought; short and concise
- Do not use two unrelated panels on a sign
- Do not use the sign for two unrelated messages
- Should not scroll text horizontally or vertically
- Should not contain both the words left and right
- Use standardized abbreviations and messages
- Should be accurate and timely
- Avoid filler/unnecessary words and periods (hazardous, a, an, the)
- Avoid use of speed limits
- Use words (not numbers) for dates

Placement

Placement of the CMS is important to insure that the signs is visible to the driver and provides ample time to take any necessary action. Some of the following principles may only be applicable to controlled access roadways. The basic principles of placement for a CMS are:

- When 2 signs are needed, place on same side of roadway and at least 1,000 feet apart
- Place behind semi-rigid/rigid protection (guardrail, barrier) or outside of the clear zone
- Place 1,000 feet in advance of work zone; at least one mile ahead of decision point
- Normally place on right side of roadway; but should be placed closest to the affected lane so that either side is acceptable
- Signs should not be dual mounted (one on each side of roadway facing same direction)
- Point trailer hitch downstream
- Secure to immovable object to prevent thief (if necessary)
- Do not place in sags or just beyond crest
- Check for reflection of sun to prevent the blinding of motorist
- Should be turned ~3 degrees outward from perpendicular to the edge of pavement
- Bottom of sign should be 7 feet above the elevation of edge of roadway
- Should be removed when not in use
-

Standard Abbreviations

The following is a list of standard abbreviations to be used on CMS.

Word	Abbrev.	Example
Access	ACCS	ACCIDENT AHEAD/USE ACCS RD NEXT RIGHT
Alternate	ALT	ACCIDENT AHEAD/USE ALT RTE NEXT RIGHT
Avenue	AVE	FIFTH AVE CLOSED/DETOUR NEXT LEFT
Blocked	BLKD	FIFTH AVE BLKD/MERGE LEFT
Boulevard	BLVD	MAIN BLVD CLOSED/USE ALT RTE
Bridge	BRDG	SMITH BRDG CLOSED/USE ALT RTE
Cardinal Directions	N, S, E, W	N I75 CLOSED/ DETOUR EXIT 30
Center	CNTR	CNTR LANE CLOSED/MERGE LEFT
Commercial	COMM	OVRSZ COMM VEH/USE I275
Condition	COND	ICY COND POSSIBLE
Congested	CONG	HVY CONG NEXT 3 MI
Construction	CONST	CONST WORK AHEAD/EXPECT DELAYS
Downtown	DWNTN	DWNTN TRAF USE EX 40
Eastbound	E-BND	E-BND I64 CLOSED/DETOUR EXIT 20
Emergency	EMER	EMER VEH AHEAD/PREPARE TO STOP
Entrance, Enter	EX, EXT	DWNTN TRAF USE EX 40
Expressway	EXPWY	WTRSN EXPWY CLOSED/DETOUR EXIT 10
Freeway	FRWY, FWY	GN SYNDR FWY CLOSED/DETOUR EXIT 15
Hazardous Materials	HAZMAT	HAZMAT IN ROADWAY/ALL TRAF EXIT 25
Highway	HWY	ACCIDENT ON AA HWY/EXPECT DELAYS
Hour	HR	ACCIDENT ON AA HWY/2 HR DELAY
Information	INFO	TRAF INFO TUNE TO 1240 AM
Interstate	I	E-BND I64 CLOSED/DETOUR EXIT 20
Lane	LN	LN CLOSED/MERGE LEFT
Left	LFT	LANE CLOSED/MERGE LFT
Local	LOC	LOC TRAF USE ALT RTE
Maintenance	MAINT	MAINT WRK ON BRDG/SLOW
Major	MAJ	MAJ DELWAYS I75/USE ALT RTE
Mile	MI	ACCIDENT 3 MI AHEAD/ USE

		ALT RTE
Minor	MNR	ACCIDENT 3 MI MNR DELAY
Minutes	MIN	ACCIDENT 3 MI/30 MIN DELAY
Northbound	N-BND	N-BND I75 CLOSED/ DETOUR EXIT 50
Oversized	OVRSZ	OVRSZ COMM VEH/USE I275 NEXT RIGHT
Parking	PKING	EVENT PKING NEXT RGT
Parkway	PKWY	CUM PKWAY TRAF/DETOUR EXIT 60
Prepare	PREP	ACCIDENT 3 MIL/PREP TO STOP
Right	RGT	EVENT PKING NEXT RGT
Road	RD	HAZMAT IN RD/ALL TRAF EXIT 25
Roadwork	RDWK	RDWK NEXT 4 MI/POSSIBLE DELAYS
Route	RTE	MAJ DELAYS I75/USE ALT RTE
Shoulder	SHLDR	SHLDR CLOSED NEXT 5 MI
Slippery	SLIP	SLIP COND POSSIBLE/ SLOW SPD
Southbound	S-BND	S-BND I75 CLOSED/DETOUR EXIT 50
Speed	SPD	SLIP COND POSSIBLE/ SLOW SPD
Street	ST	MAIN ST CLOSED/USE ALT RTE
Traffic	TRAF	CUM PKWAY TRAF/DETOUR EXIT 60
Vehicle	VEH	OVRSZ COMM VEH/USE I275 NEXT RIGHT
Westbound	W-BND	W-BND I64 CLOSED/DETOUR EXIT 50
Work	WRK	CONST WRK 2MI/POSSIBLE DELAYS

Certain abbreviations are prone to inviting confusion because another word is abbreviated or could be abbreviated in the same way. DO NO USE THESE ABBREVIATIONS.

Abbrev.	**Intended Word**	**Word Erroneously Given**
ACC	Accident	Access (Road)
CLRS	Clears	Colors
DLY	Delay	Daily
FDR	Feeder	Federal
L	Left	Lane (merge)
LOC	Local	Location
LT	Light (traffic)	Left
PARK	Parking	Park
POLL	Pollution (index)	Poll
RED	Reduce	Red
STAD	Stadium	Standard
TEMP	Temporary	Temperature
WRNG	Warning	Wrong

TYPICAL MESSAGES

The following is a list of typical messages used on CMS. The list consists of the reason or problem that you want the driver to be aware of and the action that you want the driver to take.

Reason/Problem	Action
ACCIDENT	ALL TRAFFIC EXIT RT
ACCIDENT/XX MILES	AVOID DELAY USE XX
XX ROAD CLOSED	CONSIDER ALT ROUTE
XX EXIT CLOSED	DETOUR
BRIDGE CLOSED	DETOUR XX MILES
BRIDGE/(SLIPPERY, ICE, ETC.)	DO NOT PASS
CENTER/LANE/CLOSED	EXPECT DELAYS
DELAY(S), MAJOR/DELAYS	FOLLOW ALT ROUTE
DEBRIS AHEAD	KEEP LEFT
DENSE FOG	KEEP RIGHT
DISABLED/VEHICLE	MERGE XX MILES
EMER/VEHICLES/ONLY	MERGE LEFT
EVENT PARKING	MERGE RIGHT
EXIT XX CLOSED	ONE-WAY TRAFFIC
FLAGGER XX MILES	PASS TO LEFT
FOG XX MILES	PASS TO RIGHT
FREEWAY CLOSED	PREPARE TO STOP
FRESH OIL	REDUCE SPEED
HAZMAT SPILL	SLOW
ICE	SLOW DOWN
INCIDENT AHEAD	STAY IN LANE
LANES (NARROW, SHIFT, MERGE, ETC.)	STOP AHEAD
LEFT LANE CLOSED	STOP XX MILES
LEFT LANE NARROWS	TUNE RADIO 1610 AM
LEFT 2 LANES CLOSED	USE NN ROAD
LEFT SHOULDER CLOSED	USE CENTER LANE
LOOSE GRAVEL	USE DETOUR ROUTE
MEDIAN WORK XX MILES	USE LEFT TURN LANE
MOVING WORK ZONE, WORKERS IN ROADWAY	USE NEXT EXIT
NEXT EXIT CLOSED	USE RIGHT LANE
NO OVERSIZED LOADS	WATCH FOR FLAGGER
NO PASSING	
NO SHOULDER	
ONE LANE BRIDGE	
PEOPLE CROSSING	
RAMP CLOSED	
RAMP (SLIPPERY, ICE, ETC.)	

RIGHT LANE CLOSED
RIGHT LANE NARROWS
RIGHT SHOULDER CLOSED
ROAD CLOSED
ROAD CLOSED XX MILES
ROAD (SLIPPERY, ICE, ETC.)
ROAD WORK
ROAD WORK (OR CONSTRUCTION) (TONIGHT, TODAY, TOMORROW, DATE)
ROAD WORK XX MILES
SHOULDER (SLIPPERY, ICE, SOFT, BLOCKED, ETC.)
NEW SIGNAL XX MILES
SLOW 1 (OR 2) - WAY TRAFFIC
SOFT SHOULDER
STALLED VEHICLES AHEAD
TRAFFIC BACKUP
TRAFFIC SLOWS
TRUCK CROSSING
TRUCKS ENTERING
TOW TRUCK AHEAD
UNEVEN LANES
WATER ON ROAD
WET PAINT
WORK ZONE XX MILES
WORKERS AHEAD

SPECIAL NOTES FOR FIXED COMPLETION DATE AND LIQUIDATED DAMAGES

Ky 107 – Phase 2

Christian County

Item No. 02-80250.00

FIXED PROJECT COMPLETION DATE

Project completion date is November 21st, 2027.

LIQUIDATED DAMAGES

Contrary to Section 108 of the KYTC Standard Specifications for Road and Bridge Construction, C.E., liquidated damages will be charged during the months of December through March.

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

TC 62-226
Rev. 01/2016
Page 1 of 1

RIGHT OF WAY CERTIFICATION

☒ Original	☐ Re-Certification	RIGHT OF WAY CERTIFICATION	
ITEM #	**COUNTY**	**PROJECT # (STATE)**	**PROJECT # (FEDERAL)**
2-80250.00	Christian	12F0 FD52 024 1505601R	STP 5044 (001)

PROJECT DESCRIPTION

Improve safety and mobility by widening and correcting geometric deficincies on KY 107 from MP 15.0 to MP 15.6.

☐ **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	5	**EXCEPTION (S) Parcel #**	**ANTICIPATED DATE OF POSSESSION WITH EXPLANATION**
Number of Parcels That Have Been Acquired			2-80250.00 Project Parcels: 17, 19, 20, 27, 28
Signed Deed	4		
Condemnation	1		See notes/comments below
Signed ROE			

Notes/ Comments (Use Additional Sheet if necessary)

All parcels were acquired under the Parent Project, Item 2-80250.00. There is a previously certified breakout of this project under 2-80250.10 which included parcels 03, 04, 06, 07, 08, 09, 11, 12, 13, 14, and 16 to construct the Lovers Lane intersection. This certification is for the remainder of 2-80250.00 which includes parcels 17, 19, 20, 27, and 28. Date of ROE for Parcel 17 is 11/6/26.

LPA RW Project Manager		Right of Way Supervisor	
Printed Name		Printed Name	
Signature		Signature	Digitally signed by Jennifer K. Cox Date: 2026.11.06 15:06:59 -06'00'
Date		Date	

Right of Way Director		FHWA	
Printed Name		Printed Name	
Signature	Digitally signed by Kelly Divine Date: 2026.11.06 15:23:45 -06'00'	Signature	
Date		Date	

UTILITIES AND RAIL CERTIFICATION NOTE

Project:	**2-80250.00**	**Christian County**	**KY 107**
Funding Source:	**00STP5044001**	**FD52 024 1505601U**	
Description:	**IMPROVE SAFETY AND MOBILITY BY WIDENING AND CORRECTING GEOMETRIC DEFICIENCIES ON KY 107 FROM MILEPOINT 15.0 TO MILEPOINT 15.6 (2022CCN) (2024CCR)**		
Mile Point:	**15 To 15.6**		

GENERAL UTILITY NOTES

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

2. The contractor shall make every effort to protect underground facilities from damage as prescribed in the Underground Facility Damage Protection Act of 1994, Kentucky Revised Statute KRS 367.4901 to 367.4917. It is the contractor's responsibility to determine and take steps necessary to be in compliance with federal and state damage prevention directives. The contractor is instructed to contact KY 811 for the location of existing underground utilities. Contact shall be made a minimum of two (2) and no more than ten (10) business days prior to excavation. The contractor shall submit Excavation Locate Requests to the Kentucky Contact Center (KY 811) via web ticket entry. The submission of this request does not relieve the contractor from the responsibility of contacting non-member facility owners, whom are to be contacted through their individual Protection Notification Center. It may be necessary for the contractor to contact the County Court.

3. The contractor will be responsible for contacting all utility facility owners on the subject project to coordinate his activities. The contractor will coordinate his activities to minimize and, where possible, avoid conflicts with utility facilities. Due to the nature of the work proposed, it is unlikely to conflict with the existing utilities beyond minor facility adjustments. Where conflicts with utility facilities are unavoidable, the contractor will coordinate any necessary relocation work with the facility owner and Resident Engineer. The Kentucky Transportation Cabinet maintains the right to remove or alter portions of this contract if a utility conflict occurs. The utility facilities as noted in the previous section(s) have been determined using data garnered by varied means and with varying degrees of accuracy: from the facility owners, a result of S.U.E., field inspections, and/or reviews of record drawings. The

UTILITIES AND RAIL CERTIFICATION NOTE

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Mile Point:	**15 To 15.6**		

facilities defined may not be inclusive of all utilities in the project scope and are not Level A quality, unless specified as such. It is the contractor's responsibility to verify all utilities and their respective locations before excavating.

4. The contractor should be aware that there is UTILITY WORK INCLUDED IN THIS ROAD CONSTRUCTION CONTRACT. The Contractor shall review the GENERAL UTILITY NOTES AND INSTRUCTIONS which may include KYTC Utility Bid Item Descriptions, utility owner supplied specifications, plans, list of utility owner preapproved subcontractors, and other instructions. Utility contractors may be added via addendum if KYTC is instructed to do so by the utility owner. Potential contractors must seek prequalification from the utility owner. Any revisions must be sent from the utility owner to KYTC a minimum of one week prior to bid opening.

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

UTILITIES AND RAIL CERTIFICATION NOTE

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Mile Point:	**15 To 15.6**		

DO NOT DISTURB THE FOLLOWING FACILITIES LOCATED WITHIN THE PROJECT

Utility Company	Facility Type
Atmos Energy	Natural Gas - Christian
Do not disturb the fiber facilities within the project limits.	
Spectrum	CATV- Christian
Do not disturb the fiber/copper lines within the project limits.	
AT&T	Communication - Christian
Do not disturb the utility poles within the project limits.	
PRECC	Electric - Christian
Do not disturb the communication facilities within project limits.	
HWEA	Water - Christian
Do not disturb the water facilities within the project limits.	

The Contractor is fully responsible for protection of all utilities listed above

UTILITIES AND RAIL CERTIFICATION NOTE

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Mile Point:	**15 To 15.6**		

THE FOLLOWING FACILITY OWNERS ARE RELOCATING/ADJUSTING THEIR FACILITIES WITHIN THE PROJECT LIMITS AND WILL BE COMPLETE PRIOR TO CONSTRUCTION

Utility Company	Facility Type	Completion Date
Pennyrile Rural Electric Cooperative Corporation	Electric-Christian	2/1/2027

Scope – PRECC has relocated 12 utility poles within the project limits. PRECC will postpone the relocation work involving the electrical feed to the powered gate on parcel 17 until the service is requested to be retired by the property owner no later than 2/1/2026. PRECC plans to remove the service pole for the powered gate and reconnect via underground feed.

Parcel 17 remaining work should take no more than one week to complete.

UTILITIES AND RAIL CERTIFICATION NOTE

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Mile Point:	**15 To 15.6**		

THE FOLLOWING FACILITY OWNERS HAVE FACILITIES TO BE RELOCATED/ADJUSTED BY THE ROAD CONTRACTOR AS INCLUDED IN THIS CONTRACT

Not applicable.

UTILITIES AND RAIL CERTIFICATION NOTE

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Mile Point:	**15 To 15.6**		

RAIL COMPANIES HAVE FACILITIES IN CONJUNCTION WITH THIS PROJECT AS NOTED

No Rail Involvement

UTILITIES AND RAIL CERTIFICATION NOTE

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Mile Point:	**15 To 15.6**		

AREA FACILITY OWNER CONTACT LIST

1. AT&T-AT&T KY - Communication
   Michael D. Forrest - Phone: (270) 519-5862 Email: mf6322@att.com

2. Atmos Energy - Natural Gas
   Silas Bohlen - Phone: (270) 685-8020 Email: silas.bohlen@atmosenergy.com

3. Christian County Water District - Water
   Heath Howell - Phone: (270) 886-3696 Email: heathh@ccwd.net

4. Hopkinsville Electric System - Electric
   Dustin Love - Phone: (270) 887-0775 Email: dlove@hop-electric.com

5. Hopkinsville Electric System - Communication
   Paul Smith - Phone: (270) 498-2598 Email: psmith@hop-electric.com

6. HOPKINSVILLE WATER ENVIRONMENT AUTHORITY - Sewer
   Trey Pollock - Phone: (270) 887-4132 Email: tPollock@hwea-ky.com

7. HOPKINSVILLE WATER ENVIRONMENT AUTHORITY - Water
   Trey Pollock - Phone: (270) 887-4132 Email: tPollock@hwea-ky.com

8. Mediacom SE, LLC - Communication
   Brian Carter - Phone: (270) 703-4363 Email: Bcarter@mediacomcc.com

9. Pennyrile Rural Electric Cooperative Corporation - Electric
   Jordan Perry - Phone: (270) 886-2555 Email: joperry@precc.com

UTILITIES AND RAIL CERTIFICATION NOTE

Project:	**2-80250.00**	**Christian County**	**KY 107**
Funding Source:	**00STP5044001**	**FD52 024 1505601U**	
Description:	**IMPROVE SAFETY AND MOBILITY BY WIDENING AND CORRECTING GEOMETRIC DEFICIENCIES ON KY 107 FROM MILEPOINT 15.0 TO MILEPOINT 15.6 (2022CCN) (2024CCR)**		
Mile Point:	**15 To 15.6**		

10. Pennyrile Rural Electric Cooperative Corporation - Communication
    Jordan Perry - Phone: (270) 886-2555 Email: joperry@precc.com

11. Spectrum Mid-America, LLC - CATV
    John Wade - Phone: (812) 253-2767 Email: John.Wade@charter.com

SPECIAL NOTE

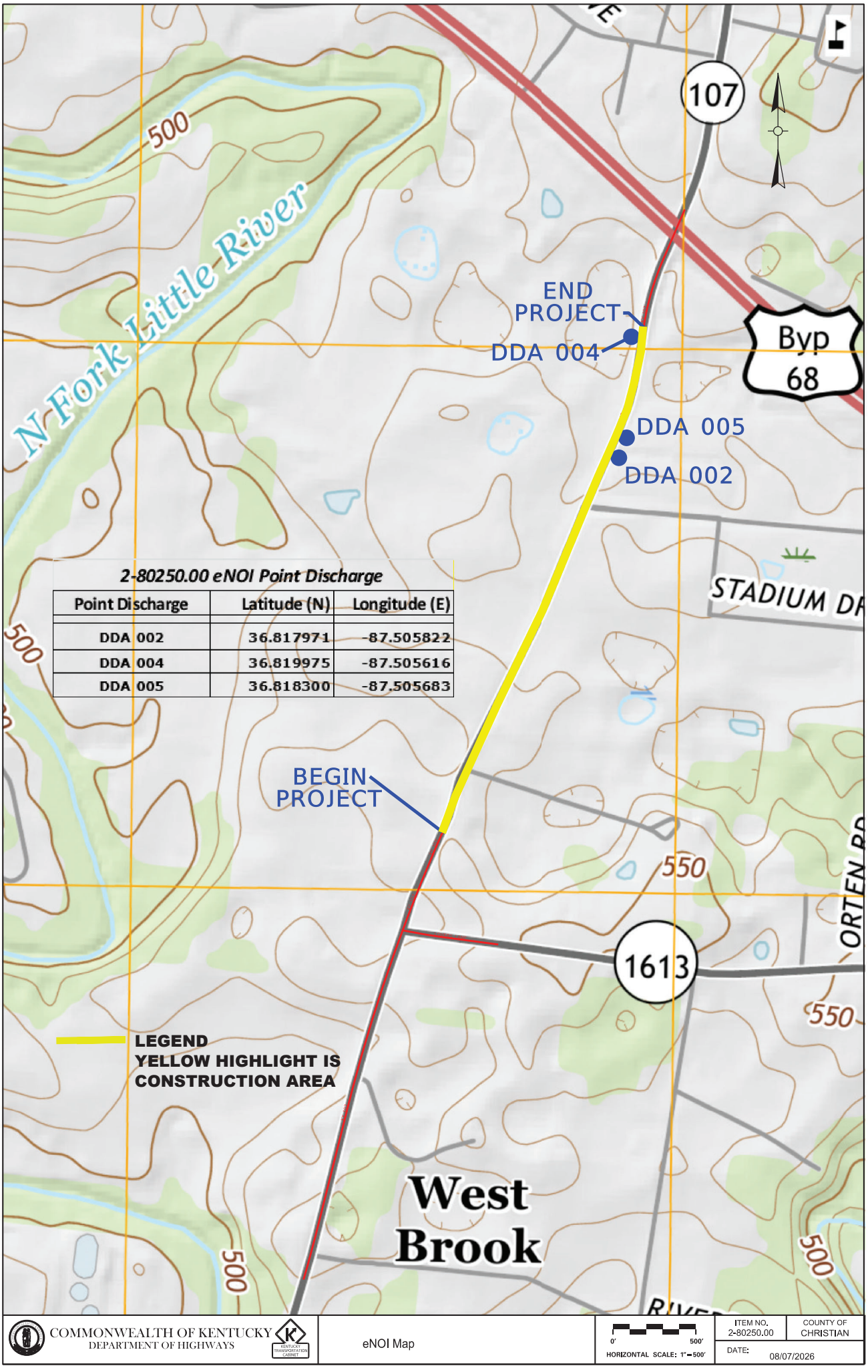
Filing of eNOI for KPDES Construction Stormwater Permit

County: CHRISTIAN **Route: KY 107 and LOVERS LN**
Item No.: 2-80250.00 **KDOW Submittal ID: __552504__**

Project Description: Improve safety and mobility by widening and correcting geometric deficiencies on KY 107 from MP 15.0 to MP 15.6

A Notice of Intent for obtaining coverage under the Kentucky Pollutant Discharge Elimination System (KPDES) General Permit for Stormwater Discharges Associated with Construction Activities (KYR10) has been drafted, copy of which is attached. Upon award, the Contractor will be identified in Section III of the form as the "Building Contractor" and it will be submitted for approval to the Kentucky Division of Water. The Contractor shall be responsible for advancing the work in a manner that is compliant with all applicable and appropriate KYTC specifications for sediment and erosion control as well as meeting the requirements of the KYR10 permit and the KDOW.

If there are any questions regarding this note, please contact Danny Peake, Director, Division of Environmental Analysis, TCOB, 200 Mero Street, Frankfort, KY 40622, Phone: (502) 564-7250.



2-80250.00 eNOI Point Discharge

Point Discharge	Latitude (N)	Longitude (E)
DDA 002	36.817971	-87.505822
DDA 004	36.819975	-87.505616
DDA 005	36.818300	-87.505683

COMMONWEALTH OF KENTUCKY
DEPARTMENT OF HIGHWAYS
KENTUCKY TRANSPORTATION CABINET

eNOI Map

0' 500'
HORIZONTAL SCALE: 1" = 500'

ITEM NO. 2-80250.00
COUNTY OF CHRISTIAN
DATE: 08/07/2026

DATE: ssssDATEssss USER: ssssUSERssss

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Form Id :	48
eForm Submittal ID :	552504
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552504	⟷	Select (right) Form to compare...

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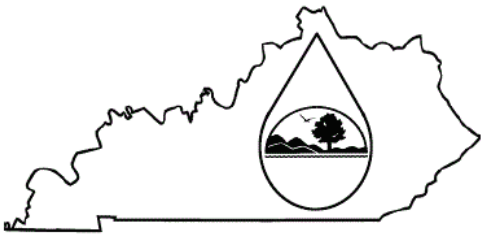

KENTUCKY POLLUTION DISCHARGE ELIMINATION SYSTEM (KPDES)

Notice of Intent (NOI) for coverage of Storm Water Discharge Associated with Construction Activities Under the KPDES Storm Water General Permit KYR100000

Click here for Instructions

Click here to obtain information and a copy of the KPDES General Permit.

(*) indicates a required field; (✓) indicates a field may be required based on user input or is an optionally required field

Reason for Submittal:(*)	Agency Interest ID:	Permit Number:(✓)
Application for New Permit Cove...	Agency Interest ID	KPDES Permit Number

ELIGIBILITY:
Stormwater discharges associated with construction activities disturbing individually one (1) acre or more, including, in the case of a common plan of development, contiguous construction activities that cumulatively equal one (1) acre or more of disturbance.

COVERAGE:
Applicants shall complete and submit the eNOI-SWCA a minimum of seven (7) days before the proposed date for commencement of construction activities. Applicants shall receive written notification from the Division of Water before being authorized to discharge under the terms of the KYR10 General Permit.

EXCLUSIONS:
The following are excluded from coverage under this general permit:
1) Are conducted at or on properties that have obtained an individual KPDES permit for the discharge of other wastewaters which requires the development and implementation of a Best Management Practices (BMP) plan;
2) Any operation that the DOW determines an individual permit would better address the discharges from that operation;
3) Any project that discharges to an Impaired Water listed in the most recent Integrated Report, §305(b) as impaired for sediment and for which an approved TMDL has been developed.

SECTION I -- FACILITY OPERATOR INFORMATION (PERMITTEE)

Company Name:(✓)	First Name:(✓)	M.I.:	Last Name:(✓)
Kentucky Transportation Cabinet, District 2	Deneatra	MI	Henderson

Mailing Address:(*)	City:(*)	State:(*)	Zip:(*)
1840 N. Main Street	Madisonville	Kentucky	42431-___

eMail Address:(*)	Business Phone:(*)	Alternate Phone:
deneatra.henderson@ky.gov	270-824-7080	Phone

Additional Facility Operator information(Co-Permittee) required ?(*)
No

SECTION II -- GENERAL SITE LOCATION INFORMATION

Project Name:(*)	Status of Owner/Operator(*)	SIC Code(*)
KYTC Project: Item 02-80250.00 - Christian - KY 107 and Lover	State Government	1611 Highway and St...

Company Name:(✓)	First Name:(✓)	M.I.:	Last Name:(✓)
Kentucky Transportation Cabinet, District 2	Deneatra	MI	Henderson

Site Physical Address:(*)
Christian County, KY 107 MP 14.6 to MP 15.6 and Lovers Lane intersection

City:(*)	State:(*)	Zip:(*)
Hopkinsville	Kentucky	42240-___

County:(*)
Christian

Latitude(decimal degrees)(*)DMS to DD Converter
36.815833

Longitude(decimal degrees)(*)
-87.506944

SECTION III -- SPECIFIC SITE ACTIVITY INFORMATION

Project Description:(*)
IMPROVE SAFETY AND MOBILITY BY WIDENING AND CORRECTING GEOMETRIC DEFICIENCIES ON KY 107 FROM MP 15.0 TO MP 1

Was the pre-development land used for agriculture ?(*)
No

Will there be demolition of any structure built or renovated before January 1, 1980 ?(*)
No

Select the type of construction site (check all that apply)(*)
- [ ] Single-Family Residential
- [ ] Multi-Family Residential
- [ ] Commercial
- [ ] Industrial
- [ ] Institutional
- [x] Highway or Road
- [ ] Utility
- [ ] Other

- [x] a. For single projects provide the following information(✓)

Total Number of Acres in Project:(*)
8.2

Total Number of Acres Disturbed:(*)
4.56

Anticipated Start Date:(*)
MM/DD/YYYY

Anticipated Completion Date:(*)
MM/DD/YYYY

- [ ] b. For common plans of development provide the following information(✓)

SECTION IV -- INFORMATION IS ALWAYS REQUIRED FOR ONSITE POINT OF DISCHARGE AND RECEIVING WATER

Discharge Point(s):(*)

+ Add | Export Excel | Import Excel

Unnamed Tributary?	Latitude	Longitude	Receiving Water Name	X
Yes	36.817971	-87.505822	North Fork of Little River	Delete
Yes	36.818300	-87.505683	North Fork of Little River	Delete
Yes	36.819975	-87.505616	North Fork of Little River	Delete

1 | 5 items per page | 1 - 3 of 3 items

SECTION V -- Section V MUST BE COMPLETED IF WITHIN A MS4 AREA

Name of MS4:
Hopkinsville MS4

SECTION VI -- WILL THE PROJECT REQUIRE CONSTRUCTION ACTIVITIES IN A WATER BODY, FLOODPLAIN OR THE RIPARIAN ZONE?

Will the project require construction activities in a water body, floodplain or the riparian zone?:(*)	No
Is a Clean Water Act 404 permit required?:(*)	No
Is a Clean Water Act 401 Water Quality Certification required?:(*)	No

SECTION VII -- NOI PREPARER INFORMATION ☐ same as FACILITY OPERATOR INFORMATION

Company Name:	First Name:(*)	M.I.:	Last Name:(*)
KYTC D-02	Jean	MI	Jones

Mailing Address:(*)	City:(*)	State:(*)	Zip:(*)
1840 N. Main Street	Madisonville	Kentucky	42431-___

eMail Address:(*)	Business Phone:(*)	Alternate Phone:
JeanR.Jones@KY.gov	270-824-7080	Phone

SECTION VIII -- ATTACHMENTS

Facility Location Map:(*)	Select files...
Supplemental Information:	Select files...

SECTION IX -- CERTIFICATION

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signature:(*)	Title:(*)
Deneatra Henderson	Chief District Engineer

First Name:(*)	M.I.:	Last Name:(*)
Deneatra	MI	Henderson

eMail Address:(*)	Business Phone:(*)	Alternate Phone:	Signature Date:(*)
Deneatra.Henderson@ky.gov	270-824-7080	270-791-4396	Date

Click to Save Values for Future Retrieval | Click to Submit to EEC

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

Kentucky Transportation Cabinet

Highway District 2 (1)

And

_____ (2), Construction

Kentucky Pollutant Discharge Elimination System Permit KYR10 Best Management Practices (BMP) plan

Groundwater protection plan

For Highway Construction Activities

For

IMPROVE SAFETY AND MOBILITY BY WIDENING AND CORRECTING GEOMETRIC DEFICIENCIES ON KY 107 FROM MP 15.0 TO MP 15.6 (1)

Project: CID ## -

Revised 3/4/2016

Project information

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

1. Owner – Kentucky Transportation Cabinet, District 2 (1)

2. Resident Engineer: (2)

3. Contractor name: (2)
   Address: (2)

   Phone number: (2)
   Contact: (2)
   Contractors: agent responsible for compliance with the KPDES permit requirements (3):

4. Project Control Number (2)

5. Route (Address) KY 107 (MP 15.0 to MP 15.6) Hopkinsville, KY 42240 (1)

6. Latitude/Longitude (project mid-point) 36° 48’ 57”, -87° 30’ 25” (1)

7. County (project mid-point) Christian (1)

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

9. Projected completion date: (2)

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

A. Site description:

1. Nature of Construction Activity (from letting project description) IMPROVE SAFETY AND MOBILITY BY WIDENING AND CORRECTING GEOMETRIC DEFICIENCIES ON KY 107 FROM MP 15.0 TO MP 15.6. (1)

2. Order of major soil disturbing activities (2) and (3)

3. Projected volume of material to be moved 8329 CY (1)

4. Estimate of total project area (acres) 8.2 (1)

5. Estimate of area to be disturbed (acres) 4.56 (1)

6. Post construction runoff coefficient will be included in the project drainage folder. Persons needing information pertaining to the runoff coefficient will contact the resident engineer to request this information. (1)

7. Data describing existing soil condition (1) & (2) See Geotech report if available. See Roadway Plans.

8. Data describing existing discharge water quality (if any) No existing water quality information available (1) & (2)

9. Receiving water name __North Fork of Little River__ (1)

10. TMDLs and Pollutants of Concern in Receiving Waters: (1 DEA)

11. Site map – Project layout sheet plus the erosion control sheets in the project plans that depict Disturbed Drainage Areas (DDAs) and related information. These sheets depict the existing project conditions with areas delineated by DDA (drainage area bounded by watershed breaks and right of way limits), the storm water discharge locations (either as a point discharge or as overland flow) and the areas that drain to each discharge point. These plans define the limits of areas to be disturbed and the location of control measures. Controls will be either site specific as designated by the designer or will be annotated by the contractor and resident engineer before disturbance commences. The project layout sheet shows the surface waters and wetlands.

12. Potential sources of pollutants:

The primary source of pollutants is solids that are mobilized during storm events. Other sources of pollutants include oil/fuel/grease from servicing and operating construction equipment, concrete washout water, sanitary wastes and trash/debris. (3)

B. Sediment and Erosion Control Measures:

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

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

2. Following award of the contract, the contractor and resident engineer will annotate the erosion control sheets showing location and type of BMPs for each of the DDAs that will be disturbed at the outset of the project. This annotation will be accompanied by an order of work that reflects the order or sequence of major soil moving activities. The remaining DDAs are to be designated as “Do Not Disturb” until the contractor and resident engineer prepare the plan for BMPs to be employed. The initial BMP’s shall be for the first phase (generally clearing and grubbing) and shall be modified as needed as the project changes phases. The BMP Plan will be modified to reflect disturbance in additional DDA’s as the work progresses. <u>All DDA’s will have adequate BMP’s in place before being disturbed.</u>

3. As DDAs are prepared for construction, the following will be addressed for the project as a whole or for each DDA as appropriate:

   - Construction Access – This is the first land-disturbing activity. As soon as construction begins, bare areas will be stabilized with gravel and temporary mulch and/or vegetation.
   - At the beginning of the project, all DDAs for the project will be inspected for areas that are a source of storm water pollutants.

Areas that are a source of pollutants will receive appropriate cover or BMPs to arrest the introduction of pollutants into storm water. Areas that have not been opened by the contractor will be inspected periodically (once per month) to determine if there is a need to employ BMPs to keep pollutants from entering storm water.

- Clearing and Grubbing – The following BMP's will be considered and used where appropriate.
  - Leaving areas undisturbed when possible.
  - Silt basins to provide silt volume for large areas.
  - Silt Traps Type A for small areas.
  - Silt Traps Type C in front of existing and drop inlets which are to be saved
  - Diversion ditches to catch sheet runoff and carry it to basins or traps or to divert it around areas to be disturbed.
  - Brush and/or other barriers to slow and/or divert runoff.
  - Silt fences to catch sheet runoff on short slopes. For longer slopes, multiple rows of silt fence may be considered.
  - Temporary Mulch for areas which are not feasible for the fore mentioned types of protections.
  - Non-standard or innovative methods.
- Cut & Fill and placement of drainage structures - The BMP Plan will be modified to show additional BMP's such as:
  - Silt Traps Type B in ditches and/or drainways as they are completed
  - Silt Traps Type C in front of pipes after they are placed
  - Channel Lining
  - Erosion Control Blanket
  - Temporary mulch and/or seeding for areas where construction activities will be ceased for 21 days or more.
  - Non-standard or innovative methods
- Profile and X-Section in place – The BMP Plan will be modified to show elimination of BMP's which had to be removed and the addition of new BMP's as the roadway was shaped. Probably changes include:
  - Silt Trap Type A, Brush and/or other barriers, Temporary Mulch, and any other BMP which had to be removed for final grading to take place.
  - Additional Silt Traps Type B and Type C to be placed as final drainage patterns are put in place.
  - Additional Channel Lining and/or Erosion Control Blanket.
  - Temporary Mulch for areas where Permanent Seeding and Protection cannot be done within 21 days.
  - Special BMP's such as Karst Policy

- Finish Work (Paving, Seeding, Protect, etc.) – A final BMP Plan will result from modifications during this phase of construction. Probably changes include:
  - Removal of Silt Traps Type B from ditches and drainways if they are protected with other BMP's which are sufficient to control erosion, i.e. Erosion Control Blanket or Permanent Seeding and Protection on moderate grades.
  - Permanent Seeding and Protection
  - Placing Sod
  - Planting trees and/or shrubs where they are included in the project
- BMP's including Storm Water Management Devices such as velocity dissipation devices and Karst policy BMP's to be installed during construction to control the pollutants in storm water discharges that will occur after construction has been completed are : Seeding and Protection, Erosion Control Blanket. (1)

C. Other Control Measures

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

2. Waste Materials

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

3. Hazardous Waste

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

4. Spill Prevention

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

- **Good Housekeeping:**

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

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

- **Hazardous Products:**

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

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

The following product-specific practices will be followed onsite:

- **Petroleum Products:**

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

The contractor shall prepare an Oil Pollution Spill Prevention Control and Countermeasure plan when the project that involves the storage of petroleum products in 55 gallon or larger containers with a total combined storage capacity of 1,320 gallons. This is a requirement of 40 CFR 112.

This project (will / will not) (3) have over 1,320 gallons of petroleum products with a total capacity, sum of all containers 55 gallon capacity and larger.

- **Fertilizers:**

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

- **Paints:**

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

- **Concrete Truck Washout:**

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

- **Spill Control Practices**

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

- Manufacturers' recommended methods for spill cleanup will be clearly posted. All personnel will be made aware of procedures and the location of the information and cleanup supplies.
- Materials and equipment necessary for spill cleanup will be kept in the material storage area. Equipment and materials will include as appropriate, brooms, dust pans, mops, rags, gloves, oil absorbents, sand, sawdust, and plastic and metal trash containers.
- All spills will be cleaned up immediately after discovery.
- The spill area will be kept well ventilated, and personnel will wear appropriate protective clothing to prevent injury from contract with a hazardous substance.
- Spills of toxic or hazardous material will be reported to the appropriate state/local agency as required by KRS 224 and applicable federal law.
- The spill prevention plan will be adjusted as needed to prevent spills from reoccurring and improve spill response and cleanup.
- Spills of products will be cleaned up promptly. Wastes from spill clean up will be disposed in accordance with appropriate regulations.

D. Other State and Local Plans

This BMP plan shall include any requirements specified in sediment and erosion control plans, storm water management plans or permits that have been approved by other state or local officials. Upon submittal of the NOI, other requirements for surface water protection are incorporated by reference into and are enforceable under this permit (even if they are not specifically included in this BMP plan). This provision does not apply to master or comprehensive plans, non-enforceable guidelines or technical guidance documents that are not identified in a specific plan or permit issued for the construction site by state or local officials. No other local requirements are being added to this project. (1)

E. Maintenance

1. The BMP plan shall include a clear description of the maintenance procedures necessary to keep the control measures in good and effective operating condition.

- Maintenance of BMPs during construction shall be a result of weekly and post rain event inspections with action being taken by the contractor to correct deficiencies.

- Post Construction maintenance will be a function of normal highway maintenance operations. Following final project acceptance by the cabinet, district highway crews will be responsible for identification and correction of deficiencies regarding ground cover and cleaning of storm water BMPs. The project manager shall identify any BMPs that will be for

the purpose of post construction storm water management with specific guidance for any non-routine maintenance. No features of this project will require post construction maintenance over and above normal maintenance procedures. (1)

F. Inspections

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

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

G. Non – Storm Water discharges

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

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

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

H. Groundwater Protection Plan (3)

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

- Contractors statement: (3)

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

_____ 2. (e) land treatment or land disposal of a pollutant;

_____ 2. (f) Storing, …, or related handling of hazardous waste, solid waste or special waste, …, in tanks, drums, or other containers, or in piles, (This does not include wastes managed in a container placed for collection and removal of municipal solid waste for disposal off site);

_____ 2. (g) …. Handling of materials in bulk quantities (equal or greater than 55 gallons or 100 pounds net dry weight transported held in an individual container) that, if released to the environment, would be a pollutant;

_____ 2. (j) Storing or related handling of road oils, dust suppressants, …., at a central location;

_____ 2. (k) Application or related handling of road oils, dust suppressants or deicing materials, (does not include use of chloride-based deicing materials applied to roads or parking lots);

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

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

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

The contractor is responsible for the preparation of a plan that addresses the

401 KAR 5:037 Section 3. (3) Elements of site specific groundwater protection plan:

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

KyTC BMP Plan for Project CID ## -

Contractor and Resident Engineer Plan certification

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

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

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

Resident Engineer and Contractor Certification:

(2) Resident Engineer signature

Signed _____title_____, _____
Typed or printed name[2] signature

(3) Signed _____title_____, _____
Typed or printed name[1] signature

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

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

Sub-Contractor Certification

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

Subcontractor

Name:
Address:
Address:

Phone:

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

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

Signed _____title_____, _____
Typed or printed name[1] signature

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

KENTUCKY TRANSPORTATION CABINET
COMMUNICATING ALL PROMISES (CAP)

Item No. 2 - 80250 **County:** Christian **Route:** 107 **Project Manager:** JEAN JONES

10/23/26

CAP #	Date of Promise	Promise made to:	Location of Promise:	CAP Description

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 2026* and *Standard Drawings, Edition of 2025.*

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

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SPECIAL NOTE FOR PORTABLE CHANGEABLE MESSAGE SIGNS

This Special Note will apply when indicated on the plans or in the proposal.

1.0 DESCRIPTION. Furnish, install, operate, and maintain variable message signs at the locations shown on the plans or designated by the Engineer. Remove and retain possession of variable message signs when they are no longer needed on the project.

2.0 MATERIALS.

2.1 General. Use LED Variable Message Signs Class I, II, or III, as appropriate, from the Department's List of Approved Materials.

Unclassified signs may be submitted for approval by the Engineer. The Engineer may require a daytime and nighttime demonstration. The Engineer will make a final decision within 30 days after all required information is received.

2.2 Sign and Controls. All signs must:

1) Provide 3-line messages with each line being 8 characters long and at least 18 inches tall. Each character comprises 35 pixels.
2) Provide at least 40 preprogrammed messages available for use at any time. Provide for quick and easy change of the displayed message; editing of the message; and additions of new messages.
3) Provide a controller consisting of:
   a) Keyboard or keypad.
   b) Readout that mimics the actual sign display. (When LCD or LCD type readout is used, include backlighting and heating or otherwise arrange for viewing in cold temperatures.)
   c) Non-volatile memory or suitable memory with battery backup for storing pre-programmed messages.
   d) Logic circuitry to control the sequence of messages and flash rate.
4) Provide a serial interface that is capable of supporting complete remote control ability through land line and cellular telephone operation. Include communication software capable of immediately updating the message, providing complete sign status, and allowing message library queries and updates.
5) Allow a single person easily to raise the sign to a satisfactory height above the pavement during use, and lower the sign during travel.
6) Be Highway Orange on all exterior surfaces of the trailer, supports, and controller cabinet.
7) Provide operation in ambient temperatures from -30 to + 120 degrees Fahrenheit during snow, rain and other inclement weather.
8) Provide the driver board as part of a module. All modules are interchangeable, and have plug and socket arrangements for disconnection and reconnection. Printed circuit boards associated with driver boards have a conformable coating to protect against moisture.
9) Provide a sign case sealed against rain, snow, dust, insects, etc. The lens is UV stabilized clear plastic (polycarbonate, acrylic, or other approved material) angled to prevent glare.
10) Provide a flat black UV protected coating on the sign hardware, character PCB, and appropriate lens areas.
11) Provide a photocell control to provide automatic dimming.

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12) Allow an on-off flashing sequence at an adjustable rate.
13) Provide a sight to aim the message.
14) Provide a LED display color of approximately 590 nm amber.
15) Provide a controller that is password protected.
16) Provide a security device that prevents unauthorized individuals from accessing the controller.
17) Provide the following 3-line messages preprogrammed and available for use when the sign unit begins operation:

/KEEP/RIGHT/⇒⇒⇒/
/KEEP/LEFT/⇐⇐⇐/
/LOOSE/GRAVEL/AHEAD/
/RD WORK/NEXT/**MILES/
/TWO WAY/TRAFFIC/AHEAD/
/PAINT/CREW/AHEAD/
/REDUCE/SPEED/**MPH/
/BRIDGE/WORK/***0 FT/
/MAX/SPEED/**MPH/
/SURVEY/PARTY/AHEAD/
/MIN/SPEED/**MPH/
/ICY/BRIDGE/AHEAD/ /ONE LANE/BRIDGE/AHEAD/
/ROUGH/ROAD/AHEAD/
/MERGING/TRAFFIC/AHEAD/
/NEXT/***/MILES/
/HEAVY/TRAFFIC/AHEAD/
/SPEED/LIMIT/**MPH/
/BUMP/AHEAD/
/TWO/WAY/TRAFFIC/

*Insert numerals as directed by the Engineer.
Add other messages during the project when required by the Engineer.

2.3 Power.

1) Design solar panels to yield 10 percent or greater additional charge than sign consumption. Provide direct wiring for operation of the sign or arrow board from an external power source to provide energy backup for 21 days without sunlight and an on-board system charger with the ability to recharge completely discharged batteries in 24 hours.

3.0 CONSTRUCTION. Furnish and operate the variable message signs as designated on the plans or by the Engineer. Ensure the bottom of the message panel is a minimum of 7 feet above the roadway in urban areas and 5 feet above in rural areas when operating. Use Class I, II, or III signs on roads with a speed limit less than 55 mph. Use Class I or II signs on roads with speed limits 55 mph or greater.

Maintain the sign in proper working order, including repair of any damage done by others, until completion of the project. When the sign becomes inoperative, immediately repair or replace the sign. Repetitive problems with the same unit will be cause for rejection and replacement.

Use only project related messages and messages directed by the Engineer, unnecessary messages lessen the impact of the sign. Ensure the message is displayed in either one or 2 phases with each phase having no more than 3 lines of text. When no message is needed, but it is necessary to know if the sign is operable, flash only a pixel.

When the sign is not needed, move it outside the clear zone or where the Engineer directs. Variable Message Signs are the property of the Contractor and shall be removed from the project when no longer needed. The Department will not assume ownership of these signs.

4.0 MEASUREMENT. The final quantity of Variable Message Sign will be

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the actual number of individual signs acceptably furnished and operated during the project. The Department will not measure signs replaced due to damage or rejection.

5.0 PAYMENT. The Department will pay for the Variable Message Signs at the unit price each. The Department will not pay for signs replaced due to damage or rejection. Payment is full compensation for furnishing all materials, labor, equipment, and service necessary to, operate, move, repair, and maintain or replace the variable message signs. The Department will make payment for the completed and accepted quantities under the following:

Code	Pay Item	Pay Unit
02671	Portable Changeable Message Sign	Each

Effective June 15, 2012

SPECIAL NOTE FOR BARCODE LABEL ON PERMANENT SIGNS

1.0 DESCRIPTION. Install barcode label on sheeting signs. Section references herein are to the Department's Standard Specifications for Road and Bridge Construction, current edition.

2.0 MATERIALS. The Department will provide the Contractor with a 2 inch x 1 inch foil barcode label for each permanent sheeting sign. A unique number will be assigned to each barcode label.

The Contractor shall contact the Operations and Pavement Management Branch in the Division of Maintenance at (502) 564-4556 to obtain the barcode labels.

3.0 CONSTRUCTION. Apply foil barcode label in the lower right quadrant of the sign back. Signs where the bottom edge is not parallel to the ground, the lowest corner of the sign shall serve as the location to place the barcode label. The barcode label shall be placed no less than one-inch and no more than three inches from any edge of the sign. The barcode must be placed so that the sign post does not cover the barcode label.

Barcodes shall be applied in an indoor setting with a minimum air temperature of 50°F or higher. Prior to application of the barcode label, the back of the sign must be clean and free of dust, oil, etc. If the sign is not clean, an alcohol swab shall be used to clean the area. The area must be allowed to dry prior to placement of the barcode label.

Data for each sign shall include the barcode number, MUTCD reference number, sheeting manufacturer, sheeting type, manufacture date, color of primary reflective surface, installation date, latitude and longitude using the North American Datum of 1983 (NAD83) or the State Plane Coordinates using an x and y ordinate of the installed location.

Data should be provided electronically on the TC 71-229 Sign Details Information and TC 71-230 Sign Assembly Information forms. The Contractor may choose to present the data in a different format provided that the information submitted to the Department is equivalent to the information required on the Department TC forms. The forms must be submitted in electronic format regardless of which type of form is used. The Department will not accept PDF or handwritten forms. These completed forms must be submitted to the Department prior to final inspection of the signs. The Department will not issue formal acceptance for the project until the TC 71-229 and TC-230 electronic forms are completed for all signs and sign assemblies on the project.

4.0 MEASUREMENT. The Department will measure all work required for the installation of the barcode label and all work associated with completion and submission of the sign inventory data (TC 71-229 and TC 71-230).

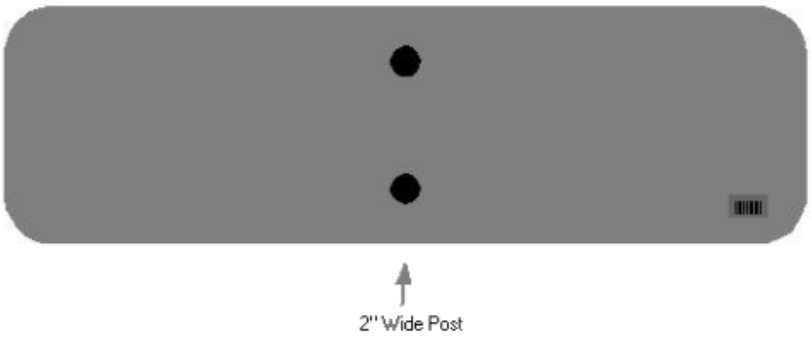
The installation of the permanent sign will be measured in accordance to Section 715.

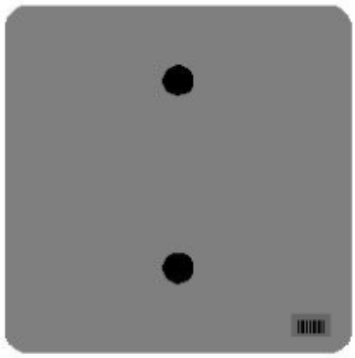
5.0 PAYMENT. The Department will make payment for the completed and accepted quantities under the following:

Code	Pay Item	Pay Unit
24631EC	Barcode Sign Inventory	Each

The Department will not make payment for this item until all barcodes are installed and sign inventory is complete on every permanent sign installed on the project. The Department will make payment for installation of the permanent sign in accordance to Section 715. The Department will consider payment as full compensation for all work required under this special note.

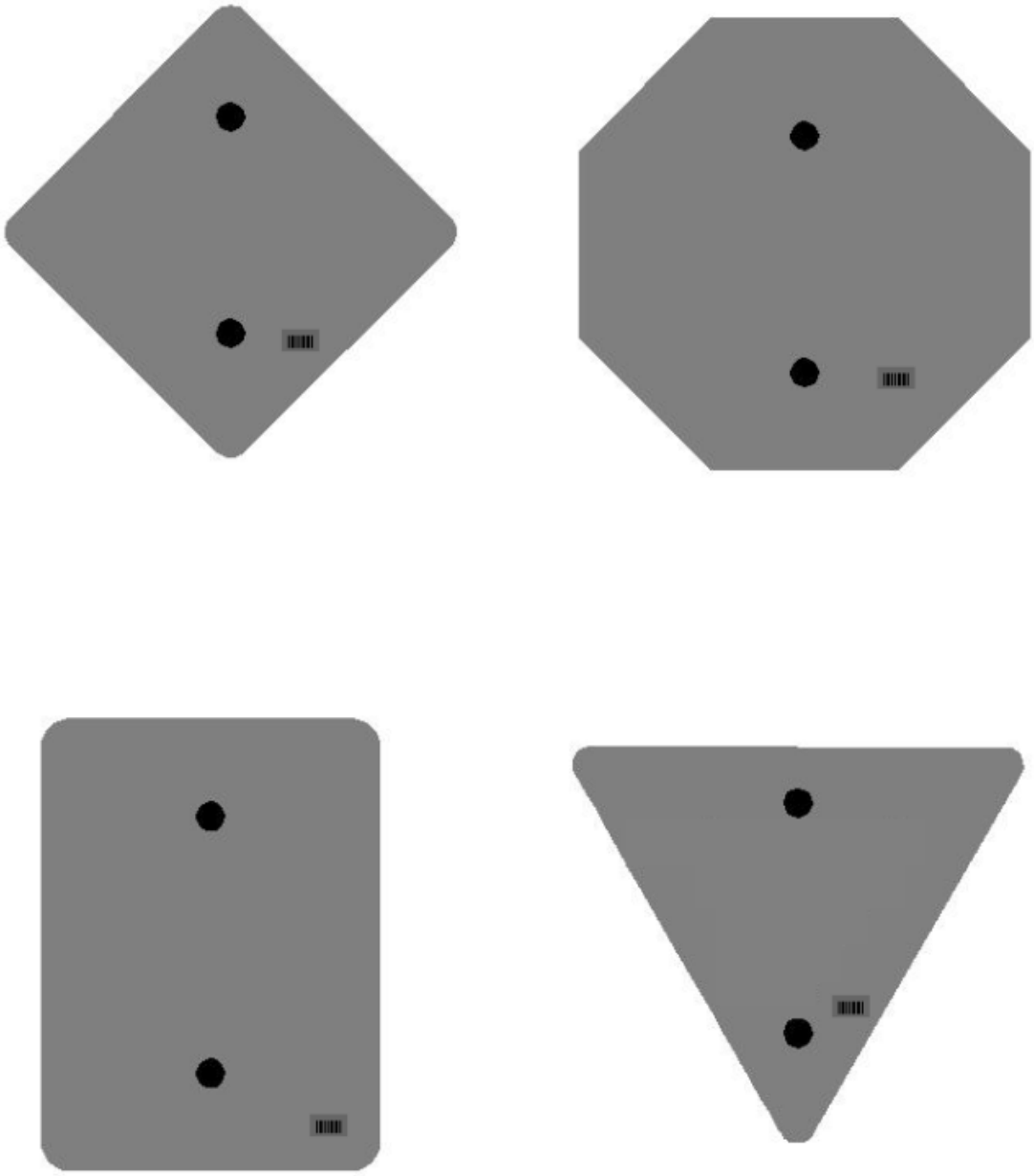
One Sign Post



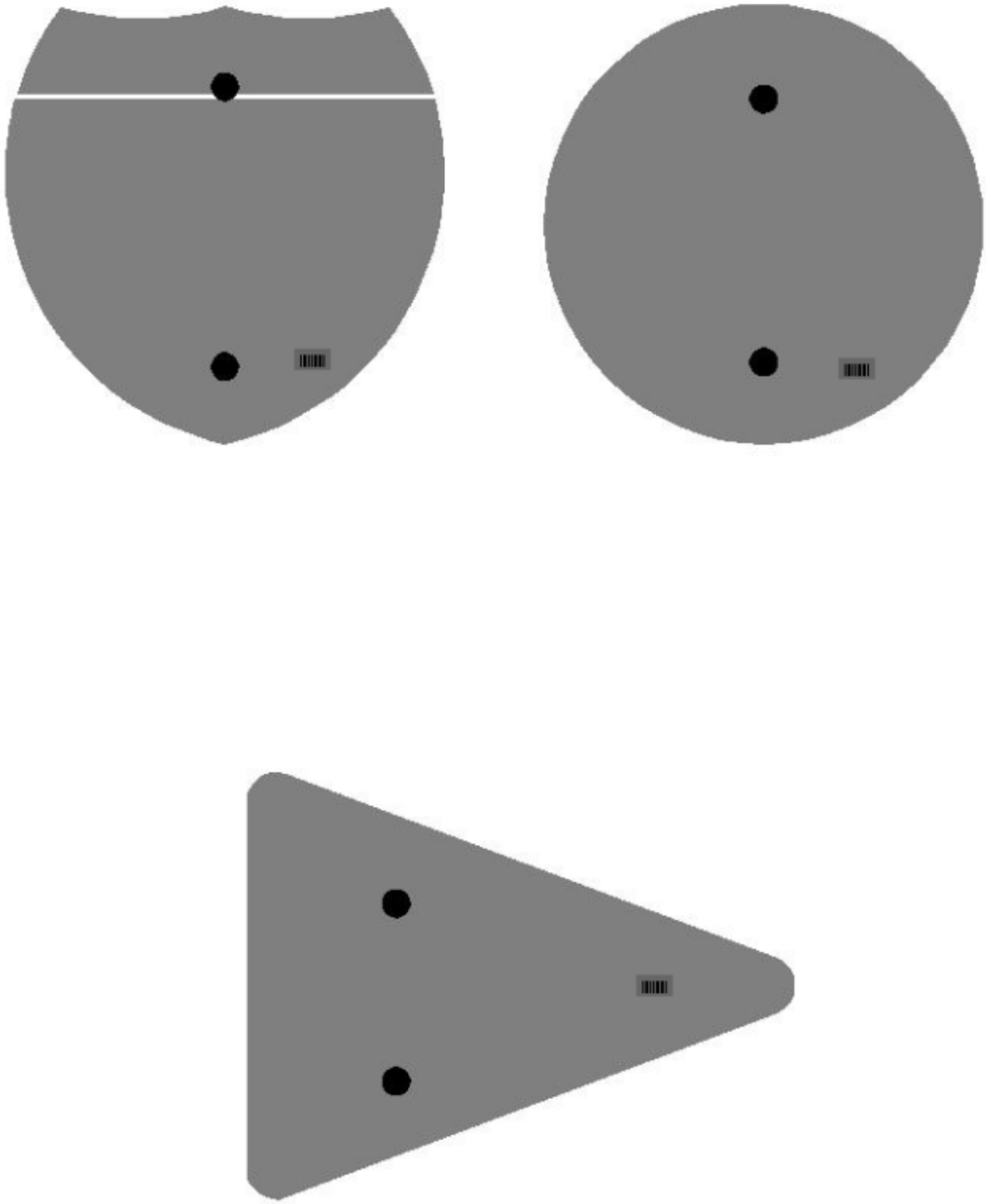




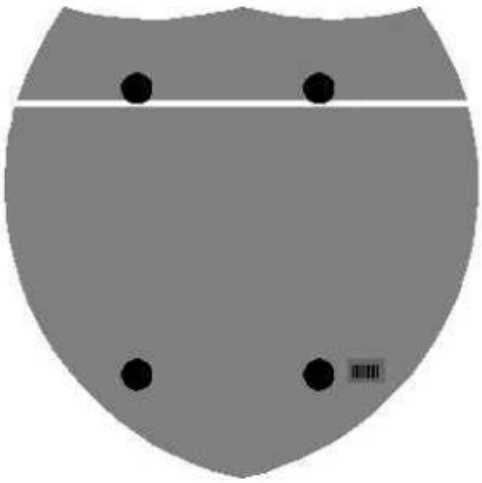
One Sign Post



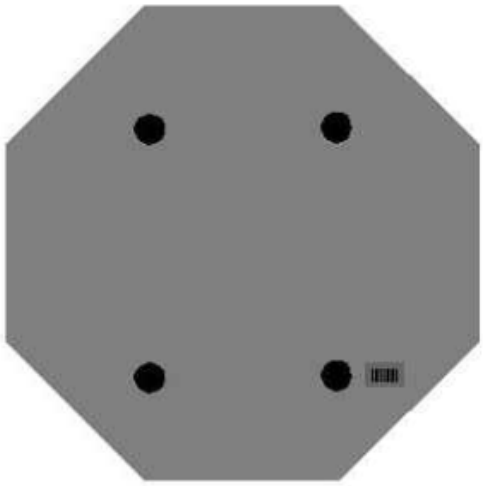
One Sign Post



Double Sign Post



Interstate
Shield

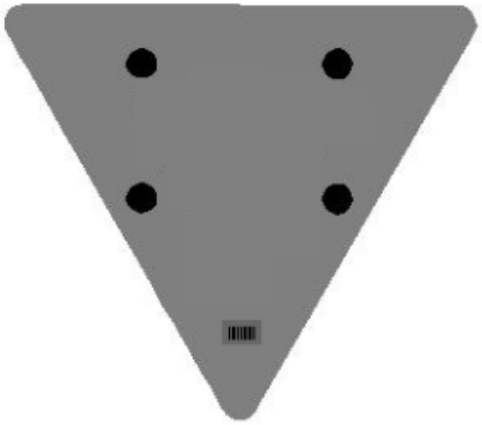


48" Stop

2 Post Signs







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SPECIAL NOTE FOR LONGITUDINAL PAVEMENT JOINT ADHESIVE

1. DESCRIPTION. This specification covers the requirements and practices for applying an asphalt adhesive material to the longitudinal joint of the surface course of an asphalt pavement. Apply the adhesive to the face of longitudinal joint between driving lanes for the first lane paved. Then, place and compact the adjacent lane against the treated face to produce a strong, durable, waterproof longitudinal joint.

2. MATERIALS, EQUIPMENT, AND PERSONNEL.

2.1 Joint Adhesive. Provide material conforming to Subsection 2.1.1.

2.1.1 Provide an adhesive conforming to the following requirements:

Property	Specification	Test Procedure
Viscosity, 400 ° F (Pa·s)	4.0 – 10.0	ASTM D 4402
Cone Penetration, 77 ° F	60 – 100	ASTM D 5329
Flow, 140 ° F (mm)	5.0 max.	ASTM D 5329
Resilience, 77 ° F (%)	30 min.	ASTM D 5329
Ductility, 77 ° F (cm)	30.0 min.	ASTM D 113
Ductility, 39 ° F (cm)	30.0 min.	ASTM D 113
Tensile Adhesion, 77 ° F (%)	500 min.	ASTM D 5329, Type II
Softening Point, ° F	171 min.	AASHTO T 53
Asphalt Compatibility	Pass	ASTM D 5329

Ensure the temperature of the pavement joint adhesive is between 380 and 410 °F when the material is extruded in a 0.125-inch-thick band over the entire face of the longitudinal joint.

2.2. Equipment.

2.2.1 Melter Kettle. Provide an oil-jacketed, double-boiler, melter kettle equipped with any needed agitation and recirculating systems.

2.2.2 Applicator System. Provide a pressure-feed-wand applicator system with an applicator shoe attached.

2.3 Personnel. Ensure a technical representative from the manufacturer of the pavement joint adhesive is present during the initial construction activities and available upon the request of the Engineer.

3. CONSTRUCTION.

3.1 Surface Preparation. Prior to the application of the pavement joint adhesive, ensure the face of the longitudinal joint is thoroughly dry and free from dust or any other debris that would inhibit adhesion. Clean the joint face by the use of compressed air.

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Ensure this preparation process occurs shortly before application to prevent the return of debris on the joint face.

3.2 Pavement Joint Adhesive Application. Ensure the ambient temperature is a minimum of 40 ^{o} F during the application of the pavement joint adhesive. Prior to applying the adhesive, demonstrate competence in applying the adhesive according to this note to the satisfaction of the Engineer. Heat the adhesive in the melter kettle to the specified temperature range. Pump the adhesive from the melter kettle through the wand onto the vertical face of the cold joint. Apply the adhesive in a continuous band over the entire face of the longitudinal joint. Do not use excessive material in either thickness or location. Ensure the edge of the extruded adhesive material is flush with the surface of the pavement. Then, place and compact the adjacent lane against the joint face. Remove any excessive material extruded from the joint after compaction (a small line of material may remain).

3.3 Pavement Joint Adhesive Certification. Furnish the joint adhesive's certification to the Engineer stating the material conforms to all requirements herein prior to use.

3.4 Sampling and Testing. The Department will require a random sample of pavement joint adhesive from each manufacturer's lot of material. Extrude two 5 lb. samples of the heated material and forward the sample to the Division of Materials for testing. Reynolds oven bags, turkey size, placed inside small cardboard boxes or cement cylinder molds have been found suitable. Ensure the product temperature is 400°F or below at the time of sampling.

4. MEASUREMENT. The Department will measure the quantity of Pavement Joint Adhesive in linear feet. The Department will not measure for payment any extra materials, labor, methods, equipment, or construction techniques used to satisfy the requirements of this note. The Department will not measure for payment any trial applications of Pavement Joint Adhesive, the cleaning of the joint face, or furnishing and placing the adhesive. The Department will consider all such items incidental to the Pavement Joint Adhesive.

5. PAYMENT. The Department will pay for the Pavement Joint Adhesive at the Contract unit bid price and apply an adjustment for each manufacturer's lot of material based on the degree of compliance as defined in the following schedule. When a sample fails on two or more tests, the Department may add the deductions, but the total deduction will not exceed 100 percent.

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Pavement Joint Adhesive Price Adjustment Schedule						
Test	Specification	100% Pay	90% Pay	80% Pay	50% Pay	0% Pay
Joint Adhesive Referenced in Subsection 2.1.1						
Viscosity, 400 º F (Pa•s)			3.0-3.4	2.5-2.9	2.0-2.4	≤1.9
ASTM D 3236	4.0-10.0	3.5-10.5	10.6-11.0	11.1-11.5	11.6-12.0	≥ 12.1
Cone Penetration, 77 º F			54-56	51-53	48-50	≤ 47
ASTM D 5329	60-100	57-103	104-106	107-109	110-112	≥ 113
Flow, 140 º F (mm) ASTM D 5329	≤ 5.0	≤ 5.5	5.6-6.0	6.1-6.5	6.6-7.0	≥ 7.1
Resilience, 77 º F (%) ASTM D 5329	≥ 30	≥ 28	26-27	24-25	22-23	≤ 21
Tensile Adhesion, 77 º F (%) ASTM D 5329	≥ 500	≥ 490	480-489	470-479	460-469	≤ 459
Softening Point, º F AASHTO T 53	≥ 171	≥ 169	166-168	163-165	160-162	≤ 159
Ductility, 77 º F (cm) ASTM D 113	≥ 30.0	≥ 29.0	28.0-28.9	27.0-27.9	26.0-26.9	≤ 25.9
Ductility, 39 º F (cm) ASTM D 113	≥ 30.0	≥ 29.0	28.0-28.9	27.0-27.9	26.0-26.9	≤ 25.9

Code	Pay Item	Pay Unit
20071EC	Joint Adhesive	Linear Foot

May 7, 2014

PART III

EMPLOYMENT, WAGE AND RECORD REQUIREMENTS

FHWA-1273 – Revised June 25, 2026

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

I. General
II. Nondiscrimination
III. Davis-Bacon and Related Act Provisions
IV. Contract Work Hours and Safety Standards Act Provisions
V. Subletting or Assigning the Contract
VI. Safety: Accident Prevention
VII. False Statements Concerning Highway Projects
VIII. Implementation of Clean Air Act and Federal Water Pollution Control Act
IX. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
X. Certification Regarding Use of Contract Funds for Lobbying
XI. 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. Historically, contracting agencies using Federal-aid highway funds were required to ensure Form FHWA-1273 was physically incorporated into all contracts and subcontracts. Effective June 10, 2026, this requirement was eliminated [91 FR 25492]. Future use of Form FHWA-1273 is now optional on the part of the contracting agency using Federal-aid highway funds. FHWA continues to make Form FHWA-1273 available as a convenience to contracting agencies. Contracting agencies must continue to ensure compliance with the provisions cited in Form FHWA-1273 in accordance with the provisions regardless of the use of Form FHWA-1273. Accordingly, the contracting agency retains the authority to determine whether the contractor must use Form FHWA-1273 to physically incorporate required contract provisions in each subcontract and in lower tier contracts. Where permitted by the contracting agency, the contractor may choose other ways to include required contract provisions in each subcontract, besides incorporating Form FHWA-1273. Contract provisions in Form FHWA-1273 are not required to be physically included in subcontracts for design services on Federal-aid design-build contracts, or in purchase orders, rental agreements and other agreements for supplies or services.

The applicable provisions 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 or 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.

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.

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

The contractor and all subcontractors must comply with the following policies: 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, including any amendments thereto.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with 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, including any amendments thereto.

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.

1. Assurances Required:

a. The requirements of 49 CFR Part 26, including any amendments thereto, 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, including any amendments thereto, 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, including any amendments thereto, are incorporated by reference. 49 CFR Part 21.

III. 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 IV, 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 reprocurement 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 29 CFR part 30, including any amendments thereto.

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 III. 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 in any subcontracts the clauses set forth in paragraphs (1) through (11) of this section, 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.

IV. 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.

* $33 as of January 15, 2025 (See 90 FR 1859) 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 III 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 reprocurement 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.

V. 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 this section 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 this section 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).

VI. 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).

VII. 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."

VIII. 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.

IX. 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.

* * * * *

X. 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.

XI. 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 (40 U.S.C. sections 14501(d) and 14701 and the Appalachian Regional Commission Code as authorized under 40 U.S.C. section 14302)
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 40 U.S.C. 14501 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 administrating 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

The Executive Branch Code of Ethics created by Kentucky Revised Statutes (KRS) Chapter 11A, effective July 14, 1992, establishes the ethical standards that govern the conduct of all executive branch employees. The Executive Branch Code of Ethics, which states, in part:

> KRS 11A.040 (7) provides:
>
> A present or former public servant listed in KRS 11A.010(9)(a) to (g) shall not, within one (1) year following termination of his or her 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 one (1) year, he or she personally refrains from working on any matter in which he was directly involved during the last thirty-six (36) months of his or her 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 to obtain private benefits.

If you have worked for the executive branch of state government within the past year, 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 105, Frankfort, Kentucky 40601; telephone (502) 564-7954.

Revised: March 11, 2025

"General Decision Number: KY20260040 05/18/2026

State: Kentucky

Construction Types: Highway

Counties: Kentucky Counties of
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

Modification Number Publication Date
0 01/02/2026
1 05/18/2026

BRIN0004-002 06/01/2024
Rates Fringes
BRICKLAYER (DAVIESS, HANCOCK, HENDERSON, MCLEAN,
UNION, AND WEBSTER COUNTIES).....$ 33.70 16.57
BRICKLAYER (BUTLER, EDMONSON, HOPKINS, MUHLENBERG,
AND OHIO COUNTIES).....$ 33.70 16.57
BRICKLAYER (BALLARD, CALDWELL, CARLISLE,
CRITTENDEN, FULTON, GRAVES, HICKMAN, LIVINGSTON,
LYON, MARSHALL, AND MCCRACKEN COUNTIES).....$ 33.70 16.57

BRTN0004-005 06/01/2024
Rates Fringes
BRICKLAYER (ALLEN, CALLOWAY, CHRISTIAN, LOGAN,
SIMPSON, TODD, TRIGG, AND WARREN COUNTIES).....$ 33.70 16.57

CARP0357-002 04/01/2025
Rates Fringes
PILEDRIVERMAN.....$ 34.39 24.02
DIVER.....$ 51.21 24.02
CARPENTER.....$ 33.89 24.02

ELEC0369-006 05/27/2025
Rates Fringes
ELECTRICIAN (BUTLER, EDMONSON, LOGAN, TODD & WARREN
COUNTIES:).....$ 40.96 22.44

ELEC0429-001 06/01/2024
Rates Fringes
ELECTRICIAN (ALLEN & SIMPSON COUNTIES).....$ 34.92 14.75

ELEC0816-002 06/01/2025
Rates Fringes
ELECTRICIAN (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) CABLE SPICERS RECEIVE $.25 PER HOUR ADDITIONAL.....$ 36.75 10.29

ELEC1701-003 07/01/2024
Rates Fringes
ELECTRICIAN (DAVIESS, HANCOCK, HENDERSON, HOPKINS, MCLEAN, MUHLENBERG, OHIO, UNION & WEBSTER COUNTIES) CABLE SPICERS RECEIVE $.25 PER HOUR ADDITIONAL.....$ 37.10 20.03

ELEC1925-002 01/01/2025
Rates Fringes
ELECTRICIAN (FULTON COUNTY (UP TO A 5 MILE RADIUS OF CITY HALL IN FULTON)).....$ 28.60 15.49
CABLE SPLICER (FULTON COUNTY (UP TO A 5 MILE RADIUS OF CITY HALL IN FULTON)).....$ 28.85 15.50

ENGI0181-017 07/01/2025
Rates Fringes
POWER EQUIPMENT OPERATOR 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. - $1.00 ABOVE GROUP 1 RATE EMPLOYEES ASSIGNED TO WORK BELOW GROUND LEVEL ARE TO BE PAID 10% ABOVE BASIC WAGE RATE. THIS DOES NOT APPLY TO OPEN CUT WORK.....$ 38.37 19.60
POWER EQUIPMENT OPERATOR GROUP 3 ALL OFF ROAD MATERIAL HANDLING EQUIPMENT, INCLUDING ARTICULATING DUMP TRUCKS; GREASER ON GREASE FACILITIES SERVICING HEAVY EQUIPMENT 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. - $1.00 ABOVE GROUP 1 RATE EMPLOYEES ASSIGNED TO WORK BELOW GROUND LEVEL ARE TO BE PAID 10% ABOVE BASIC WAGE RATE. THIS DOES NOT APPLY TO OPEN CUT WORK.....$ 39.14 19.60
POWER EQUIPMENT OPERATOR 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 CONRETE 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 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. - $1.00 ABOVE GROUP 1 RATE EMPLOYEES ASSIGNED TO WORK BELOW GROUND LEVEL ARE TO BE PAID 10% ABOVE BASIC WAGE RATE. THIS DOES NOT APPLY TO OPEN CUT WORK.....$ 38.69 19.60
POWER EQUIPMENT OPERATOR 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 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. - $1.00 ABOVE GROUP 1 RATE EMPLOYEES ASSIGNED TO WORK BELOW GROUND LEVEL ARE TO BE PAID 10% ABOVE BASIC WAGE RATE. THIS DOES NOT APPLY TO OPEN CUT WORK....$ 41.55 19.60

IRON0070-005 06/01/2025
Rates Fringes
IRONWORKER: STRUCTURAL; ORNAMENTAL; REINFORCING; PRECAST CONCRETE ERECTORS (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))....$ 36.17 25.80

IRON0103-004 08/01/2024
Rates Fringes
IRONWORKERS: (DAVIESS, HANCOCK, HENDERSON, HOPKINS, MCLEAN, OHIO, UNION & WEBSTER COUNTIES BUTLER COUNTY (TOWNSHIPS OF ABERDEEN, BANCOCK, CASEY, DEXTERVILLE, DUNBAR, ELFIE, GILSTRAP, HUNTSVILLE,

LOGANSPORT, MONFORD, MORGANTOWN, PROVO, ROCHESTER,
SOUTH HILL & WELCHS CREEK); CALDWELL COUNTY
(NORTHEASTERN THIRD, INCLUDING THE TOWNSHIP OF
CRESWELL); CHRISTIAN COUNTY (NORTHERN THIRD,
INCLUDING THE TOWNSHIPS OF APEX, CROFTON, KELLY,
MANNINGTON & WYNNS); CRITTENDEN COUNTY
(NORTHEA.....$ 35.34 26.40

IRON0492-003 05/01/2025
Rates Fringes
IRONWORKERS: (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, I.....$ 35.32 16.44

IRON0782-006 08/01/2025
Rates Fringes
IRONWORKERS:: PROJECTS WITH A TOTAL CONTRACT COST
OF $20,000,000.00 OR ABOVE (BALLARD, CALLOWAY,
CARLISLE, FULTON, GRAVES, HICKMAN, LIVINGSTON,
LYON, MARSHALL, MCCRACKEN & TRIGG COUNTIES
CALDWELL COUNTY (SOUTHWESTERN TWO-THIRDS, INCLUDING
THE TOWNSHIPS OF CEDAR BLUFF, CIDER, CLAXTON,
COBB, CROWTOWN, DULANEY, FARMERSVILLE, FREDONIA,
MCGOWAN, OTTER POND & PRINCETON); CHRISTIAN
COUNTY (WESTERN THIRD, EXCLUDING THE TOWNSHIPS OF
APEX, CROFTON, KELLY, MANNINGTON, WYNNS,
BENNETTSTOWN, CASKY.....$ 37.47 26.49
IRONWORKERS:: ALL OTHER WORK (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, PEM.....$ 35.63 26.49

LABO0189-005 07/01/2025
Rates Fringes
LABORERS: 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 (BALLARD,
CALLOWAY, CARLISLE, FULTON, GRAVES, HICKMAN,
LIVINGSTON, LYON, MARSHALL & MCCRACKEN COUNTIES)....$ 27.77 19.66
LABORERS: 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 (BALLARD, CALLOWAY, CARLISLE, FULTON,
GRAVES, HICKMAN, LIVINGSTON, LYON, MARSHALL &
MCCRACKEN COUNTIES).....$ 27.17 19.66
LABORERS: GROUP 2 BATTER BOARD MAN (SANITARY &
STORM SEWER); BRICKMASON TENDER; MORTAR MIXER
OPERATOR; SCAFFOLD BUILDER; BURNER & WELDER;
BUSHAMMER; 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 (BALLARD, CALLOWAY, CARLISLE, FULTON,
GRAVES, HICKMAN, LIVINGSTON, LYON, MARSHALL &
MCCRACKEN COUNTIES).....$ 27.12 19.66
LABORERS: 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
(BALLARD, CALLOWAY, CARLISLE, FULTON, GRAVES,
HICKMAN, LIVINGSTON, LYON, MARSHALL & MCCRACKEN
COUNTIES).....$ 26.87 19.66

LABO0189-006 07/01/2025
Rates Fringes
LABORERS: 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 (ALLEN,
BUTLER, CALDWELL, CHRISTIAN, DAVIESS, EDMONSON,
HANCOCK, HOPKINS, LOGAN, MCLEAN, MUHLENBERG, OHIO,
SIMPSON, TODD, TRIGG & WARREN COUNTIES).....$ 27.77 19.66
LABORERS: 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 (ALLEN, BUTLER, CALDWELL, CHRISTIAN,
DAVIESS, EDMONSON, HANCOCK, HOPKINS, LOGAN, MCLEAN,
MUHLENBERG, OHIO, SIMPSON, TODD, TRIGG & WARREN
COUNTIES).....$ 27.17 19.66
LABORERS: GROUP 2 BATTER BOARD MAN (SANITARY &
STORM SEWER); BRICKMASON TENDER; MORTAR MIXER
OPERATOR; SCAFFOLD BUILDER; BURNER & WELDER;
BUSHAMMER; 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 (ALLEN, BUTLER, CALDWELL, CHRISTIAN, DAVIESS, EDMONSON, HANCOCK, HOPKINS, LOGAN, MCLEAN, MUHLENBERG, OHIO, SIMPSON, TODD, TRIGG & WARREN COUNTIES).....$ 27.12 19.66

LABORERS: 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 (ALLEN, BUTLER, CALDWELL, CHRISTIAN, DAVIESS, EDMONSON, HANCOCK, HOPKINS, LOGAN, MCLEAN, MUHLENBERG, OHIO, SIMPSON, TODD, TRIGG & WARREN COUNTIES).....$ 26.87 19.66

LABO0561-001 07/01/2025
Rates Fringes

LABORERS: 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 (CRITTENDEN, HENDERSON, UNION & WEBSTER COUNTIES)...$ 29.45 18.77

LABORERS: 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 (CRITTENDEN, HENDERSON, UNION & WEBSTER COUNTIES).....$ 28.85 18.77

LABORERS: GROUP 2 BATTER BOARD MAN (SANITARY & STORM SEWER); BRICKMASON TENDER; MORTAR MIXER OPERATOR; SCAFFOLD BUILDER; BURNER & WELDER; BUSHAMMER; 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 (CRITTENDEN, HENDERSON, UNION & WEBSTER COUNTIES).....$ 28.80 18.77

LABORERS: 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 (CRITTENDEN, HENDERSON, UNION & WEBSTER COUNTIES)...$ 28.55 18.77

PAIN0032-002 09/01/2024
Rates Fringes

PAINTERS: BRIDGES (BALLARD COUNTY).....$ 36.77 21.77
PAINTERS: ALL OTHER WORK (BALLARD COUNTY) SPRAY, BLAST, STEAM, HIGH & HAZARDOUS (INCLUDING LEAD ABATEMENT) AND ALL EPOXY - $1.00 PREMIUM.....$ 34.47 21.77

PAIN0118-003 06/01/2014
Rates Fringes

PAINTERS: SPRAY, SANDBLAST, POWER TOOLS, WATERBLAST & STEAM CLEANING (EDMONSON COUNTY).....$ 19.50 11.97
PAINTERS: BRUSH & ROLLER (EDMONSON COUNTY).....$ 18.50 11.97

PAIN0156-006 04/01/2024
Rates Fringes

PAINTERS: BRIDGES (DAVIESS, HANCOCK, HENDERSON, MCLEAN, OHIO, UNION & WEBSTER COUNTIES) (GROUP 4).....$ 35.00 20.30
PAINTERS: BRIDGES (DAVIESS, HANCOCK, HENDERSON, MCLEAN, OHIO, UNION & WEBSTER COUNTIES) (GROUP 3).....$ 31.77 20.30
PAINTERS: BRIDGES (DAVIESS, HANCOCK, HENDERSON, MCLEAN, OHIO, UNION & WEBSTER COUNTIES) (GROUP 1).....$ 30.77 20.30
PAINTERS: ALL OTHER WORK: (DAVIESS, HANCOCK, HENDERSON, MCLEAN, OHIO, UNION & WEBSTER COUNTIES) (GROUP 4).....$ 31.77 20.30
PAINTERS: ALL OTHER WORK: (DAVIESS, HANCOCK, HENDERSON, MCLEAN, OHIO, UNION & WEBSTER COUNTIES) (GROUP 3).....$ 30.62 20.30
PAINTERS: ALL OTHER WORK: (DAVIESS, HANCOCK, HENDERSON, MCLEAN, OHIO, UNION & WEBSTER COUNTIES) (GROUP 2).....$ 30.37 20.30
PAINTERS: ALL OTHER WORK: (DAVIESS, HANCOCK, HENDERSON, MCLEAN, OHIO, UNION & WEBSTER COUNTIES) (GROUP 1).....$ 29.62 20.30

PAIN0500-002 06/01/2025
Rates Fringes

PAINTERS: BRIDGES (CALDWELL, CALLOWAY, CARLISLE, CHRISTIAN, CRITTENDEN, FULTON, GRAVES, HICKMAN, HOPKINS, LIVINGSTON, LYON, MARSHALL, MCCRACKEN & TRIGG COUNTIES) WATERBLASTING UNITS WITH 3500 PSI AND ABOVE - $.50 PREMIUM SPRAYPAINTING AND ALL ABRASIVE BLASTING - $1.00 PREMIUM WORK 40 FT. AND ABOVE GROUND LEVEL - $1.00 PREMIUM.....$ 31.50 15.60

PAINTERS: ALL OTHER WORK (CALDWELL, CALLOWAY, CARLISLE, CHRISTIAN, CRITTENDEN, FULTON, GRAVES, HICKMAN, HOPKINS, LIVINGSTON, LYON, MARSHALL, MCCRACKEN & TRIGG COUNTIES) WATERBLASTING UNITS WITH 3500 PSI AND ABOVE - $.50 PREMIUM SPRAYPAINTING AND ALL ABRASIVE BLASTING - $1.00 PREMIUM WORK 40 FT. AND ABOVE GROUND LEVEL - $1.00 PREMIUM.....$ 25.25 15.60

PLUM0184-002 07/01/2025
Rates Fringes
PLUMBER; STEAMFITTER (BALLARD, CALDWELL, CALLOWAY, CARLISLE, CHRISTIAN, CRITTENDEN, FULTON, GRAVES, HICKMAN, LIVINGSTON, LYON, MARSHALL, MCCRACKEN AND TRIGG COUNTIES).....$ 44.26 20.28

PLUM0502-004 08/01/2024
Rates Fringes
PLUMBER; STEAMFITTER (ALLEN, BUTLER, EDMONSON, SIMPSON & WARREN).....$ 41.90 24.89

PLUM0633-002 08/01/2024
Rates Fringes
PLUMBER/PIPEFITTER (DAVIESS, HANCOCK, HENDERSON, HOPKINS, LOGAN, MCLEAN, MUHLENBERG, OHIO, TODD, UNION & WEBSTER COUNTIES:).....$ 38.41 22.26

TEAM0089-003 04/01/2025
Rates Fringes
TRUCK DRIVERS: ZONE 1: (ALLEN, BUTLER, EDMONSON, LOGAN, SIMPSON & WARREN COUNTIES) (Group 4).....$ 26.00 27.81
TRUCK DRIVERS: ZONE 1: (ALLEN, BUTLER, EDMONSON, LOGAN, SIMPSON & WARREN COUNTIES) (Group 3).....$ 26.98 27.81
TRUCK DRIVERS: ZONE 1: (ALLEN, BUTLER, EDMONSON, LOGAN, SIMPSON & WARREN COUNTIES) (Group 2).....$ 25.90 27.81
TRUCK DRIVERS: ZONE 1: (ALLEN, BUTLER, EDMONSON, LOGAN, SIMPSON & WARREN COUNTIES) (Group 1).....$ 25.72 27.81

TEAM0215-003 04/01/2025
Rates Fringes
TRUCK DRIVER 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 (DAVIESS, HANCOCK, HENDERSON, HOPKINS, MCLEAN, MUHLENBERG, OHIO & WEBSTER COUNTIES).....$ 27.66 27.81
TRUCK DRIVER 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 (DAVIESS, HANCOCK, HENDERSON, HOPKINS, MCLEAN, MUHLENBERG, OHIO & WEBSTER COUNTIES).....$ 27.65 27.81
TRUCK DRIVER GROUP 2 TRUCK MECHANIC (DAVIESS, HANCOCK, HENDERSON, HOPKINS, MCLEAN, MUHLENBERG, OHIO & WEBSTER COUNTIES).....$ 27.58 27.81
TRUCK DRIVER GROUP 1 GREASER, TIRE CHANGER (DAVIESS, HANCOCK, HENDERSON, HOPKINS, MCLEAN,

MUHLENBERG, OHIO & WEBSTER COUNTIES).....$ 27.35 27.81

TEAM0236-001 04/01/2025
Rates Fringes
TRUCK DRIVER GROUP 5 MIXER ALL TYPES (BALLARD,
CALDWELL, CALLOWAY, CARLISLE, CHRISTIAN,
CRITTENDEN, FULTON, GRAVES, HICKMAN, LIVINGSTON,
LYON, MARSHALL, MCCRACKEN,TODD & TRIGG COUNTIES)...$ 26.00 27.81
TRUCK DRIVER 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 (BALLARD,
CALDWELL, CALLOWAY, CARLISLE, CHRISTIAN,
CRITTENDEN, FULTON, GRAVES, HICKMAN, LIVINGSTON,
LYON, MARSHALL, MCCRACKEN,TODD & TRIGG COUNTIES)...$ 25.98 27.81
TRUCK DRIVER 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 (BALLARD, CALDWELL,
CALLOWAY, CARLISLE, CHRISTIAN, CRITTENDEN, FULTON,
GRAVES, HICKMAN, LIVINGSTON, LYON, MARSHALL,
MCCRACKEN,TODD & TRIGG COUNTIES).....$ 25.90 27.81
TRUCK DRIVER GROUP 2 TRUCK MECHANIC (BALLARD,
CALDWELL, CALLOWAY, CARLISLE, CHRISTIAN,
CRITTENDEN, FULTON, GRAVES, HICKMAN, LIVINGSTON,
LYON, MARSHALL, MCCRACKEN,TODD & TRIGG COUNTIES)...$ 25.90 27.81
TRUCK DRIVER GROUP 1 GREASER, TIRE CHANGER
(BALLARD, CALDWELL, CALLOWAY, CARLISLE, CHRISTIAN,
CRITTENDEN, FULTON, GRAVES, HICKMAN, LIVINGSTON,
LYON, MARSHALL, MCCRACKEN,TODD & TRIGG COUNTIES)...$ 25.72 27.81

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

Note: Executive Order 13658 generally applies to contracts subject
to the Davis-Bacon Act that were awarded on or between January 1,
2015 and January 29, 2022, and that have not been renewed or
extended on or after January 30, 2022. Executive Order 13658 does
not apply to contracts subject only to the Davis-Bacon Related Acts
regardless of when they were awarded. If a contract is subject to
Executive Order 13658, the contractor must pay all covered workers
at least $13.65 per hour (or the applicable wage rate listed on this

wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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 classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than
�SU�, �UAVG�, �SA�, or �SC� denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The �SU� identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may

include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

�SU� wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The �SA� identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the �SA� identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

 a) a survey underlying a wage determination
 b) an existing published wage determination
 c) an initial WHD letter setting forth a position on a wage determination matter
 d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.
==
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

PART IV

BID ITEMS

261139

PROPOSAL BID ITEMS

Report Date 11/18/26

261139

Section: 0001 - PAVING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	00003		CRUSHED STONE BASE	3,229.00	TON		$	
0020	00020		TRAFFIC BOUND BASE	21.00	TON		$	
0030	00078		CRUSHED AGGREGATE SIZE NO 2	5,169.00	TON		$	
0040	00100		ASPHALT SEAL AGGREGATE	75.00	TON		$	
0050	00103		ASPHALT SEAL COAT	8.90	TON		$	
0060	00190		LEVELING & WEDGING PG64-22	913.00	TON		$	
0070	00221		CL2 ASPH BASE 0.75D PG64-22	1,364.00	TON		$	
0080	00301		CL2 ASPH SURF 0.38D PG64-22	1,019.00	TON		$	
0090	02084		JPC PAVEMENT-8 IN	573.00	SQYD		$	
0100	02602		FABRIC-GEOTEXTILE CLASS 1	4,416.00	SQYD		$	
0110	02608		FABRIC-GEOTEXTILE CLASS 4A	4,416.00	SQYD		$	
0120	20071EC		JOINT ADHESIVE	4,912.00	LF		$	
0130	20550ND		SAWCUT PAVEMENT	3,582.00	LF		$	
0140	21289ED		LONGITUDINAL EDGE KEY	3,582.00	LF		$	
0150	24970EC		ASPHALT MATERIAL FOR TACK NON-TRACKING	5.90	TON		$	

Section: 0002 - ROADWAY

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0160	01000		PERFORATED PIPE-4 IN	1,428.00	LF		$	
0170	01010		NON-PERFORATED PIPE-4 IN	24.00	LF		$	
0180	01028		PERF PIPE HEADWALL TY 3-4 IN	2.00	EACH		$	
0190	01987		DELINEATOR FOR G/R BI DIRECTIONAL WHITE	8.00	EACH		$	
0200	02014		BARRICADE-TYPE III	2.00	EACH		$	
0210	02157		PAVED DITCH TYPE 1	1,290.00	SQYD		$	
0220	02159		TEMP DITCH	1,674.00	LF		$	
0230	02160		CLEAN TEMP DITCH	837.00	LF		$	
0240	02200		ROADWAY EXCAVATION	8,506.00	CUYD		$	
0250	02242		WATER	200.00	MGAL		$	
0260	02351		G/R-W BEAM-S FACE TL-3	437.50	LF		$	
0270	02360		G/R TERMINAL SECTION NO 1	1.00	EACH		$	
0280	02367		G/R END TREATMENT TYPE 1	2.00	EACH		$	
0290	02381		REMOVE G/R	350.00	LF		$	
0300	02429		RIGHT-OF-WAY MONUMENT TYPE 1	5.00	EACH		$	
0310	02432		WITNESS POST	3.00	EACH		$	
0320	02483		CHANNEL LINING CLASS II	250.00	TON		$	
0330	02545		CLEARING AND GRUBBING APPROX. 8.2 AC.	1.00	LS		$	
0340	02562		TEMPORARY SIGNS	138.00	SQFT		$	
0350	02585		EDGE KEY	93.00	LF		$	
0360	02607		FABRIC-GEOTEXTILE CLASS 2 FOR PIPE	2,418.00	SQYD	$2.00	$	$4,836.00
0370	02650		MAINTAIN & CONTROL TRAFFIC	1.00	LS		$	

261139

PROPOSAL BID ITEMS

Report Date 11/18/26

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0380	02671		PORTABLE CHANGEABLE MESSAGE SIGN	2.00	EACH		$	
0390	02676		MOBILIZATION FOR MILL & TEXT	1.00	LS		$	
0400	02697		EDGELINE RUMBLE STRIPS	6,272.00	LF		$	
0410	02701		TEMP SILT FENCE	1,674.00	LF		$	
0420	02703		SILT TRAP TYPE A	9.00	EACH		$	
0430	02704		SILT TRAP TYPE B	9.00	EACH		$	
0440	02705		SILT TRAP TYPE C	9.00	EACH		$	
0450	02706		CLEAN SILT TRAP TYPE A	9.00	EACH		$	
0460	02707		CLEAN SILT TRAP TYPE B	9.00	EACH		$	
0470	02708		CLEAN SILT TRAP TYPE C	9.00	EACH		$	
0480	02726		STAKING	1.00	LS		$	
0490	02775		ARROW PANEL	2.00	EACH		$	
0500	04933		TEMP SIGNAL 2 PHASE	2.00	EACH		$	
0510	05950		EROSION CONTROL BLANKET	901.00	SQYD		$	
0520	05952		TEMP MULCH	26,007.00	SQYD		$	
0530	05953		TEMP SEEDING AND PROTECTION	19,505.00	SQYD		$	
0540	05963		INITIAL FERTILIZER	2.70	TON		$	
0550	05964		MAINTENANCE FERTILIZER	1.40	TON		$	
0560	05985		SEEDING AND PROTECTION	25,652.00	SQYD		$	
0570	05992		AGRICULTURAL LIMESTONE	16.00	TON		$	
0580	06406		SBM ALUM SHEET SIGNS .080 IN	58.00	SQFT		$	
0590	06407		SBM ALUM SHEET SIGNS .125 IN	25.00	SQFT		$	
0600	06410		STEEL POST TYPE 1	129.00	LF		$	
0610	06511		PAVE STRIPING-TEMP PAINT-6 IN	13,142.00	LF		$	
0620	06515		PAVE STRIPING-PERM PAINT-6 IN	10,713.00	LF		$	
0630	06568		PAVE MARKING-THERMO STOP BAR-24IN	113.00	LF		$	
0640	06574		PAVE MARKING-THERMO CURV ARROW	5.00	EACH		$	
0650	10020NS		FUEL ADJUSTMENT	5,130.00	DOLL	$1.00	$	$5,130.00
0660	10030NS		ASPHALT ADJUSTMENT	12,886.00	DOLL	$1.00	$	$12,886.00
0670	20191ED		OBJECT MARKER TY 3	2.00	EACH		$	
0680	20458ES403		CENTERLINE RUMBLE STRIPS	2,988.00	LF		$	
0690	23010EN		PAVE MARK TEMP PAINT STOP BAR-24 IN	44.00	LF		$	
0700	24631EC		BARCODE SIGN INVENTORY	9.00	EACH		$	
0710	24814EC		PIPELINE INSPECTION	428.00	LF		$	

Section: 0003 - DRAINAGE

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0720	00441		ENTRANCE PIPE-18 IN	254.00	LF		$	
0730	00524		STORM SEWER PIPE-24 IN	494.00	LF		$	
0740	01451		S & F BOX INLET-OUTLET-24 IN	1.00	EACH		$	
0750	01490		DROP BOX INLET TYPE 1	1.00	EACH		$	

Section: 0004 - DEMOBILIZATION &/OR MOBILIZATION

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0760	02568		MOBILIZATION	1.00	LS		$	

PROPOSAL BID ITEMS

261139

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Report Date 11/18/26

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0770	**02569**		**DEMOBILIZATION**	**1.00**	**LS**		**$**	