



CALL NO. 102

CONTRACT ID. 261524

JEFFERSON COUNTY

FED/STATE PROJECT NUMBER HSIP 1501 (132)

DESCRIPTION BARDSTOWN RD. (US 31E)

WORK TYPE ASPHALT SURFACE WITH GRADE & DRAIN

PRIMARY COMPLETION DATE 7/31/2027

LETTING DATE: November 19,2026

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN STANDARD TIME November 19,2026. 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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PART I

SCOPE OF WORK

ADMINISTRATIVE DISTRICT - 05

CONTRACT ID - 261524
HSIP 1501 (132)
COUNTY - JEFFERSON
PCN - DE056031E2624
HSIP 1501 (132)

BARDSTOWN RD. (US 31E) ROADWAY RECONFIGURATION AND IMPLEMENTATION OF ACCESS MANAGEMENT
FEATURES ON US 31E, A DISTANCE OF 01.40 MILES.PAINTED PAVEMENT STRIPING SYP NO. 05-09047.00.
GEOGRAPHIC COORDINATES LATITUDE 38:08:02.00 LONGITUDE 85:34:46.00
ADT 33,390

COMPLETION DATE(S):
COMPLETED BY 07/31/2027 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.

Revised: 1/1/2025

FEDERAL CONTRACT NOTES

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

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

CIVIL RIGHTS ACT OF 1964

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

NOTICE TO ALL BIDDERS

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

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

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

SECOND TIER SUBCONTRACTS

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

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

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

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

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

DBE GOAL

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

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

OBLIGATION OF CONTRACTORS

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

FAILURE TO MEET GOOD FAITH REQUIREMENT

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

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

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

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

SANCTIONS FOR FAILURE TO MEET DBE REQUIREMENTS OF THE PROJECT

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

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

PROMPT PAYMENT

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

CONTRACTOR REPORTING

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

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

***** IMPORTANT *****

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

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

The prime contractor should notify the KYTC Office for Civil Rights and Small Business Development seven (7) days prior to DBE contractors commencing work on the project. The contact in this office is Mr. 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.

JPC RIDE QUALITY

The Department will apply JPC Ride Quality requirements on this project in accordance with Section 501.03.19(B).

FUEL AND ASPHALT PAY ADJUSTMENT

The Department has included the Contract items Asphalt Adjustment and Fuel Adjustment for possible future payments at an established Contract unit price of \$1.00. The Department will calculate actual adjustment quantities after work is completed. If existing Contract amount is insufficient to pay all items on the contract with the adjustments, the Department will establish additional monies with a change order.

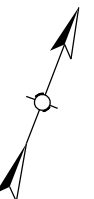
ASPHALT PAVEMENT RIDE QUALITY CATEGORY A

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.

JEFFERSON CO. US 31E ~m.p. 4.28
~LAT/LONG N 38.13292, W 85.57892
COUNT STATION 261 (NB)
STA 453+00



SITE LOCATION IS APPROXIMATE AND WILL BE DETERMINED IN THE FIELD AND APPROVED BY DIVISION OF PLANNING PERSONNEL PRIOR TO ANY CONSTRUCTION.

ALL LOOPS SHALL BE 6'X6' SQUARE AND SHALL BE INSTALLED 16' FROM LEADING EDGE TO LEADING EDGE AS SHOWN. PIEZOELECTRIC SENSORS (PIEZOS) SHALL BE INSTALLED 5' FROM THE EDGE OF THE CORRESPONDING DRIVING LANE. LOOPS AND PIEZOS SHALL BE INSTALLED SPLICE-FREE TO THE CABINET AND A MINIMUM OF 2' OF WIRE FOR EACH SENSOR SHALL BE COILED INSIDE EACH JUNCTION BOX AND EACH CABINET. ALL LOOPS AND PIEZOS SHALL BE LABELED IN ALL JUNCTION BOXES AND CABINET. DIVISION OF PLANNING PERSONNEL WILL CONNECT THE LOOPS AND PIEZOS INSIDE THE CABINET.

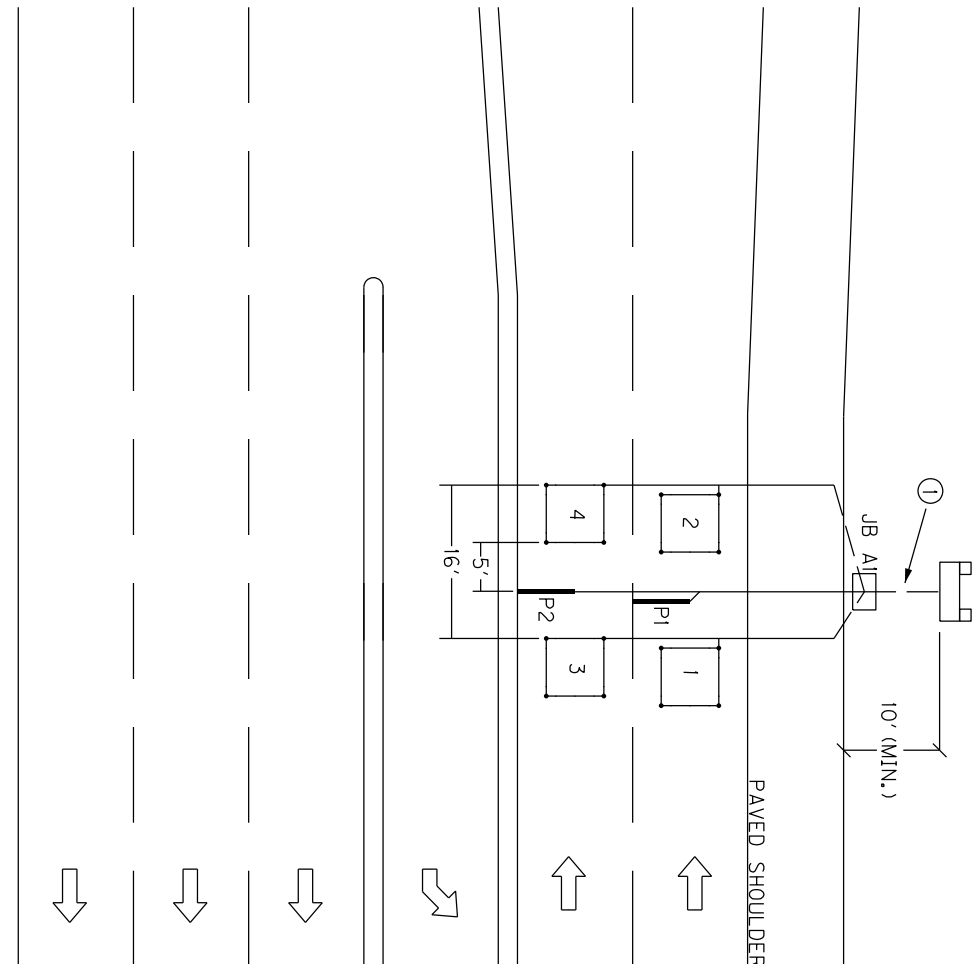
INSTALL ONE (1) 1/4" CONDUIT FROM EACH SAW SLOT TO NEAREST JUNCTION BOX.

INSTALL ONE (1) TYPE A JUNCTION BOX (JB A1)

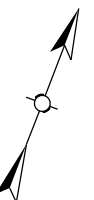
INSTALL ONE (1) 20"x20"x8" CABINET MOUNTED TO TWO (2) WOOD POSTS..

CODED NOTE:

- ① INSTALL ONE (1) 2" CONDUIT.



JEFFERSON CO. US 31E ~m.p. 4.33
~LAT/LONG N 38.13371, W 85.57931
COUNT STATION 261 (SB)
STA 450+00



SITE LOCATION IS APPROXIMATE AND WILL BE DETERMINED IN THE FIELD AND APPROVED BY DIVISION OF PLANNING PERSONNEL PRIOR TO ANY CONSTRUCTION.

ALL LOOPS SHALL BE 6'X6' SQUARE AND SHALL BE INSTALLED 16' FROM LEADING EDGE TO LEADING EDGE AS SHOWN. PIEZOELECTRIC SENSORS (PIEZOS) SHALL BE INSTALLED 5' FROM THE EDGE OF LOOPS WITH THE EDGE OF EACH PIEZO FLUSH WITH THE EDGE OF THE CORRESPONDING DRIVING LANE. LOOPS AND PIEZOS SHALL BE INSTALLED SPLICE-FREE TO THE CABINET AND A MINIMUM OF 2' OF WIRE FOR EACH SENSOR SHALL BE COILED INSIDE EACH JUNCTION BOX AND EACH CABINET. ALL LOOPS AND PIEZOS SHALL BE LABELED IN ALL JUNCTION BOXES AND CABINET. DIVISION OF PLANNING PERSONNEL WILL CONNECT THE LOOPS AND PIEZOS INSIDE THE CABINET.

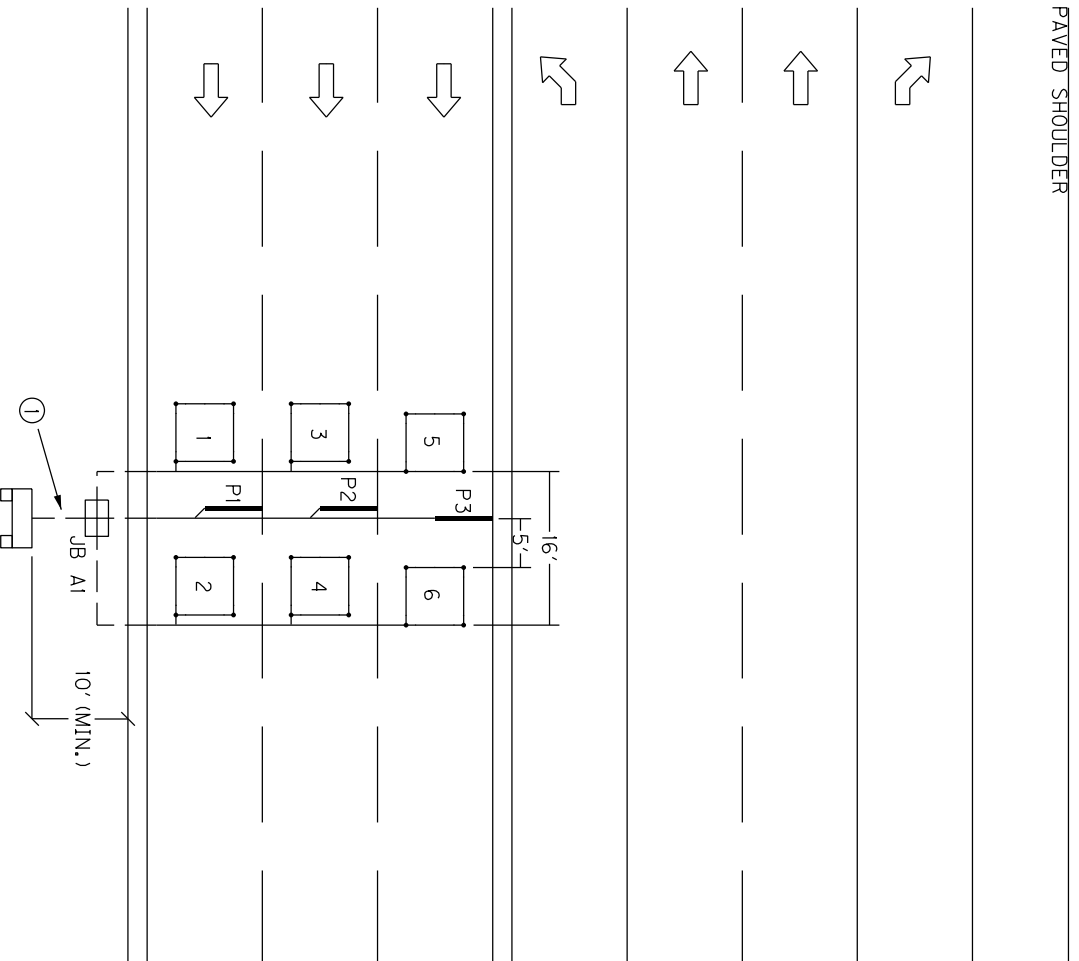
INSTALL ONE (1) 1/4" CONDUIT FROM EACH SAW SLOT TO NEAREST JUNCTION BOX.

INSTALL ONE (1) TYPE A JUNCTION BOX (JB A1)

INSTALL ONE (1) 20"x20"x8" CABINET MOUNTED TO TWO (2) WOOD POSTS..

CODED NOTE:

- ① INSTALL ONE (1) 2" CONDUIT.



Permanent Traffic Data Acquisition Station
Estimate Of Quantities

Revised February 2025

PERMANENT TRAFFIC DATA ACQUISITION STATIONS
ESTIMATE OF QUANTITIES

Bid Item Code	Description	Unit	Quantity
4793	CONDUIT 1 ¼ INCH	LIN FT	80
4795	CONDUIT 2 INCH	LIN FT	25
4811	ELECTRICAL JUNCTION BOX TYPE B	EACH	
4820	TRENCHING AND BACKFILLING	LIN FT	95
4821	OPEN CUT ROADWAY	LIN FT	
4829	PIEZOELECTRIC SENSOR	EACH	5
4830	LOOP WIRE	LIN FT	2400
4833	WIRE – NO. 8	LIN FT	
4834	WIRE – NO. 6	LIN FT	
4850	CABLE NO. 14/1 PAIR	LIN FT	
4871	POLE – 35’ WOODEN	EACH	
4895	LOOP SAW SLOT AND FILL	LIN FT	450
4899	ELECTRICAL SERVICE	EACH	
4960	REMOVE AND REPLACE SIDEWALK	SQYD	
20213EC	INSTALL PAD MOUNT ENCLOSURE	EACH	
20359NN	GALVANIZED STEEL CABINET	EACH	2
20360ES818	WOOD POST	EACH	4
20391NS835	ELECTRICAL JUNCTION BOX TYPE A	EACH	2
20392NS835	ELECTRICAL JUNCTION BOX TYPE C	EACH	
20468EC	ELECTRICAL JUNCTION BOX 10x8x4	EACH	
21543EN	BORE AND JACK CONDUIT – 2 INCH	LIN FT	
23206EC	INSTALL CONTROLLER CABINET	EACH	
24963ED	LOOP TEST	EACH	

MATERIAL, INSTALLATION, AND BID ITEM NOTES FOR PERMANENT TRAFFIC DATA ACQUISITION STATIONS

1. DESCRIPTION

Except as specified in these notes, all work shall consist of furnishing and installing all materials necessary for permanent data acquisition station equipment installation(s) and shall be performed in accordance with the current editions of:

- The Contract
- Division of Planning Standard Detail Sheets
- Kentucky Transportation Cabinet, Department of Highways, *Standard Specifications for Road and Bridge Construction*
- Kentucky Transportation Cabinet, Department of Highways, Standard Drawings
- National Fire Protection Association (NFPA) 70: *National Electrical Code*
- Institute of Electrical and Electronic Engineers (IEEE), *National Electrical Safety Code*
- Federal Highway Administration, *Manual on Uniform Traffic Control Devices*
- American Association of State Highway and Transportation Officials (AASHTO), *Roadside Design Guide*.
- Standards of the utility company serving the installation, if applicable

The permanent traffic data acquisition station layout(s) indicate the extent and general arrangement of the proposed installation and are for general guidance. Any omission or commission shown or implied shall not be cause for deviation from the intent of the plans and specifications. Information shown on the plans and in this proposal and the types and quantities of work listed are not to be taken as an accurate or complete evaluation of the material and conditions to be encountered during construction. The bidder must draw his own conclusion as to the conditions encountered. The Department of Highways (Department) does not give any guarantee as to the accuracy of the data and no claim will be considered for additional compensation if the conditions encountered are not in accordance with the information shown. If any modifications of the plans or specifications are considered necessary by the Contractor, details of such modifications and the reasons, therefore, shall be submitted in writing to the Engineer for written approval prior to beginning such modified work.

The Contractor shall contact all utility companies and the district utility agent prior to beginning construction to insure proper clearance and shielding from existing and proposed utilities. The Contractor shall use all possible care in excavating on this project so as not to disturb any existing utilities whether shown on the plans or not shown on the plans. Any utilities disturbed or damaged by the Contractor during construction shall be replaced or repaired to original condition by the Contractor at no cost to the department. If necessary, to avoid existing utilities, the Contractor shall hand dig areas where poles or conduit cross utilities.

Material, Installation, and Bid Item Notes for
Permanent Traffic Data Acquisition Stations

Revised February 2025

The Contractor shall be responsible for all damage to public and/or private property resulting from his work.

The Contractor shall inspect the project site prior to submitting a bid and shall be thoroughly familiarized with existing conditions. Submission of a bid will be considered an affirmation of this inspection having been completed. The Department will not honor any claims resulting from site conditions.

2. MATERIALS

All proposed materials shall be approved prior to being utilized. The Contractor shall submit for material approval an electronic file of descriptive literature, drawings and any requested design data for the proposed materials. After approval, no substitutions of any approved materials may be made without the written approval of the Engineer.

Materials requiring sampling shall be made available a sufficient time in advance of their use to allow for necessary testing.

2.1. Anchoring

2.1.1. Anchor and Anchor Rod

Anchor, except rock anchor, shall be expanding type, with a minimum area of 135 square inches.

Anchor rod shall be galvanized steel, double-eye, have a minimum diameter of 5/8 inches, and a minimum length of 84 inches. Minimum holding capacity shall be 15,400 lbs.

Rock anchor shall be galvanized steel, triple-eye, expanding type, with a minimum diameter of 3/4 inch, a minimum 53 inches long, and a minimum tensile strength of 23,000 lb.

2.1.2. Guy Wire and Guy Guard

Guy wire shall be Class A, Zinc-coated, 3/8 inch diameter, high strength grade steel (minimum 10,800 lb.) and galvanized per ASTM A475. Guy guard shall be 8' long, fully-rounded, yellow, and able to be securely attached to the guy wire.

2.1.3. Strandwise for Guy Wire

Strandwise for guy wire shall be 3/8 inch and rated to hold a minimum of 90% of the rated breaking strength (RBS) of the strand used.

2.2. Asphalt

Asphalt shall be a minimum CL2 Asph Surf 0.38B PG64-22 and conform to the *Standard Specifications for Road and Bridge Construction*.

2.3. Backer Rod

Backer rod shall be 1/2 inch diameter, closed cell polyethylene foam and shall meet or exceed the following physical properties:

- Density (average): 2.0 lbs/cu.ft. (minimum): ASTM D 1622 test method
- Tensile Strength: 50 PSI (minimum): ASTM D 1623 test method
- Compression Recovery: 90% (minimum): ASTM D 5249 test method
- Water Absorption: 0.03 gm/cc (maximum): ASTM C 1016 test method

2.4. Cabinets

2.4.1. Galvanized Steel Cabinet

Galvanized Steel Cabinet shall be constructed of 16 or 14 gauge galvanized steel and shall meet or exceed the industry standards set forth by UL 50 and NEMA 3R. The finish shall be an ANSI 61 gray polyester powder finish inside and out over the galvanized steel. Cabinet shall have minimum inside dimensions of 20 inches high by 20 inches wide by 8 inches deep.

The cabinet shall be equipped with the following:

- Drip shield top
- Seam-free sides, front, and back, to provide protection in outdoor installations against rain, sleet, and snow
- Hinged cover with 16 gauge galvanized steel continuous stainless steel pin.
- Cover fastened with captive plated steel screws, knob or latch
- Hasp and staple for padlocking
- No gaskets or knockouts
- Back panel for terminal block installation
- Post mounting hardware
- Terminal Blocks

2.4.2. Anchor Bolt for Pad Mounted Cabinet

Anchor bolt for pad mounted cabinet shall be galvanized steel with minimum dimensions of 3/8 inch by 6 inches.

2.5. Concrete

Concrete shall be Class A and conform to the *Standard Specifications for Road and Bridge Construction*.

2.6. Conduit and Conduit Fittings

Conduit and conduit fittings shall be rigid steel unless otherwise specified.

Conduit shall be zinc galvanized inside and out and conform to the NEC, UL Standard 6, and ANSI C-80.1.

Rigid Steel Conduit Fittings shall be galvanized inside and out and conform to the NEC, UL Standard 514B, and ANSI C-80.4. Intermediate Metal Conduit (IMC) will not be approved as an acceptable alternative to rigid steel conduit.

2.7. Conduit sealant

Conduit sealant shall be weather-, mold-, and mildew-resistant and chemically resistant to gasoline, oil, dilute acids and bases. Conduit sealant shall be closed cell type and shall meet or exceed the following properties:

- | | |
|------------------------------------|--------------------------|
| • Cure Time | 20 minutes max. |
| • Density | 64.4 kg/m3; 6 lbs/ft3 |
| • Compressive Strength (ASTM 1691) | 13.8 MPa; 330 or 300 psi |

- Tensile Strength (ASTM 1623) 15.9 MPa; 270 or 250 psi
- Flexural Strength (ASTM D790) 14.5 MPa; 460 or 450 psi
- Service Temperature -20 to 200 F

2.8. Electrical Service Meter Base

Electrical service meter base shall meet or exceed all requirements of the National Electrical Code and the local utility providing the electrical service.

2.9. Electrical Service Disconnect

Electrical service disconnect shall meet or exceed all requirements of the National Electrical Code and the local utility providing the electrical service.

2.10. Flashing Arrow

Flashing Arrow shall conform to the *Standard Specifications for Road and Bridge Construction*.

2.11. Ground Fault Circuit Interrupter (GFCI) Receptacle

Ground Fault Circuit Interrupter Receptacle shall be 2-pole, 3-wire, 20 Amp, 125 Volt, 60 Hz, NEMA 5-20R configuration and meet or exceed the following standards and certifications:

- NEMA WD-1 and WD-6
- UL 498 and 943
- NOM 057
- ANSI C-73

This item shall include a UL listed, 4 inch x4 inch x 2¹/₈ inch box with ³/₄ inch side and end knockouts and a 1½ inches deep, single-receptacle cover to house the GFCI receptacle. Box and cover shall be hot rolled, galvanized steel with a minimum thickness of 0.62 inches.

2.12. Grounding

2.12.1. Ground Rod

Ground Rod shall be composite shaft consisting of a pure copper exterior (5 mil minimum) that has been inseparably molten welded to a steel core. Ground Rod shall have a minimum diameter of 5/8 inch, a minimum length of 8 feet and shall be manufactured for the sole purpose of providing electrical grounding.

2.12.2. Ground Rod Clamp

Ground rod shall be equipped with a one piece cast copper or bronze body with a non-ferrous hexagonal head set screw and designed to accommodate a 10 AWG solid through 2 AWG stranded grounding conductor.

2.13. Grout

2.13.1. Grout for Inductive Loop Installation

Grout for inductive loop installation shall be non-shrink, shall meet the requirements of the *Standard Specifications for Road and Bridge Construction*,

and shall be included on the KYTC Division of Materials, *List of Approved Materials*.

2.13.2. Grout for Piezoelectric Sensor Installation

Grout for piezoelectric sensor installation shall be per the piezoelectric sensor manufacturer's recommendation. Grout shall be suitable for installation in both asphalt and Portland cement pavements. Grout shall have a short curing time (tack free in ten minutes; open to traffic in forty minutes; and fully cured within sixty minutes) to prevent unnecessary lane closure time and should be of sufficient consistency to prevent running when applied on road surfaces with a drainage cross slope. Particulate matter within the grout shall not separate or settle and the grout shall not shrink during the curing process.

2.14. Hardware

Except where specified otherwise, all hardware such as nuts, bolts, washers, threaded ends of fastening devices, etc. with a diameter less than 5/8 inch shall be passivated stainless steel, alloy type 316 or type 304. Stainless steel hardware shall meet ASTM F593 and F594 for corrosion resistance. All other nuts and bolts shall meet ASTM A307 and shall be galvanized.

2.14.1. Conduit Strap

Conduit strap shall be double-hole, stainless steel, and sized to support specified conduit. Conduit strap shall attach to wood pole or post with two 2 1/4 inch wood screws.

2.14.2. Mounting Strap for Pole Mount Cabinet

Mounting strap for pole mount cabinet shall be 3/4 inch x 0.03 inch stainless steel; equipped with clips or buckles to securely hold strap.

2.14.3. Metal Framing Channel and Fittings

Metal framing channel shall be 1 5/8 inches wide galvanized steel that conforms to ASTM A1011 and ASTM A653. One side of the channel shall have a continuous slot with in-turned edges to accommodate toothed fittings.

Fittings shall be punch pressed from steel plates and conform to ASTM A575 and the physical requirements of ASTM A1011.

2.15. Junction Box

2.15.1. Junction Box Type A, B, or C

Junction Box Type A, B, or C shall meet or exceed ANSI/SCTE 77-2007, Tier 15. Box shall have an open bottom. A removable, non-slip cover marked "PLANNING" shall be equipped with a lifting slot and attached with a minimum of two 3/8 inch stainless steel hex bolts and washers. Type A Box shall have nominal inside dimensions of 13 inches wide by 24 inches long by 18 inches deep. Type B Box shall have nominal inside dimensions of 11 inches wide by 18 inches long by 12

inches deep. Type C Box shall have nominal inside dimensions of 24 inches wide by 36 inches long by 30 inches deep.

2.15.2. Aggregate for Junction Box Type A, B, or C

Aggregate for junction box type A, B, or C shall be gradation size no. 57 and conform to the *Standard Specifications for Road and Bridge Construction*.

2.15.3. Junction Box 10x8x4

Junction Box Type 10x8x4 shall be constructed of a UV-stabilized, nonmetallic material or non-rusting metal and be weatherproof in accordance with NEMA 4X. Box shall be equipped with an overhanging door with a continuous durable weatherproof gasket between the body and door. Door shall be hinged with screws, hinge(s) and pin(s) and shall be equipped with a padlockable latch on the side opposite the hinge(s). Junction Box 10x8x4 shall have minimum inside dimensions of 10 inches high by 8 inches wide by 4 inches deep.

2.16. Maintain and Control Traffic

Materials for the bid item Maintain and Control Traffic shall conform to the *Standard Specifications for Road and Bridge Construction*, and the KYTC Department of Highways *Standard Drawings*.

2.17. Piezoelectric Sensor

Piezoelectric sensor (piezo) shall provide a consistent level voltage output signal when a vehicle axle passes over it, shall have a shielded transmission cable attached, and shall meet the following requirements:

- Dimensions: such that sensor will fit in a ¾ inch wide by 1 inch deep saw cut. Total length shall be 6 feet unless specified otherwise.
- Output uniformity: ± 7% (maximum)
- Typical output level range: 250mV (minimum) from a wheel load of 400 lbs.
- Working temperature range: -40° to 160° F.
- Sensor life: 30 million Equivalent Single Axle Loadings (minimum)

Shielded transmission cable shall be coaxial and shall meet the following requirements:

- RG 58C/U with a high density polyethylene outer jacket rated for direct burial
- Length shall be a minimum of 100 feet. Installations may exceed 100 feet so the piezo shall be supplied with a lead-in of appropriate length so that the cable can be installed splice-free from the piezo to the cabinet.
- Soldered, water resistant connection to the sensor.

One installation bracket for every 6 inches of sensor length shall also be supplied. Piezo shall be a RoadTrax BL Class I or approved equal.

2.18. Saw Slot Sealant

Saw Slot Sealant shall be non-shrink, non-stringing, moisture cure, polyurethane

encapsulant suitable for use in both asphalt and concrete pavements. It shall provide a void-free encapsulation for detector loop cables and adequate compressive yield strength and flexibility to withstand heavy vehicular traffic and normal pavement movement.

The cured encapsulant shall meet or exceed the following:

- Hardness (Indentation): 35-65 Shore A, ASTM D2240
- Tensile Strength: 150 psi minimum, ASTM D412
- Elongation: 125% minimum 2 inch/minute pull, ASTM D412
- Tack-free Drying Time: 24 hours maximum, ASTM C679
- Complete Drying Time: 30 hours maximum, KM 64-447
- Chemical Interactions (seven day cure at room temperature, 24-hour immersion, KM 64-446):
 - Motor Oil: No effect
 - Deicing Chemicals: No effect
 - Gasoline: Slight swell
 - Hydraulic Brake Fluid: No effect
 - Calcium Chloride (5%): No effect

2.19. Seeding and Protection

Material for Seeding and Protection shall be Seed Mixture Type I and conform to the *Standard Specifications for Road and Bridge Construction*.

2.20. Signs

Materials for signs shall conform to the *Standard Specifications for Road and Bridge Construction*.

2.21. Splicing Materials

2.21.1. Electrical Tape

Electrical tape shall be a premium grade, UL-listed, all-weather, vinyl-insulating tape with a minimum thickness of 7 mil. Tape shall be flame retardant and resistant to abrasion, moisture, alkalis, acids, corrosion, and weather (including ultraviolet exposure).

2.21.2. Splice Kit

Splice kit shall be inline resin-type and rated for a minimum of 600V. Resin shall be electrical insulating-type and shall provide complete moisture and insulation resistance.

2.22. Steel Reinforcing Bar

Steel reinforcing bar shall be #5 and shall conform to the *Standard Specifications for Road and Bridge Construction*.

2.23. Terminal Block

Terminal block shall be rated for a minimum of 300 V and have a minimum of six

terminal pairs with 9/16-inch nominal spacing (center to center) for connecting loop and piezoelectric sensor wires to cable assemblies. Terminal block shall have screw type terminal strips to accommodate wire with spade-tongue ends.

2.24. Warning Tape

Warning tape shall be acid and alkali resistant formulated for direct burial. Tape shall be a minimum of 3 inches wide by 4.0 mils (nominal) thick, and shall be permanently imprinted with a minimum 1 inch black legend on a red background warning of an electric line. Tape shall meet or exceed the following industry specifications:

- American Gas Association (AGA) 72-D-56
- American Petroleum Institute (API) RP 1109
- American Public Works Association (APWA) Uniform Color Code
- Department of Transportation (DOT) Office of Pipeline Safety USAS B31.8
- Federal Gas Safety Regulations S 192-321 (e)
- General Services Administration (GSA) Public Buildings Service Guide: PBS 4-1501, Amendment 2
- National Transportation Safety Board (NTSB) PSS 73-1
- Occupational Safety and Health Administration (OSHA) 1926.956 (c) (1)

2.25. Wire and Cable

All cable and wire shall be plainly marked in accordance with the National Electrical Code (NEC).

2.25.1. Loop Wire

Loop wire shall be 14 AWG, stranded, copper, single conductor, and shall conform to the International Municipal Signal Association (IMSA) Specification No. 51-7.

2.25.2. Cable No. 14/1 Pair

Cable No. 14/1 pair loop lead-in cable shall be 14 AWG, stranded, copper paired, electrically shielded conductors, and shall conform to IMSA 19-2.

2.25.3. Grounding conductor

Grounding conductor and bonding jumper shall be solid or stranded, 4 AWG bare copper.

2.25.4. Service Entrance Conductor

Service entrance conductor shall be stranded, copper, Type USE-2, sized as required to comply with the NEC.

2.25.5. Terminal for electrical wire or cable

Terminal for electrical wires or cables shall be insulated, solderless, spade tongue terminals of correct wire and stud size. Terminal for electrical wires or cables shall be incidental to the wire or cable (including piezoelectric sensor transmission cable) to be connected to terminal strips.

2.26. Wood Post

Wood post shall be Southern Pine pretreated to conform to the American Wood Preservers' Association (AWPA) C-14 or UC4B and shall have minimum dimensions of 4 inches by 4 inches by 8 feet long (for Galvanized Steel Cabinet) or 4 feet long (for Junction Box 10x8x4), sawed on all four sides with both ends square.

2.27. Wooden Pole

Wooden pole shall be a Class IV wood pole of the length specified and shall conform to the *Standard Specifications for Road and Bridge Construction* except the pole shall be treated in accordance with AWPA P9 Type A.

3. CONSTRUCTION METHODS

The plans indicate the extent and general arrangement of the installation and are for guidance. When the Contractor deems any modifications to the plans or specifications necessary, details of such changes and the reasons shall be submitted in writing to the engineer for written approval prior to beginning the modified work.

After the project has been let and awarded, the Division of Construction shall notify the Division of Planning of the scheduled date for a Pre-Construction meeting so that prior arrangements can be made to attend. This will allow the Division of Planning an opportunity to address any concerns and answer any questions that the Contractor may have before beginning the work.

The Division of Planning Equipment Management Team (502-564-7183) shall be notified a minimum of seven days before any work pertaining to these specifications begins to allow their personnel the option to be present during installation.

Unless otherwise specified, installed materials shall be new.

Construction involving the installation of loops or piezoelectric sensors shall not be performed when the temperature of the pavement is less than 38°F.

A final inspection will be performed by a member of the Central Office Division of Planning equipment staff after the installation is complete to verify that the installation is in compliance with the plans and specifications.

Any required corrective work shall be performed per the *Standard Specifications for Road and Bridge Construction*.

3.1. Anchoring

Furnish: Anchor, anchor rod, guy wire, strand vise, guy guard.

Anchor shall be installed in relatively dry and solid soil. Rock anchor shall be installed in solid rock. Excavate the hole at a 45° to 60° angle in line with the guy (hole size shall be slightly larger than the expanded anchor – see manufacturer's recommendation). Attach rod to anchor, install assembly into hole, and expand anchor. Backfill and tamp entire disturbed area. The effectiveness of the anchor is dependent upon the thoroughness of backfill tamping. Attach guy to strand vise on pole and anchor rod and tighten to required tension. Install guy guard on guy.

3.2. Bore and Jack Pipe – 2"

Furnish: Steel Encasement Pipe, 2"

Bore and jack pipe – 2" shall conform to the Section 706 of the *Standard Specifications for Road and Bridge Construction*.

3.3. Cleanup and Restoration

Furnish: Seed Mix Type 1 (as required); fertilizer (as required); agricultural limestone (as required); mulch or hydromulch (as required); tackifier (as required).

The Contractor shall be responsible for repairing any damage to public and/or private property resulting from his work. Upon completion of the work, restore all disturbed highway features in like kind design and materials. This shall include filling any ruts and leveling ground appropriately. Contractor shall dispose of all waste and debris off the project. Sow all disturbed earthen areas with Seed Mix Type 1 per Section 212 of the *Standard Specifications for Road and Bridge Construction*. All materials and labor necessary for cleanup and restoration shall be considered incidental to other bid items.

3.4. Conduit

Furnish: Conduit; conduit fittings; bushings (grounding where required); LB condulets (as required); weatherheads (as required); conduit straps; hardware; conduit sealant.

Conduit that may be subject to regular pressure from traffic shall be laid to a minimum depth of 24 inches below grade. Conduit that will not be subject to regular pressure from traffic shall be laid to a minimum depth of 18 inches below grade.

Conduit ends shall be reamed to remove burrs and sharp edges. Cuts shall be square and true so that the ends will butt together for the full circumference of the conduit. Tighten couplings until the ends of the conduit are brought together. Do not leave exposed threads. Damaged portions of the galvanized surfaces and untreated threads resulting from field cuts shall be painted with an Engineer-approved, rust inhibitive paint. Conduit bends shall have a radius of no less than 12 times the nominal diameter of the conduit, unless otherwise shown on the plans.

Contractor shall install a bushing (grounding bushing where required) on both ends of all conduits. Cap spare conduits on both ends with caps or conduit sealant.

Conduit openings in junction boxes and cabinets shall be waterproofed with a flexible, removable conduit sealant, working it around the wires, and extending it a minimum 1 inch into the end of the conduit.

After the conduit has been installed and prior to backfilling, the conduit installation shall be inspected and approved by the Engineer.

3.5. Electrical Service

Furnish: Meter base, service disconnect, wire, GFCI AC duplex receptacle with box and cover; conduit, conduit fittings, bushings (grounding where required); LB condulets (as required); weatherhead; conduit straps; hardware; conduit sealant; ground rod with clamp; grounding conductor.

Prior to any construction, the Contractor shall initiate a work order with the local power

company for the installation of electrical service to the site. A representative from the Division of Planning and the local power company shall be consulted prior to choosing an exact location for the pole. The Contractor shall clear the right-of-way for the electrical service drop.

Contractor shall obtain electrical inspections, memberships, meter base, service disconnect and any other requirements by the utility serving the installation and pay all fees as required.

Install meter-base and disconnect panel with a 30-ampere, fused, circuit breaker inside. Install a manufactured weatherproof hub connector to connect the conduit to the top of the meter base and service disconnect.

Install a rigid $\frac{3}{4}$ inch conduit with three 8 AWG service conductors from the cabinet, through the service disconnect to the meter base and a $1\frac{1}{4}$ " conduit with three 8 AWG service conductors from the meter base to a weatherhead two feet from the top of the electrical service pole. Install conduit straps 30 inches on center and provide a drip loop where the wire enters the weatherhead. Splice electric drop with service entrance conductors at the top of the pole.

The limit of conduit incidental to "Install Electrical Service" for a pad mounted cabinet is 24 inches beyond face of service pole.

Install a 120-volt, 20-amp GFCI AC duplex receptacle with box and cover in the automatic data recorder (ADR) cabinet.

Install a ground rod with clamp. Install a grounding conductor wire from the meter base, through the disconnect panel, to the ground rod clamp. Install grounding conductor in $1\frac{3}{4}$ " conduit from service disconnect to ground rod.

After completing the installation and before the electrical service is connected, obtain a certificate of compliance from the Kentucky Department of Housing, Buildings and Construction, Electrical Inspection Division.

3.6. Flashing Arrow

Furnish: Arrow Panel

Construction of Flashing Arrow shall conform to the *Standard Specifications for Road and Bridge Construction*.

3.7. Galvanized Steel Cabinet

Furnish: Cabinet; wood posts; concrete; conduit fittings; metal framing channel; pipe clamp; terminal block(s); spade tongue wire terminals; wire labels; hardware.

Where right-of-way allows, locate the cabinet such that it is outside the clear zone in accordance with the *Roadside Design Guide*. Install Cabinet such that the door of the

cabinet faces the roadway.

Excavate as required and install wood posts to a depth of 36 inches and place concrete around posts as shown on the standard detail sheets. Install metal framing channel with pipe clamp between posts.

Install Cabinet on wood posts 38 inches above the finished grade as shown on the standard detail sheets. Install a unistrut between posts when two posts are specified.

Install the required number of terminal blocks on the cabinet back plate. Install a spade tongue terminal on each loop and piezo sensor wire entering the cabinet and connect wires to terminal block(s). Wiring shall be neat and orderly. Label all wires and cables inside cabinet.

Install conduit from ground to cabinet and attach to pipe clamp. Install locknuts to attach conduit to cabinet and install a conduit bushing as shown on the standard detail sheets.

3.8. Grounding

Furnish: Ground rod with clamp; grounding conductor.

At sites with electrical or solar service, all conduits, poles, and cabinets shall be bonded to ground rods and the electrical system ground to form a complete grounded system.

Install such that top of ground rod is a minimum of 3 inches below finished grade.

Grounding systems shall have a maximum 25 ohms resistance to ground. If the resistance to ground is greater than 25 ohms, two or more ground rods connected in parallel shall be installed. Adjacent ground rods shall be separated by a minimum of 6 feet.

3.9. Install Pad Mount Enclosure

Furnish: Concrete; anchor bolts with washers and nuts; conduit; conduit fittings; conduit grounding bushings; ground rod with clamp; grounding conductor; conduit sealant; wooden stakes (where required); wire labels; hardware.

The Contractor shall be responsible for securing the enclosure from the Central Office Division of Planning Warehouse in Frankfort and transporting it to the installation site.

Where right-of-way allows, locate the enclosure such that it is outside the clear zone in accordance with the *Roadside Design Guide*.

Excavate as required, and place concrete to construct the enclosure foundation as specified on the standard detail sheets. Install enclosure on the concrete base such that the door(s) of the enclosure opens away from traffic (hinges away from traffic). Install anchor bolts, washers, and nuts to secure the enclosure to the foundation.

Install ground rod with clamp and install one $\frac{3}{4}$ inch rigid conduit from enclosure base to

ground rod. Install a grounding conductor from ground rod to enclosure base and bond to each conduit bushing in the base.

Install one $\frac{3}{4}$ inch rigid steel conduit for electrical service from the base of the enclosure to 24 inches beyond the concrete base. Make all field wiring connections to the electrical service, as applicable.

If electrical service is not provided as a bid item in the contract, plug conduit on both ends with a cap, conduit sealant, or electrical tape. Mark the location of the buried conduit end with a wooden stake labeled "3/4 in. conduit."

Install specified rigid steel conduit(s) into the base of the enclosure for sensor wire entry. Install one spare 2-inch conduit from the enclosure base to 2 feet beyond the concrete base. Plug spare conduit on both ends with a cap, conduit sealant or electrical tape.

The limit of all conduits incidental to "Install Pad Mount Enclosure" is 24 inches beyond the edge of the concrete base.

Wiring in enclosure shall be neat and orderly. Label all wires and cables inside enclosure. KYTC personnel will furnish and install terminal blocks and connect sensors to terminal blocks.

3.10. Install Controller Cabinet

Furnish: Mounting brackets; mounting straps; conduit; LB condulets; conduit fittings; conduit grounding bushings; ground rod with clamp; grounding conductor; cable staples; conduit sealant; wooden stakes (where required); wire labels; hardware.

The Contractor shall be responsible for securing the cabinet from the Central Office Division of Planning Warehouse in Frankfort and transporting it to the installation site. Any existing holes in the cabinet not to be reused shall be covered or plugged to meet NEC requirements.

Install mounting brackets and secure cabinet to pole with mounting straps.

Install a ground rod with clamp. Install grounding conductor in 1- $\frac{3}{4}$ " conduit from cabinet to ground rod.

Install one $\frac{3}{4}$ inch rigid steel conduit with two lb. condulets from cabinet to electrical service disconnect box. Make all field wiring connections to the electrical service, as applicable.

If electrical service is not provided as a bid item in the contract, plug conduit on both ends with cap, plumbers putty, conduit sealant, or electrical tape. Mark the location of the buried conduit end with a wooden stake labeled "3/4 in. conduit".

Install specified rigid steel conduit(s) and type LB conduit(s) into the bottom of the

cabinet for sensor wire entry. The limit of conduits incidental to “Install Controller Cabinet” is 24 inches beyond the face of the pole.

Wiring in cabinet shall be neat and orderly. Label all wires and cables inside cabinet. KYTC personnel will furnish and install terminal blocks and connect sensors to terminal blocks.

3.11. Junction Box Type 10x8x4

Furnish: Junction box; wood post; conduit fittings; wire labels; hardware.

Where right-of-way allows, locate the junction box such that it is outside the clear zone in accordance with the Roadside Design Guide.

Excavate as required and install wood post(s) to a depth of 18 inches. Install junction box on wood post such that the bottom of the box is 18 inches above the finished grade as shown on the standard detail sheets. Box shall be installed with four (4) 2½ inch wood screws and washers.

Install locknuts to attach conduit to junction box and install a conduit bushing as shown on the standard detail sheets.

Wiring inside box shall be neat and orderly. Label all wires and cables inside box.

3.12. Junction Box Type A, B, or C

Furnish: Junction box, No. 57 aggregate; grounding conductor

Excavate as required and place approximately 12 inches of No. 57 aggregate beneath the proposed junction box to allow for drainage. Install specified junction box type A, B, or C near the edge of pavement, flush with finished grade per the detail sheets. Where required, orient the box so that the dimensions comply with the National Electrical Code. Stub conduits with grounding bushings into junction box at its base to accommodate wires and connect grounding conductor to all grounding bushings. Backfill to existing grade, and restore disturbed area to the satisfaction of the Engineer.

Wiring inside box shall be neat and orderly. Label all wires and cables inside box.

3.13. Loops - Proposed

Furnish: Wire; saw slot sealant; backer rod; grout; conduit sealant.

The plans and notes specify the approximate location for loop installations. Prior to sawing slots or drilling cores, the Contractor shall meet with a representative of the Division of Planning to verify the precise layout locations on site. Avoid expansion joints and pavement sections where potholes, cracks, or other roadway flaws exist.

Upon completion of this meeting, the Contractor shall measure out and mark the proposed loop locations with spray paint or chalk such that the saw slots will be parallel

and perpendicular to the direction of traffic. Marked lines shall be straight and exact to the locations determined and sized as shown on the plans. Unless indicated otherwise, loops shall be 6 feet by 6 feet square and loops in the same lane shall be spaced 16 feet from leading edge to leading edge.

On resurfacing, rehabilitation, and new construction projects that include new asphalt pavement, the Contractor shall install loops prior to laying the final surface course. On projects with milling and texturing, the Contractor may install the loops prior to or after the milling operation; however, if installed prior to milling, the Contractor shall be responsible for ensuring that the loops are installed at a depth such that the milling operation will not disturb the newly installed loops. The Contractor shall correct damage caused by the milling operations to newly installed loops prior to placement of the final surface course at no additional cost to the Cabinet.

For projects that include the installation of new asphalt and piezoelectric sensors, the Contractor shall mark or otherwise reference all loops installed prior to the final surface course such that the loops can be accurately located when the piezoelectric sensors are installed after placement of the final surface course.

For projects that do not have asphalt surfacing, the Contractor shall install the loops in the surface of the pavement.

The Prime Contractor shall coordinate the installation of loops with the electrical sub-Contractor and the Engineer to ensure correct operation of the completed installation.

The following is a typical step by step procedure for the installation of a loop.

- Carefully mark the slot to be cut, perpendicular to the flow of traffic and centered in the lane.
- Make each saw-cut 3/8-inch wide and at a depth such that the top of the backer rod is a minimum of 2 inches below the surface of rigid (PCC/Concrete) pavement or 4 inches below the surface of asphalt pavement.
- Drill a 1½ inch core hole at each corner and use a chisel to smooth corners to prevent sharp bends in the wire.
- Clean ALL foreign and loose matter out of the slots and drilled cores and within 1 foot on all sides of the slots using a high-pressure washer.
- Completely dry the slots and drilled cores and within 1 foot on all sides of the slots using oil-free forced air, torpedo heaters, electric heaters, or natural evaporation, depending on weather conditions. Be very careful not to burn the asphalt if heat is used.
- Measure 9-12 inches from the edge of the paved surface (shoulder break or face of curb) and drill a 1½ inch hole on a 45° angle to the conduit adjacent to the roadway.
- Closely inspect all cuts, cores, and slots for jagged edges or protrusions prior to the placement of the wire. All jagged edges and protrusions shall be ground or re-cut and cleaned again.

- Place the loop wire splice-free from the termination point (cabinet or junction box) to the loop, continue around the loop for four turns, and return to the termination point.
- Push the wire into the saw slot with a blunt object such as a wooden stick. Make sure that the loop wire is pushed fully to the bottom of the saw slot.
- Install conduit sealant to a minimum of 1" deep into the cored 1½ inch hole.
- Apply loop sealant from the bottom up and fully encapsulate the loop wires in the saw slot. The wire should not be able to move when the sealant has set.
- Cover the encapsulated loop wire with a continuous layer of backer rod along the entire loop and home run saw slots such that no voids are present between the loop sealant and backer rod.
- Finish filling the saw cut with non-shrinkable grout per manufacturer's instructions. Alleviate all air pockets and refill low spaces. There shall be no concave portion to the grout in the saw slot. Any excess grout shall be cleaned from the roadway to alleviate tracking.
- Clean up the site and dispose of all waste off the project.
- Ensure that the grout has completely cured prior to subjecting the loop to traffic. Curing time varies with temperature and humidity.

Exceptions to installing loop wire splice-free to the junction box or cabinet may be considered on a case-by-case basis and must be pre-approved by the Engineer. If splices are allowed, they shall be located in a junction box and shall conform to the construction note for Splicing.

If loop lead-in cable (Cable No. 14/1 Pair) is specified, cable shall be installed splice free to the cabinet ensuring that extra cable is left in each junction box or cabinet. All wires and cables shall be labeled in each junction box and cabinet.

Loop inductance readings shall be between 100 and 300 microhenries. The difference of the loop inductance between two loops in the same lane shall be ± 20 microhenries. Inductance loop conductors shall test free of shorts and grounds. Upon completion of the project, all loops must pass an insulation resistance test of a minimum of 100 million ohms to ground when tested with a 500 Volt direct current potential in a reasonably dry atmosphere between conductors and ground.

3.14. Loop Test

When noted on a data collection station layout sheet that there are existing inductive loops within the limits of the project, notify the Engineer in writing, a minimum of 14 calendar days prior to beginning milling operations. After milling and prior to placing asphalt inlay, conduct an operating test on the existing inductance loops at the control cabinet in the presence of the Engineer to determine if the inductance loop conductors have an insulating resistance of a minimum of 100 megohms when tested with a 500-volt direct current potential in a reasonably dry atmosphere between conductors and ground. The Department may also conduct its own tests with its own equipment.

If the tests indicate the loop resistances are above the specified limit and the Engineer determines the system is operable, proceed with the asphalt inlay. If the test indicates the loop resistance is not within the specified limits or if the Engineer determines the system is otherwise not operable, prior to placing the asphalt inlay install and test new loop detectors according to the station layout, notes, and Detail Drawings.

The Engineer will contact and maintain liaison with the District Planning Engineer and the Division of Planning in order to coordinate any necessary work.

3.15. Maintain and Control Traffic

Furnish (all as required): Drums, traffic cones, barricades used for channelization purposes, delineators, and object markers.

Maintain and Control Traffic shall conform to the plans, the Standard Specifications for Road and Bridge Construction, and the KYTC Department of Highways Standard Drawings.

3.16. Open Cut Roadway

Furnish: Concrete, reinforcing bars.

Excavate trench by sawing and chipping away roadway to dimensions as indicated on the detail sheets. After placing conduit, install concrete and steel reinforcing bars per the *Standard Specifications for Road and Bridge Construction*. Restore any disturbed sidewalk to its original condition.

3.17. Piezoelectric Sensor

Furnish: Piezoelectric sensor and cable; sensor support brackets; saw slot sealant; backer rod; grout; conduit sealant.

The plans and notes specify the approximate location for piezoelectric sensor (piezo) installations. Prior to sawing slots or drilling cores, the Contractor shall meet with a representative of the Division of Planning to verify the final layout on site. Avoid expansion joints and pavement sections where potholes, cracks, or other roadway flaws exist. Roadway ruts at the proposed piezo location shall not be in excess of ½ inch under a 4-foot straight edge.

Install the piezo perpendicular to traffic in the final surface course of the pavement. Locate the sensor in the lane as shown on the site layout drawing. Eleven-foot length sensors shall be centered in the lane.

The following is a typical step by step procedure for the installation of a piezo. Refer specifically to the manufacturer's instructions provided with the sensor prior to installation.

- Carefully mark the slot to be cut, perpendicular to the flow of traffic and properly positioned in the lane.

Material, Installation, and Bid Item Notes for
Permanent Traffic Data Acquisition Stations

Revised February 2025

- It is strongly recommended that a $\frac{3}{4}$ inch wide diamond blade be used for cutting the slot, or that blades be ganged together to provide a single $\frac{3}{4}$ inch wide cut. The slot shall be wet cut to minimize damage to the pavement.
- Cut a slot $\frac{3}{4}$ inch wide ($\pm 1/16$ inch) by 1 inch minimum deep. The slot should be a minimum of 2 inches longer than the sensor (including the lead attachment). Drop the saw blade an extra $\frac{1}{2}$ inch down on both ends of the sensor. The lead out of the passive cable should be centered on the slot.
- Cut the slot for the passive cable $\frac{1}{4}$ inch wide and at a depth so that the top of the backer rod is a minimum of 2 inches below the road surface.
- Clean ALL foreign and loose matter out of the slot and within 1 foot on all sides of the slot using a high-pressure washer.
- Completely dry the slot and within 1 foot on all sides of the slot using oil-free forced air, torpedo heaters, electric heaters, or natural evaporation, depending on weather conditions. Be very careful not to burn the asphalt if heat is used.
- Measure 9-12 inches from the edge of the paved surface (shoulder break or face of curb) and drill a $1\frac{1}{2}$ inch hole on a 45° angle to the conduit adjacent to the roadway.
- Place strips of 2-4-inch-wide tape strips on the pavement along the lengths of both sides of the sensor slot, $1/8$ inch away from the slot.
- Wear clean, protective latex (or equivalent) gloves at all times when handling sensors. Visually inspect sensor to ensure it is straight. Check lead attachment and passive cable for cuts, gaps, cracks and/or bare wire. Verify that the correct sensor type and length is being installed by checking the data sheet. Verify there is sufficient cable to reach the cabinet. Piezo lead-in cable shall not be spliced.
- Test the sensor for capacitance, dissipation factor and resistance, according to the directions enclosed with the sensor. Capacitance and dissipation should be within $\pm 20\%$ of the piezo data sheet. Resistance (using the 20M setting) should be infinite. Record the sensor serial number and the test results and label “pre-installation.” This information should be stored in the counter cabinet and/or returned to Department Planning personnel.
- Lay the sensor next to the slot and ensure that it is straight and flat.
- Clean the sensor with steel wool or an emery pad and wipe with alcohol and a clean, lint-free cloth.
- Place the installation bracket clips every 6 inches along the length of the sensor.
- Bend the tip of the sensor downward at a 30° angle. Bend the lead attachment end down at a 15° angle and then 15° back up until level (forming a lazy Z).
- Place the sensor in the slot, with the brass element $3/8$ inch below the road surface along the entire length. The tip of the sensor should be a minimum of 2 inches from the end of the slot and should not touch the bottom of the slot. The top of the plastic installation bracket clips should be $1/8$ inch below the surface of the road. The lead attachment should not touch the bottom or sides of the slot. Ensure the sensor ends are pushed down per the manufacturer’s instructions.
- Visually inspect the length of the sensor to ensure it is at uniform depth along its length and it is level (not twisted, canted or bent).

- On the passive cable end, block the end of the slot approximately 3-5 inches beyond the end of the lead attachment area creating an adequate “dam” so that the sensor grout does not flow out.
- Use one bucket of sensor grout per piezo installation. Overfill the slot with sensor grout and allow to cure for a minimum of 10 minutes before continuing with the installation. Ensure that sensor grout fills around and beneath the sensor completely and that there is not a trough on top.
- Remove the tape along the sides of the saw slot when the adhesive starts to cure.
- Carefully remove the dam from the end of the sensor.
- Route the lead-in cable through the saw slot
- Install conduit sealant to a minimum of 1” deep into the cored 1½ inch hole.
- Cover the lead-in cable with encapsulant, backer rod, and grout.
- If necessary, after the grout has hardened, grind with an angle grinder until the profile is a 1/16-inch mound. There shall be no concave portion to the mound.
- Clean up the site and dispose of all waste off the project.
- Ensure that the sensor grout has completely cured prior to subjecting the sensor to traffic. Curing time will vary with temperature and humidity.

Upon installation, test the sensor for capacitance, dissipation factor and resistance, according to the directions enclosed with the sensor. Capacitance and dissipation should be within $\pm 20\%$ of the piezo data sheet. Resistance (using the 20M setting) should be infinite. Perform a functional test of the piezo with an oscilloscope to ensure that the sensor is generating a proper response to the passage of vehicles.

Record the sensor serial number and the test results and label “post-installation.” This information should be stored in the counter cabinet and/or returned to Department Planning personnel.

3.18. Pole – Wooden

Furnish: Pole; anchoring equipment (as required); hardware (as required).

Excavate and install wood pole to a minimum depth of one-sixth the total pole height. Place backfill material in hole and compact until flush with existing grade. Install guy wire, guy guard, anchor, anchor rod, and strand vise, if necessary. Anchor shall be a minimum of one-third the pole height from the face of the pole. Provide temporary erosion control, seeding, protection and restoration of disturbed areas to the satisfaction of the Engineer.

3.19. Removal of Existing Equipment

The Contractor shall remove existing materials (including but not limited to: poles, anchors, cabinets, junction boxes, conduit and wire) not to be reused. Contractor shall dispose of all removed materials off the project. All materials and labor necessary for the removal of existing equipment shall be considered incidental to other bid items.

3.20. Signs

Furnish: Signs; sign standards; hardware.

Construction of signs shall conform to the *Standard Specifications for Road and Bridge Construction*.

3.21. Splicing

Furnish: Splice kit; solder.

These notes describe the splicing process (if permitted) and are not intended to grant permission to splice. Permission to splice shall be determined by the Division of Planning and the locations shall be shown on the layout sheet. If splicing is needed but not shown on the layout sheet, the Contractor shall receive prior written approval from the Division of Planning.

All splices shall conform to the provisions of the NEC.

Splices for loop and loop lead-in wire shall be twisted and soldered. Abrade the outer jacket of both wires to promote good adhesion and prevent capillary leak paths. Seal the splice with an electrical sealing resin. Spliced loop conductors shall test free of shorts and unauthorized grounds and shall have an insulating resistance of at least 100 megohms when tested with a 500-volt direct current potential in a reasonably dry atmosphere between conductors and ground.

For piezos, the same type coax cable, supplied by the manufacturer, shall be used to splice to the sensor's lead-in cable. Cables shall be soldered. Abrade the outer jacket of both cables to promote good adhesion and prevent capillary leak paths. Seal the splice with an electrical sealing resin. Spliced piezo cables shall be tested and have a minimum resistance of 20 megohms, a maximum dissipation factor of 0.03, a capacitance within the manufacturer's recommended range based upon the length of additional cable. A functional test of the piezo shall be performed to ensure that the sensor is generating a proper response to the passage of vehicles.

3.22. Trenching and Backfilling

Furnish: Warning tape; seed mix type I; cereal rye or German foxtail-millet; mulch; concrete (as required); asphalt (as required).

Excavate trench and provide required cover as shown on the standard detail sheets. After placing conduit, backfill material shall be placed and compacted in lifts of 9 inches or less. Install warning tape as shown on the detail sheet. Provide temporary erosion control, seeding, protection and restoration of disturbed areas to the satisfaction of the Engineer.

3.23. Wiring

Furnish: Wire; wire labels; spade tongue wire terminals (as required).

Installation of all wiring shall conform to the NEC. Permanent identification numbers

shall be affixed to all wires in all junction boxes and cabinets (see Layout(s) for loop and piezo numbers).

Additional lengths of each loop and piezo sensor wire shall be neatly coiled in all cabinets and junction boxes as follows:

Enclosure Type	Additional length of each wire
Galvanized Steel Cabinet	2' – 3'
Pad Mount Cabinet (332)	6' - 8'
Pole Mount Cabinet (336)	3' - 4'
Junction Box Type 10x8x4	2' – 3'
Junction Box Type A, B, or C	2' – 3'

3.24. Wood Post

Furnish: Wood post; concrete (as required); seed mix type I; cereal rye or German foxtail-millet; mulch.

Excavate hole to specified depth and place concrete, if required. Install post, backfill to existing grade, and tamp backfill. Provide temporary erosion control, seeding, protection and restoration of disturbed areas to the satisfaction of the Engineer.

3.25. Remove and Replace Sidewalk

Furnish: Lumber, stakes, nails or screws, and concrete.

Remove existing sidewalk to install rigid conduit from edge of roadway to nearest junction box or cabinet. Form, pour and finish concrete in place of old existing sidewalk making sure to replace the expansion joints in their respective locations. Concrete shall conform to the *Kentucky Standard Specifications for Road and Bridge Construction* for sidewalks.

4. BID ITEM NOTES AND METHOD OF MEASUREMENT FOR PAYMENT

Only the bid items listed will be measured for payment. All other items required to complete the vehicle detection installation shall be incidental to other items of work. Payment at the contract unit price shall be full compensation for all materials, labor, equipment and incidentals to furnish and install these items.

4.1. Bore and Jack Pipe – 2”

Bore and jack pipe – 2” shall be furnished, installed, and measured for payment per the *Standard Specifications for Road and Bridge Construction*.

4.2. Conduit

Conduit shall include furnishing and installing specified conduit in accordance with the specifications. This item shall include conduit fittings, bodies, boxes, weatherheads, expansion joints, couplings, caps, conduit sealant, electrical tape, clamps, bonding straps and any other necessary hardware. Conduit will be measured in linear feet.

4.3. Electrical Service

Electrical Service shall include furnishing and installing all necessary materials and payment of all fees toward the complete installation of an electrical service which has passed all required inspections. Incidental to this item shall be furnishing and installing:

- Meter-base per utility company’s specifications
- Service disconnect panel per utility company’s specifications
- Meter base and service disconnect entrance hubs, waterproof
- Service entrance conductors
- Rigid steel conduit
- Rigid steel conduit fittings
- Conduit straps
- Weatherhead
- Duplex GFCI receptacle, 120-volt, 20-amp
- Ground rod with clamp
- Grounding conductor

Also incidental to this item shall be any necessary clearing of right of way for the electrical service drop.

Electrical service will be measured in individual units each.

4.4. Flashing Arrow

Flashing Arrow shall be furnished, installed, and measured for payment per the *Standard Specifications for Road and Bridge Construction*.

4.5. Galvanized Steel Cabinet

Galvanized Steel Cabinet shall include furnishing and installing galvanized steel cabinet on post as specified. Incidental to this item shall be furnishing and installing grounding hardware, and any necessary post/pole mounting hardware. Also incidental to this item shall be furnishing and installing the required number of terminal blocks and connection of all

sensors to the terminal blocks. Galvanized Steel Cabinet will be measured in individual units each.

4.6. Install Pad Mount Enclosure

Install Pad Mount Enclosure shall include installing a Department-furnished enclosure as specified on the detail sheets.

This item shall include obtaining the enclosure from KYTC and transporting it to the installation site and furnishing and installing the following:

- Concrete foundation (including any excavation necessary)
- Anchor bolts, lock washers, and nuts
- Conduit
- Conduit fittings (including grounding bushings)
- Weatherhead
- Terminal Strip(s)
- Ground rod with clamp
- Grounding conductor

Install Pad Mount Enclosure will be measured in individual units each.

4.7. Install Controller Cabinet

Install Controller Cabinet shall include installing a Department-furnished cabinet as specified on the detail sheets.

This item shall include obtaining the cabinet from KYTC and transporting it to the installation site and furnishing and installing the following:

- Conduit
- Conduit Fittings
- Terminal Strip(s)
- Ground rod with clamp
- Grounding conductor

Install Controller Cabinet will be measured in individual units each.

4.8. Junction Box Type 10" x 8" x 4"

Junction Box Type 10"x8"x4" shall include furnishing and installing specified junction box in accordance with the specifications. This item shall include connectors, splice sleeves, conduit fittings, mounting materials and any other items required to complete the installation. Incidental to this item shall be furnishing and installing specified post (wood, channel, metal, etc.) as required for the installation. Junction Box Type 10"x8"x4" will be measured in individual units each.

4.9. Junction Box Type A, B, or C

Junction Box Type A, B, or C shall include furnishing and installing specified junction box in accordance with the specifications. This item shall include excavation, furnishing and installing #57 aggregate, backfilling around the box, and restoration of disturbed areas to the satisfaction of the Engineer. Incidental to this item shall be furnishing and installing a

grounding conductor bonding all conduit grounding bushings in the box. Junction Box Type A, B, or C will be measured in individual units each.

4.10. Loop Saw Slot and Fill

Loop Saw Slot and Fill shall include sawing and cleaning saw slots and furnishing and installing conduit sealant, loop sealant, backer rod, grout, or other specified material. Loop Saw Slot and Fill will be measured in linear feet of sawed slot.

4.11. Maintain and Control Traffic

Maintain and Control Traffic shall be measured for payment per the *Standard Specifications for Road and Bridge Construction*.

4.12. Open Cut Roadway

Open Cut Roadway shall include excavating trench (sawing and chipping roadway) to dimensions as indicated on the detail sheets and furnishing and placing concrete, steel reinforcing bars, and asphalt. This item also includes restoring any disturbed sidewalk to its original condition. Open Cut Roadway will be measured in linear feet.

4.13. Piezoelectric Sensor

Piezoelectric sensor (piezo) shall include sawing and cleaning saw slots and furnishing and installing piezo in accordance with the specifications. This item shall include furnishing and installing lead-in wire, conduit sealant, encapsulation material, backer rod, grout, testing, and accessories. Piezo will be measured in individual units each.

4.14. Pole – 35' Wooden

Pole – 35' Wooden shall include excavation, furnishing and installing specified wood pole, backfilling and restoring disturbed areas to the satisfaction of the Engineer. Incidental to this item shall be furnishing and installing guy wire, anchor and anchor rod, strand vise, and guy guard, if specified.

Pole – 35' Wooden will be measured in individual units each.

4.15. Signs

Signs shall be furnished, installed, and measured for payment per the *Standard Specifications for Road and Bridge Construction*.

4.16. Trenching and Backfilling

Trenching and Backfilling shall include excavation, warning tape, backfilling, temporary erosion control, seeding, protection and restoration of disturbed areas to original condition. This item shall include concrete, asphalt or approved replacement material for sidewalks, curbs, roadways, etc. (if required). Trenching and backfilling will be measured in linear feet.

4.17. Wire or Cable

Wire or cable shall include furnishing and installing specified wire or cable within saw slot, conduit, junction box, cabinet, or overhead as indicated on the detail sheets. Incidental to this item shall be the labeling of all wires and cables in each junction box, cabinet and splice

box, and furnishing and installing other hardware required for installing cable. Wire or Cable will be measured in linear feet.

4.18. Wood Post

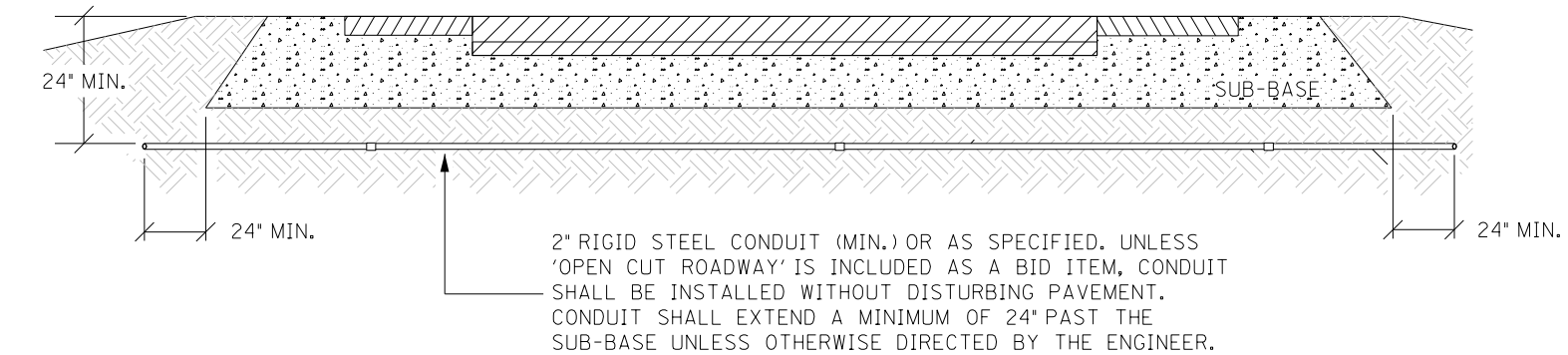
Wood Post shall include furnishing and installing wood post as specified. This item shall include excavation, furnishing and placing concrete (if required), backfilling around the post, and restoration of disturbed areas to the satisfaction of the engineer. Wood Post will be measured in individual units each.

4.19. Remove and Replace Sidewalk

Remove and Replace Sidewalk shall include removing existing sidewalk to install conduit and/or junction box (if required) and replacing old existing sidewalk with new sidewalk after installation of required items. This item includes removing old sidewalk and disposing of off the project and forming, pouring and finishing the new sidewalk after installation of required items.

4.20. Loop Test

Loop Test includes conducting an operating test on the existing inductance loops at the control cabinet in the presence of the Engineer to determine if the inductance loop conductors have an insulating resistance of a minimum of 100 megohms when tested with a 500-volt direct current potential in a reasonably dry atmosphere between conductors and ground.

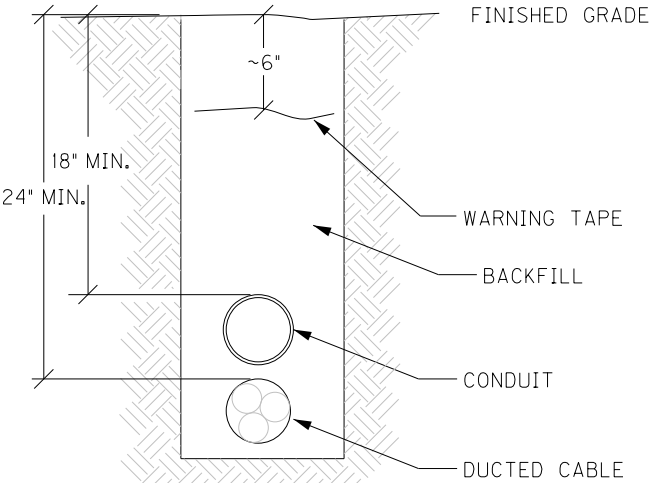


CONDUIT UNDER PAVEMENT

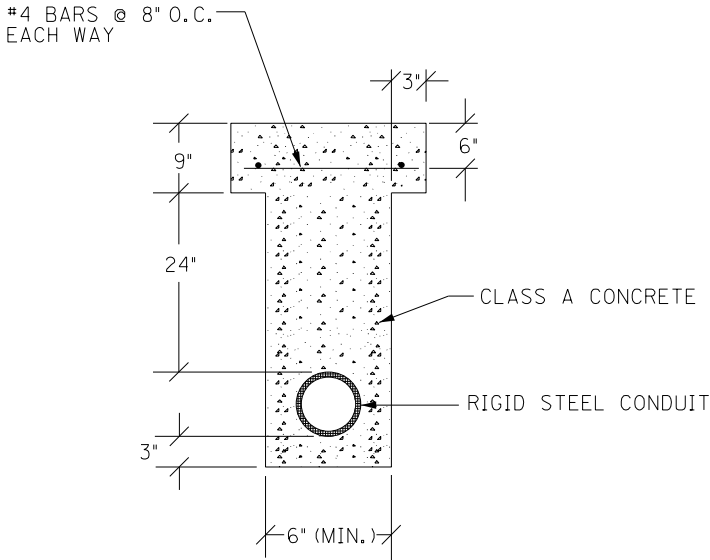
TOTAL TRENCH WIDTH SHALL BE 3" (NOM.) WIDER THAN THE SUM OF THE OUTSIDE DIAMETER(S) OF THE CONDUIT(S) INSTALLED. CONDUIT(S) SHALL BE CENTERED IN TRENCH.

CONTRACTOR SHALL PLACE BACKFILL IN LIFTS (9" MAX.) COMPACT BACKFILL, AND RESTORE DISTURBED AREA TO THE SATISFACTION OF THE ENGINEER

CONTRACTOR SHALL INSTALL UNDERGROUND UTILITY WARNING TAPE ABOVE CONDUIT AS SHOWN.

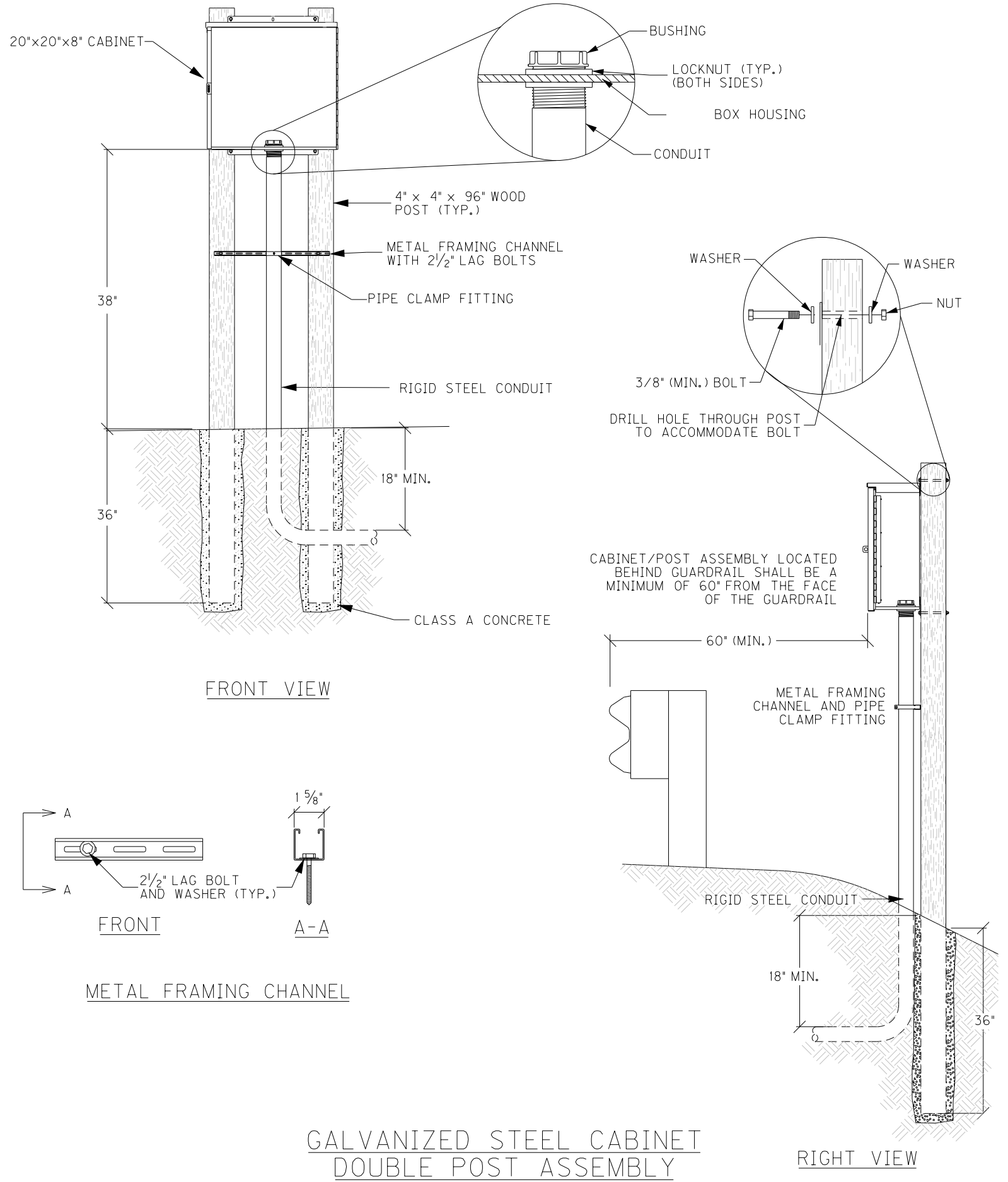


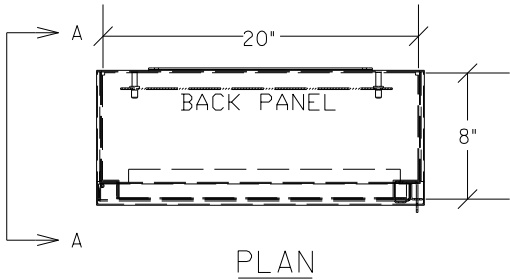
CONDUIT TRENCH



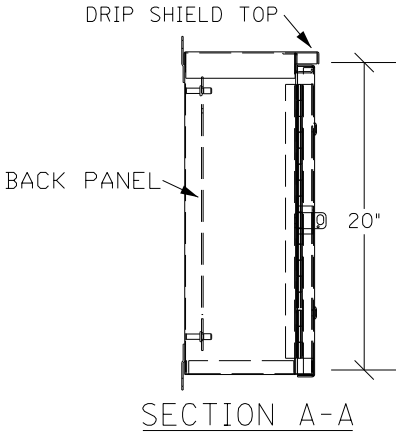
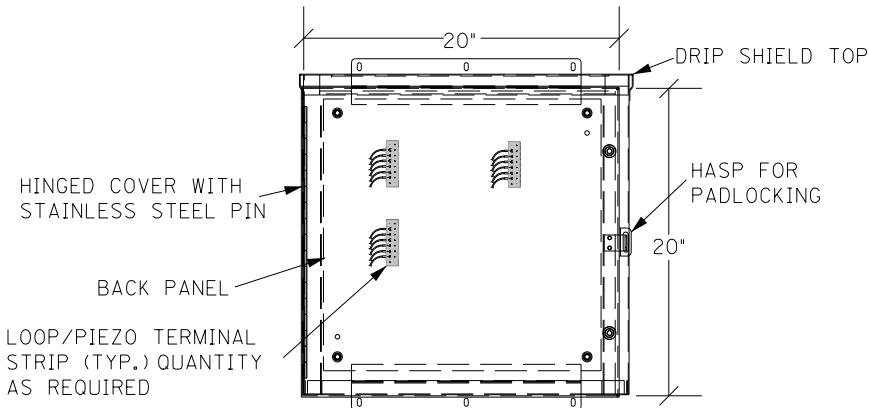
OPEN CUT PAVEMENT DETAIL

CONDUIT INSTALLATION



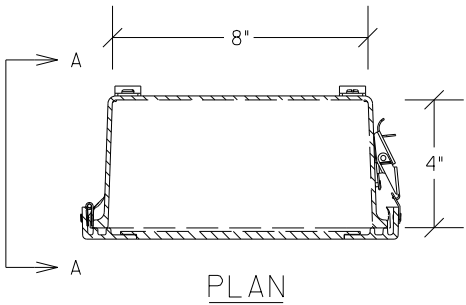


PLAN

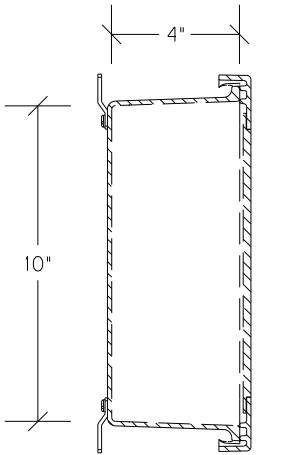


ELEVATION

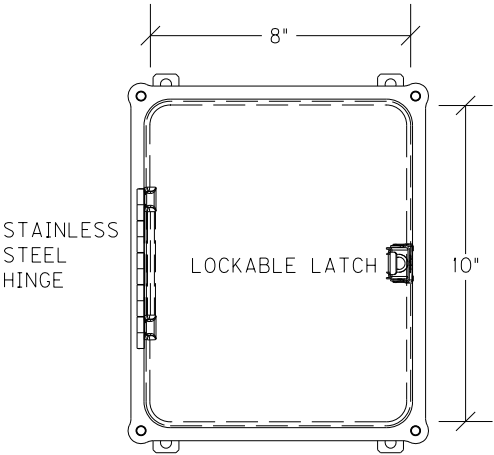
GALVANIZED STEEL CABINET



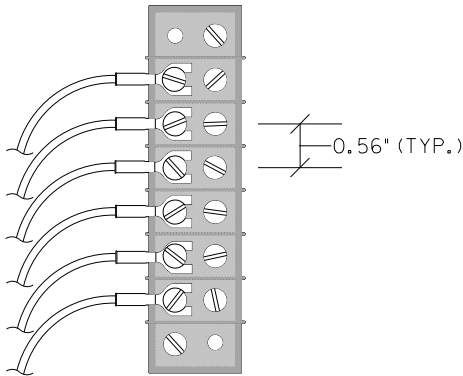
PLAN



SECTION A-A

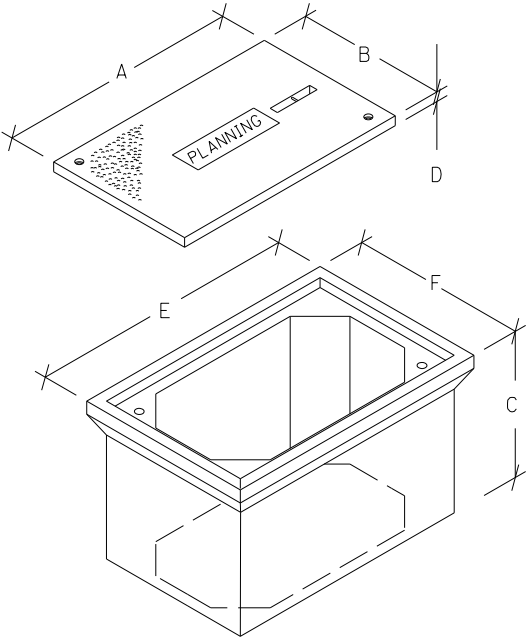


ELEVATION



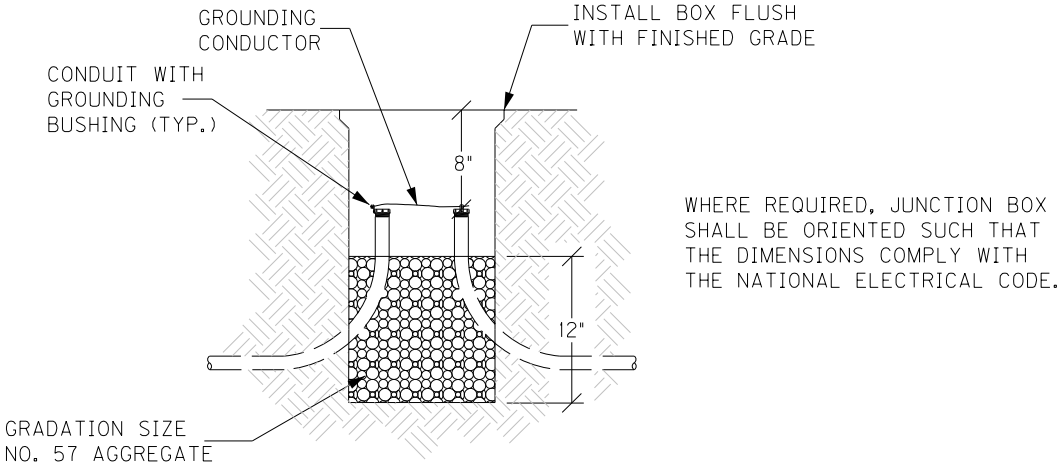
TERMINAL STRIP (TYP.)

JUNCTION BOX 10"X8"X4"

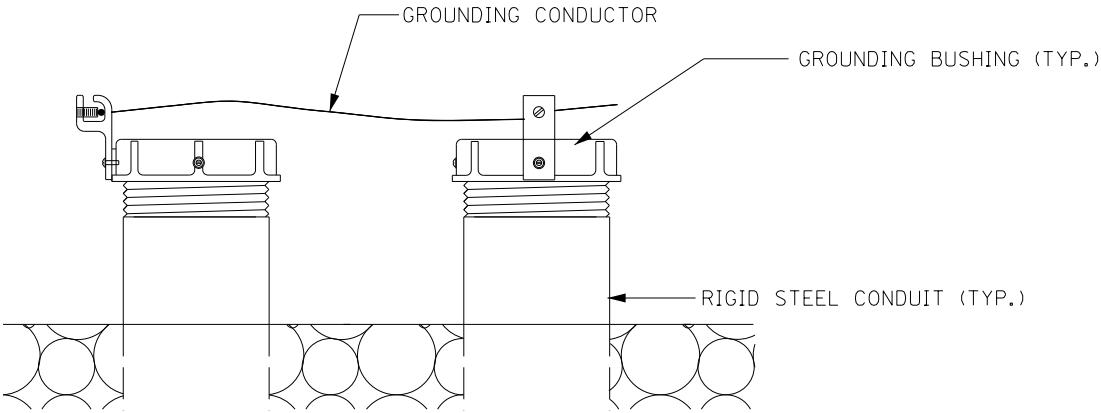


JUNCTION BOX DIMENSIONS (NOMINAL)						
	A	B	C	D*	E	F
TYPE A	23"	14"	18"	2"	25"	16"
TYPE B	18"	11"	12"	1¾"	20"	13"
TYPE C	36"	24"	30"	3"	38"	26"

* MINIMUM
STACKABLE BOXES ARE PERMITTED



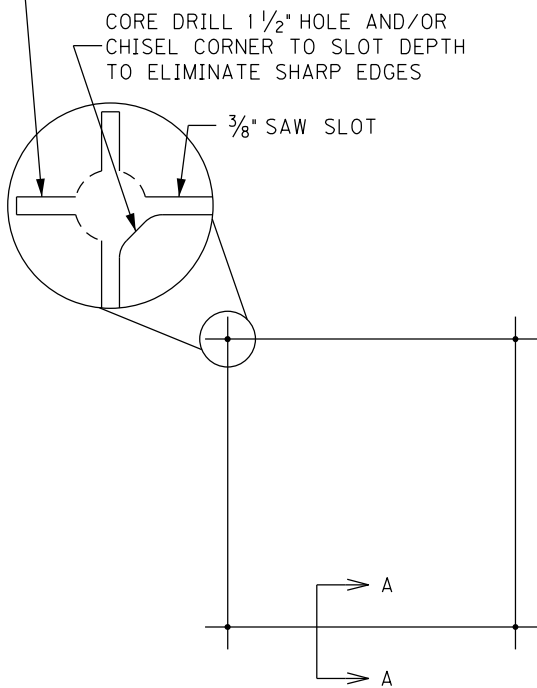
ELEVATION



GROUNDING DETAIL

JUNCTION BOX - TYPE A, TYPE B, TYPE C

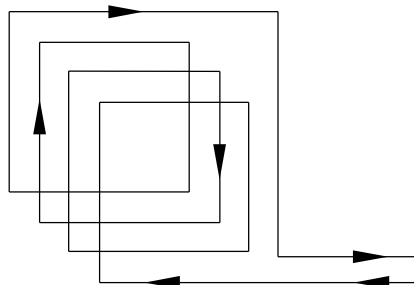
JEFFERSON COUNTY
HSIP 1501 (12)



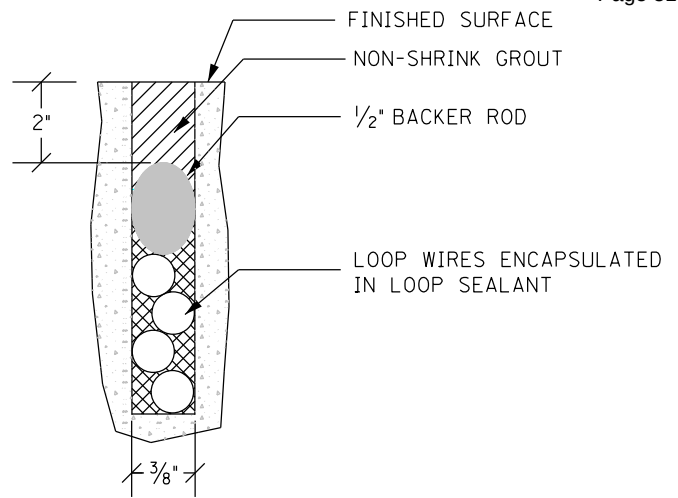
SAW CUT PLAN

UNLESS SPECIFIED OTHERWISE, ALL LOOPS SHALL BE 6' x 6' SQUARE, CENTERED IN EACH LANE, WITH FOUR (4) TURNS OF 14 AWG LOOP WIRE.

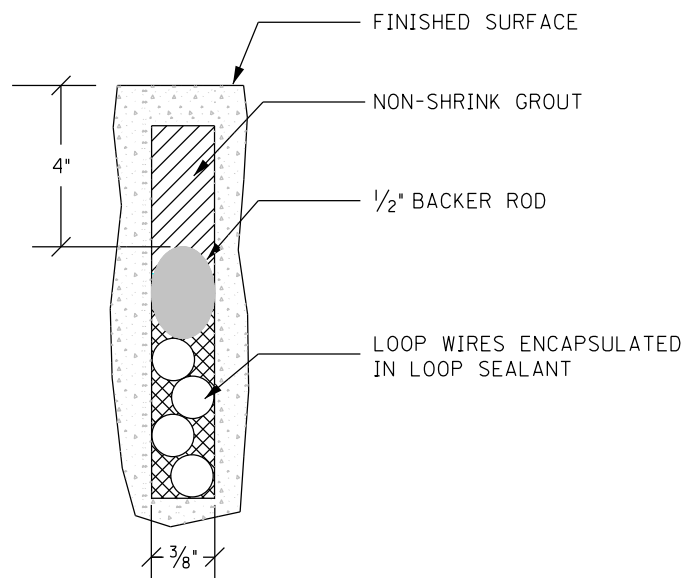
ADJACENT SAW SLOTS SHALL BE A MINIMUM OF 12" APART.



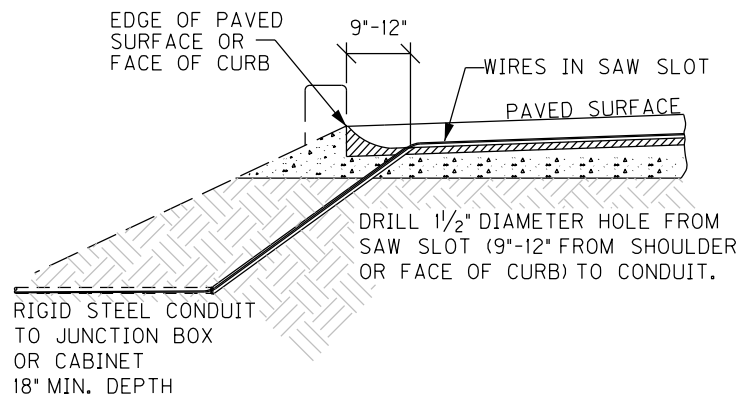
WIRING PLAN



SECTION A-A (CONCRETE)



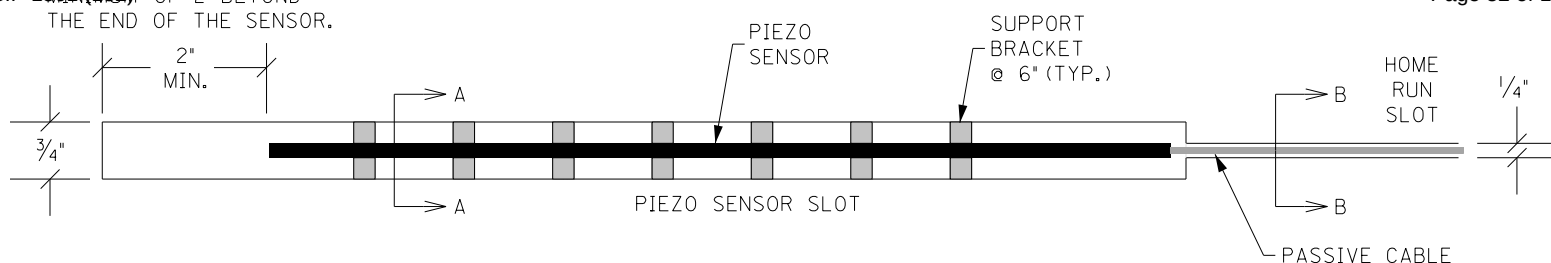
SECTION A-A (ASPHALT)



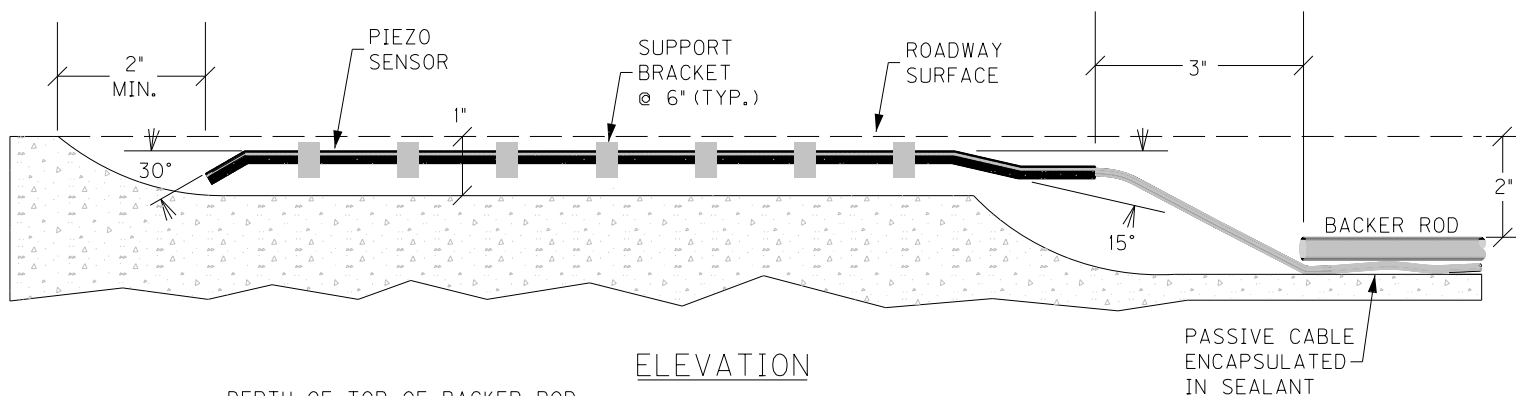
SAW SLOT EDGE OF PAVEMENT TRANSITION

INDUCTIVE LOOP DETECTOR

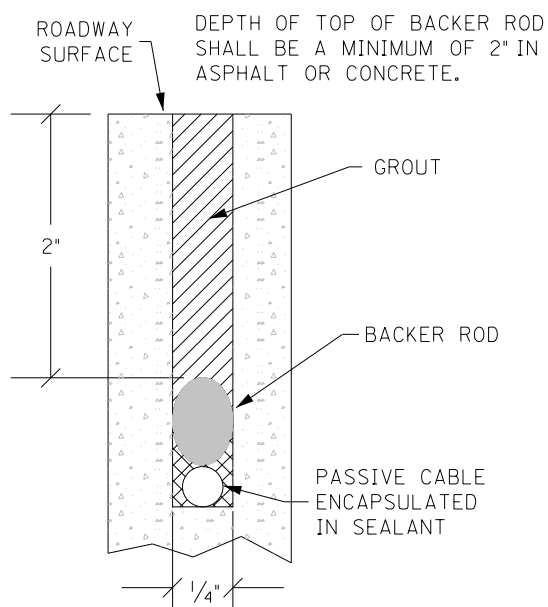
NOT TO SCALE



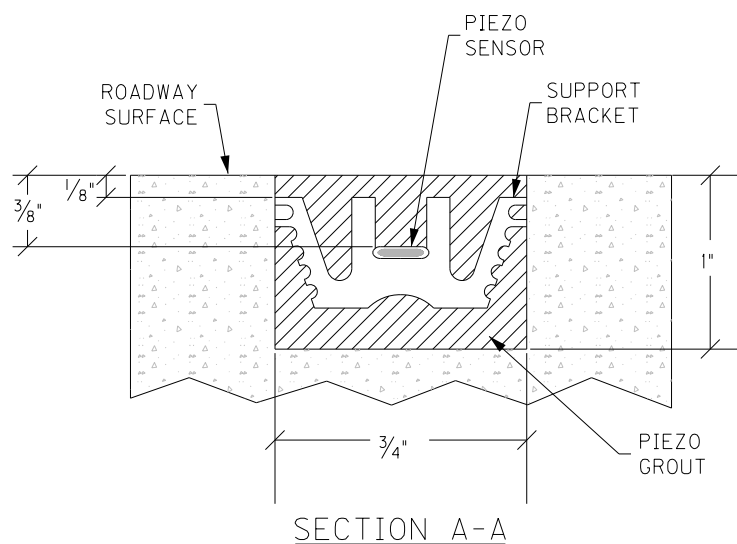
PLAN



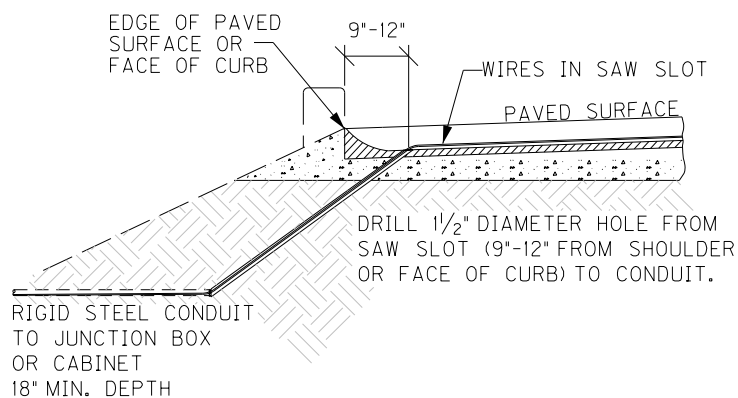
ELEVATION



SECTION B-B



SECTION A-A



SAW SLOT EDGE OF PAVEMENT TRANSITION

PIEZOELECTRIC SENSOR INSTALLATION

PROJECT MATERIALS RELEASE FORM
FOR SIGNAL AND LIGHTING

Note: Email form with signatures to KYTC's warehouse (kim.stamper@ky.gov) at least two (2) days prior to arrival for pickup. Ensure Contractor's delivery driver has a copy of form with signatures. Failure to do either may result in long delays or refusal to distribute materials upon arrival.

Item Number: _____

County: JEFFERSON

Description: I-265 OFF RAMP AT US-31 E

Cabinets	Master code
----------	-------------

Signals

Special items

1		Radar		
---	--	-------	--	--

Poles

REQUIRED

Electrical Contractor Supervisor _____

Contact number for Supervisor _____

Project Engineer _____

Contact number for Project Engineer _____

Project Engineer attests that the mentioned contractor is the actual electrical contractor on this project

Signature of Project Engineer or Designee _____

PROJECT MATERIALS RELEASE FORM
FOR SIGNAL AND LIGHTING

Note: Email form with signatures to KYTC's warehouse (kim.stamper@ky.gov) at least two (2) days prior to arrival for pickup. Ensure Contractor's delivery driver has a copy of form with signatures. Failure to do either may result in long delays or refusal to distribute materials upon arrival.

Item Number: _____
County: JEFFERSON
Description: SOUTHPOINTE BLVD @ US- 31 E

Cabinets	Master code
2	T-01-0700 Load Switches

Signals		
1	T-02-0009	Siemens 3 Section Signal
1	T-02-0032	Siemen 3 section backplate
1	T-02-0391	LED Module 12" Red U-Turn
1	T-02-0392	LED Module 12" Yellow U-Turn
1	T-02-0393	LED Module 12" Green U-Turn

Special items			
1	T-02-0650	Pedstl.top mntg.bkt One-way	
1	T-02-0661	Post Top for Pedestal (each)	
1	T-02-0672	4' Pedestal Post	
1	T-06-0710	Ped Detector Pole Mount FSA Box	
1	T-06-0730	Ped Button w/o Plunger	
1	T-17-0015	9 X 15 Countdown Ped Sign Left	
1		Radar	

Poles

REQUIRED

Electrical Contractor Supervisor _____ Contact number for Supervisor _____

Project Engineer _____ Contact number for Project Engineer _____

Project Engineer attests that the mentioned contractor is the actual electrical contractor on this project

Signature of Project Engineer or Designee _____

PROJECT MATERIALS RELEASE FORM
FOR SIGNAL AND LIGHTING

Note: Email form with signatures to KYTC's warehouse (kim.stamper@ky.gov) at least two (2) days prior to arrival for pickup. Ensure Contractor's delivery driver has a copy of form with signatures. Failure to do either may result in long delays or refusal to distribute materials upon arrival.

Item Number: _____

County: Jefferson

Description: Cedar Creek Rd @ US 31 E

Cabinets	Master code	
1	T-01-0020	Base Mounted 332 Cabinet
1	T-01-0105	ATC Controller
1	T-01-0106	1C w/Maxtime (this should go with item ATC controller)
1	T-01-0501	Conflict Monitor, Model 2018
1	T-01-0510	Isolator, Model 242 (1 for 2070, plus for ped detector and railroad)
6	T-01-0700	Load Switches

Signals		
6	T-02-0009	Siemens 3 Section Signal
6	T-02-0032	Siemen 3 section backplate
4	T-02-0033	Siemen 4 section 12" signal (poly)
0	T-02-0040	Siemen 5 section, 12 inch signal (poly)
0	T-02-0041	Siemen 5 section backplate
4	T-02-0043	Siemen 4-sec. straight signal backplate
8	T-02-0090	Pedestrian signal housing
2	T-02-0300	LED Module 12" red arrow
4	T-02-0310	LED Module 12" yellow arrow
4	T-02-0320	LED Module 12" green arrow
8	T-02-0330	LED Module 12" red ball
8	T-02-0340	LED Module 12" yellow ball
8	T-02-0350	LED Module 12" green ball

Special items		
1	T-02-0650	Pedstl.top mntg.bkt One-way
2	T-02-0660	Pedstl.top mntg.bkt Two-way
4	T-02-0661	Post Top for Pedestal (each)
4	T-02-0672	4' Pedestal Post
8	T-06-0710	Ped Detector Pole Mount FSA Box
8	T-06-0730	Ped Button w/o Plunger
4	T-17-0015	9 X 15 Countdown Ped Sign Left
4	T-17-0016	9 X 15 Countdown Ped Sign Right
1		Radar

Poles		
2	T-04-0030	Steel Strain Pole 32 foot
2	T-04-0040	Steel Strain Pole 34 foot

REQUIRED

Electrical Contractor Supervisor _____ Contact number for Supervisor _____

Project Engineer _____ Contact number for Project Engineer _____

Project Engineer attests that the mentioned contractor is the actual electrical contractor on this project

Signature of Project Engineer or Designee _____

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	15 - 16	14	≤13
			103 - 105	106 - 107	108 - 109	≥ 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, ° 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
24970EC

Pay Item
Asphalt Material for Tack Non-Tracking

Pay Unit
Ton

Revised: May 23, 2022

SPECIAL NOTE FOR DOLOMITIC POLISH-RESISTANT AGGREGATE IN CLASS A 0.38-IN. AND 0.50-IN. NOMINAL ASPHALT MIXTURES

Contrary to Subsection 403.03.03, when utilizing a dolomitic polish-resistant aggregate as the coarse portion of the Class A 0.38-in. or 0.50-in.-nominal asphalt surface mixture, provide an asphalt mixture conforming to the following requirements:

- 70 percent of total combined aggregate is Class A polish-resistant aggregate.
- Any coarse aggregate utilized in the mixture shall be classified as Class A polish-resistant.
- Non-dolomitic substitutes from other Class A sources may be used as direct substitutes
- All mixes must have DFT testing/results submitted to Division of Materials with any supporting documentation prior to completion of the project.

Dynamic Friction Testing Procedure. Prepare samples for DFT analysis in accordance with PP 104. Friction testing shall be conducted by an AASHTO-accredited facility and data shall be provided in accordance with ASTM E1911 conforming to the following three-wheel polishing schedule. Variations to the testing frequency or methodology shall be coordinated with Division of Materials prior to testing.

<i>Polishing Cycles</i>
5,000
25,000
75,000
150,000

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

III. 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

Special Note for Completion Date & Liquidated Damages

I. COMPLETION DATE

The ultimate fixed completion date for this project will be **July 31, 2027**. Liquidated Damages for failure to complete the project on time will be assessed following Section 108.09.

II. LIQUIDATED DAMAGES

Liquidated damages in the following amounts will be assessed for each hour or part of an hour that a lane closure remains in place during periods prohibited by the Traffic Plan:

1 st Hour	\$500
2 nd Hour	\$3,000
Each hour thereafter	\$10,000

Contrary to KYTC Standard Specifications Section 108.09, Liquidated Damages will be assessed regardless of whether seasonal limitations prohibit the Contractor from performing work on the controlling operation.

Contrary to Section 108.09, Liquidated Damages will be assessed for the months of December through March.

All liquidated damages will be applied accumulatively.

All other applicable portions of KYTC Standard Specifications Section 108 apply.

SPECIAL NOTE FOR EROSION CONTROL

I. DESCRIPTION

Perform all erosion and water pollution control work in accordance with the Department's Standard and Interim Supplemental Specifications, Special Provisions and Special Notes, and Standard and Sepia Drawings, current editions, and as directed by the Engineer. Section references are to the Standard Specifications. This work shall consist of:

(1) Developing and preparing a Best Management Practices Plan (BMP) tailored to suit the specific construction phasing for each site within the project; (2) Preparing the project site for construction, including locating, furnishing, installing, and maintaining temporary and/or permanent erosion and water pollution control measures as required by the BMP prior to beginning any earth disturbing activity on the project site; (3) Clearing and grubbing and removal of all obstructions as required for construction; (4) Removing all erosion control devices when no longer needed; (5) Restoring all disturbed areas as nearly as possible to their original condition; (6) Preparing seedbeds and permanently seeding all disturbed areas; (7) Providing a Kentucky Erosion Prevention and Sediment Control Program (KEPSC-RI) qualified inspector; and (8) Performing any other work to prevent erosion and/or water pollution as specified by this contract, required by the BMP, or as directed by the Engineer.

II. MATERIALS

Furnish materials in accordance with these notes, the Standard Specifications and Interim Supplemental Specifications, and applicable Special Provisions and Special Notes, and Standard and Sepia Drawings, current editions. Provide for all materials to be sampled and tested in accordance with the Department's Sampling Manual. Unless directed otherwise by the Engineer, make the materials available for sampling a sufficient time in advance of the use of the materials to allow for the necessary time for testing.

III. CONSTRUCTION

Be advised, these Erosion Control Plan Notes do not constitute a BMP plan for the project. Jointly with the Engineer, prepare a site specific BMP plan for each drainage area within the project in accordance with Section 213. Provide a unique BMP at each project site using good engineering practices taking into account existing site conditions, the type of work to be performed, and the construction phasing, methods and techniques to be utilized to complete the work. Be responsible for all erosion prevention, sediment control, and water pollution prevention measures required by the BMP for each site. Represent and warrant compliance with the Clean Water Act (33 USC Section 1251 et seq.), the 404 Permit, the 401 Water Quality Certification, and applicable state and local government agency laws, regulations, rules, specifications, and permits. Contrary to Section 105.05, in case of discrepancy between theses notes, the Standard Specifications, Interim Supplemental Specifications, Special and Special Notes, Standard and Sepia Drawings, and such state and local government agency requirements, adhere to the most restrictive requirement.

Erosion Control

Page 2 of 3

Conduct operations in such a manner as to minimize the amount of disturbed ground during each phase of the construction and limit the haul roads to the minimum required to perform the work. Preserve existing vegetation not required to be removed by the work or the contract. Seed and/or mulch disturbed areas at the earliest opportunity. Use silt fence, silt traps, temporary ditches, brush barriers, erosion control blankets, sodding, channel lining, and other erosion control measures in a timely manner as required by the BMP and as directed or approved by the Engineer. Prevent sediment laden water from leaving the project, entering an existing drainage structure, or entering a stream.

Provide for erosion control measures to be in place and functioning prior to any earth disturbance within a drainage area. Compute the volume and size of silt control devices necessary to control sediment during each phase of construction. Remove sediment from silt traps before they become a maximum of ½ full. Maintain silt fence by removing accumulated trappings and/or replacing the geotextile fabric when it becomes clogged, damaged, or deteriorated, or when directed by the Engineer. Properly dispose of all materials trapped by erosion control devices at approved sites off the right of way obtained by the Contractor at no additional cost to the Department (See Special Note for Waste and Borrow).

As work progresses, add or remove erosion control measures as required by the BMP applicable to the Contractor's project phasing and construction methods and techniques. Update the volume calculations and modify the BMP as necessary throughout the duration of the project. Ensure that an updated BMP is kept on site and available for public inspection throughout the life of the project.

After all construction is complete, restore all disturbed areas in accordance with Section 212. Completely remove all temporary erosion control devices not required as part of the permanent erosion control from the construction site. Prior to removal, obtain the Engineer's concurrence of items to be removed. Grade the remaining exposed earth (both on and off the Right-of-Way) as nearly as possible to its original condition, or as directed by the Engineer. Prepare the seed bed areas and sow all exposed earthen areas with the applicable seed mixture(s) according to Section 212.03.03.

IV. MEASUREMENT

Erosion Control Blanket. If required by the BMP, the Department will measure Erosion Control Blanket according to Section 212.04.07.

Sodding. If required by the BMP, the Department will measure Sodding according to Section 212.04.08.

Channel Lining. If required by the BMP, the Department will measure Channel Lining according to Sections 703.04.04-703.04.07.

Erosion Control. Contrary to Sections 212.04, 213.04, and 703.04 other than Erosion Control Blankets, Sodding, and Channel Lining, the Department will measure Erosion Control as one lump sum. The Department will not measure developing, updating, and maintaining a BMP plan for each site; providing a KEPSC-RI qualified inspector; locating,

Erosion Control

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furnishing, installing, inspecting, maintaining, and removing erosion and water pollution control items; Roadway Excavation, Borrow Excavation, Embankment In Place, Topsoil Furnished and Placed, and Spreading Stockpiled Topsoil; Topdressing Fertilizer, Temporary and Permanent Seeding and Protection, Special Seeding Crown Vetch, and Temporary Mulch; Sedimentation Basin and Clean Sedimentation Basin, Silt Trap Type "A" and Clean Silt Trap Type "A"; Silt Trap Type "B" and Clean Silt Trap Type "B"; Silt Trap Type "C" and Clean Silt Trap Type "C"; Temporary Silt Fence and Clean Temporary Silt Fence; Plants, Vines, Shrubs, and Trees; Gabion and Dumped Stone Deflectors and Riffle Structures; Boulders; Temporary Ditches and clean Temporary Ditches; Geotextile Fabric, and all other erosion and water pollution control items required by the BMP or the Engineer, but shall be incidental to Erosion Control.

V. Basis of Payment

Erosion Control Blanket. If not listed as a bid item, but required by the BMP, the Department will pay for Erosion Control Blankets as Extra Work according to Sections 104.03 and 109.04.

Sodding. If not listed as a bid item, but required by the BMP, the Department will pay for Sodding as Extra Work according to Sections 104.03 and 109.04.

Channel Lining. If not listed as a bid item, but required by the BMP, the Department will pay for Channel Lining as Extra Work according to Sections 104.03 and 109.04.

Erosion Control. Contrary to Sections 212.05 and 213.05, other than Erosion Control Blanket, Sodding, and Channel Lining, payment at the Contract lump sum price for Erosion Control, shall be full compensation for all materials, equipment, labor and incidentals necessary to complete the erosion and water pollution control work as specified in these notes, Sections 212 and 213, the Supplemental Specifications, applicable Special Provisions and Special Notes, and Standard and Sepia Drawings, including but not limited to developing, updating, and maintaining a BMP plan for each site; providing a KEPSC-RI qualified inspector; locating, furnishing, installing, inspecting, maintaining, and removing erosion and water pollution control items; Roadway Excavation, Borrow Excavation, Embankment In Place, Topsoil Furnished and Placed, and Spreading Stockpiled Topsoil; Topdressing Fertilizer, Temporary and Permanent Seeding and Protection, Special Seeding Crown Vetch, and Temporary Mulch; Sedimentation Basin and Clean Sedimentation Basin, Silt Trap Type "A" and Clean Silt Trap Type "A"; Silt Trap Type "B" and Clean Silt Trap Type "B"; Silt Trap Type "C" and Clean Silt Trap Type "C"; Temporary Silt Fence and Clean Temporary Silt Fence; Plants, Vines, Shrubs, and Trees; Gabion and Dumped Stone Deflectors and Riffle Structures; Boulders; Temporary Ditches and clean Temporary Ditches; Geotextile Fabric and all other erosion and water pollution control items required by the BMP or the Engineer.



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)
5-9047.00		Jefferson		1100 FD52 056 2060701	1501132
PROJECT DESCRIPTION					
Roadway Reconfiguration & Ramp; Implementation of Access Management Features on US 31E from MP 4.0 to MP 5.4 in					
☒	No Additional Right of Way Required				
Construction will be within the limits of the existing right of way. The right of way was acquired in accordance to FHWA regulations under the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, as amended. No additional right of way or relocation assistance were required for this project.					
☐	Condition # 1 (Additional Right of Way Required and Cleared)				
All necessary right of way, including control of access rights when applicable, have been acquired including legal and physical possession. Trial or appeal of cases may be pending in court but legal possession has been obtained. There may be some improvements remaining on the right-of-way, but all occupants have vacated the lands and improvements, and KYTC has physical possession and the rights to remove, salvage, or demolish all improvements and enter on all land. Just Compensation has been paid or deposited with the court. All relocations have been relocated to decent, safe, and sanitary housing or that KYTC has made available to displaced persons adequate replacement housing in accordance with the provisions of the current FHWA directive.					
☐	Condition # 2 (Additional Right of Way Required with Exception)				
The right of way has not been fully acquired, the right to occupy and to use all rights-of-way required for the proper execution of the project has been acquired. Some parcels may be pending in court and on other parcels full legal possession has not been obtained, but right of entry has been obtained, the occupants of all lands and improvements have vacated, and KYTC has physical possession and right to remove, salvage, or demolish all improvements. Just Compensation has been paid or deposited with the court for most parcels. Just Compensation for all pending parcels will be paid or deposited with the court prior to AWARD of construction contract					
☐	Condition # 3 (Additional Right of Way Required with Exception)				
The acquisition or right of occupancy and use of a few remaining parcels are not complete and/or some parcels still have occupants. All remaining occupants have had replacement housing made available to them in accordance with 49 CFR 24.204. KYTC is hereby requesting authorization to advertise this project for bids and to proceed with bid letting even though the necessary right of way will not be fully acquired, and/or some occupants will not be relocated, and/or the just compensation will not be paid or deposited with the court for some parcels until after bid letting. KYTC will fully meet all the requirements outlined in 23 CFR 635.309(c)(3) and 49 CFR 24.102(j) and will expedite completion of all acquisitions, relocations, and full payments after bid letting and prior to AWARD of the construction contract or force account construction.					
Total Number of Parcels on Project		EXCEPTION (S) Parcel #		ANTICIPATED DATE OF POSSESSION WITH EXPLANATION	
Number of Parcels That Have Been Acquired					
Signed Deed					
Condemnation					
Signed ROE					
Notes/ Comments (Text is limited. Use additional sheet if necessary.)					
Con't from Project Descriptions - Jeffersn County, KY (2024BOP)					
LPA RW Project Manager			Right of Way Supervisor		
Printed Name				Printed Name	
Signature				Signature	
Date				Tom Boykin <small>Digitally signed by Tom Boykin Date: 2026.09.22 14:18:35 -04'00'</small>	
Right of Way Director			FHWA		
Printed Name				Printed Name	
Signature		 <small>Digitally signed by Kelly Divine Date: 2026.09.22 15:33:36 -05'00'</small>		Signature	
Date				Date	

UTILITIES AND RAIL CERTIFICATION NOTE

Project:	5-9047.00	Jefferson County	US 31 E
Funding Source:	OHSIP1501132	FD52 056 2060701U	
Description:	Roadway Reconfiguration & Implementation of Access Management Features on US 31E from MP 4.0 to MP 5.4 in Jefferson County, KY. (2024BOP)		
Mile Point:	4 To 5.4		

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 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.
4. 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

UTILITIES AND RAIL CERTIFICATION NOTE

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Mile Point:	4 To 5.4		

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.

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

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Mile Point:	4 To 5.4		

DO NOT DISTURB THE FOLLOWING FACILITIES LOCATED WITHIN THE PROJECT	
Utility Company	Facility Type
AT&T	KY - Communication - Jefferson
Scope: AT&T has intermittent Aerial and Underground Fiber on both sides of US-31E for the length of the project	
Charter Communications	Water - Jefferson
Scope: Charter has intermittent Aerial and Underground Fiber on both sides of US-31E for the length of the project	
Metropolitan Sewer District	Sewer - Jefferson
Scope: MSD has facilities at the South end of the project at Ichabod Dr. with two crossings located at approximately STA 457+90 & STA 460+45	
Uniti	Communication - Jefferson
Scope: Uniti has Aerial Fiber attached to the LG&E Poles on the West side of US-31E from I-265 to Bartley Drive, where it crosses US-31E and leaves 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:	4 To 5.4		

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
LOUISVILLE GAS AND ELECTRIC	Natural Gas-Jefferson	NA
Scope: LG&E to relocate approximately 435ft of 8” MP ST Gas Main along the West side of US-31E from STA 426+00 to 430+25 Right.		
MCI/Verizon	Communication-Jefferson	NA
Scope: Verizon to remove an existing Utility Pole and Handhole at approximately STA 440+50 Right. A new handhole has been installed at approximately STA 440+30 Right, adjacent to an existing Utility Pole.		

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THE FOLLOWING FACILITY OWNERS HAVE FACILITIES TO BE RELOCATED/ADJUSTED BY THE OWNER OR THEIR SUBCONTRACTOR AND IS TO BE COORDINATED WITH THE ROAD CONTRACT

Not Applicable

UTILITIES AND RAIL CERTIFICATION NOTE

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Mile Point:	4 To 5.4		

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

Louisville Water Company - The Company has an existing 6” DIW main running along the West side of US-31E that will mostly remain unaffected by the Project. Approximately 520ft of the 6” DIW main between STA 442+00 to 447+20 Right will be relocated, tying back into the existing 6” main on either end, and the abandoned portion will be safeloaded.

UTILITIES AND RAIL CERTIFICATION NOTE

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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:	4 To 5.4		

AREA FACILITY OWNER CONTACT LIST

1. AT&T - KY - Communication

Zach Stucker - Phone: (502) 713-8602 Email: zs3204@att.com

2. Charter Communications - Communication

Kevin Mercer - Phone: (502) 817-5055 Email: Kevin.Mercer@spectrum.com

3. LOUISVILLE GAS AND ELECTRIC - Natural Gas

Caroline Justice - Phone: (502) 627-3708 Email: caroline.justice@lge-ku.com

4. Louisville Water Company - Water

Scott Reynolds - Phone: (502) 546-0789 Email: msreynolds@louisvillewater.com

5. MCI/Verizon - Communication

Jeffrey Tucker - Phone: (502) 593-5585 Email: Jeffrey.Tucker@verizon.com

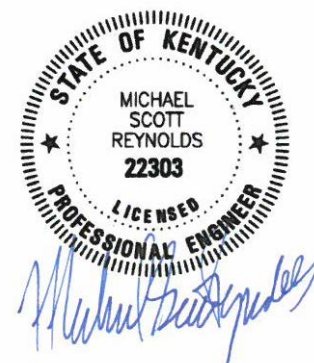
6. Metropolitan Sewer District - Sewer

Taylor Friesz - Phone: (502) 530-5192 Email: taylor.friesz@louisvillemsd.org

7. Uniti - Communication

James Galvin - Phone: (270) 748-9249 Email: james.galvin@uniti.com

**SUPPLEMENTARY SPECIFICATIONS
US31-E WIDENING (I-265 TO COLONEL HANCOCK DRIVE)
WATER MAIN REPLACEMENT PROJECT
LWC PROJECT 17367**



PROJECT LIMITS

Limits of the referenced project include sections of one (1) major arterial street located in southeastern Louisville in the Bardstown Road area. See Project Drawings for exact locations.

PROJECT SUMMARY

The referenced project consists of the supply and install a total of 520 LF of water main, including supply and install of 520+/- linear feet of 6-inch Pressure Class 350 ductile iron water main. Also included with the project is the supply and installation of 1 fire hydrants, and the supply and transfer, renewal, relocation, or discontinue of 7 customer services. Fire hydrant removal, main cut and plugs, and restoration on and along Project Limits as stated above shall be included. The contractor shall supply and install all materials required for the completion of this project.

SALES TAX EXEMPTION

On March 24, 2023, Governor Beshear signed House Bill (HB) 360 into law, introducing a new sales tax exemption for specific water and/or sewer utilities. HB 360 establishes an exemption for materials purchased by a contractor for installation in a water or sewer project for public utilities outlined in Page 58 and 59 of the bill. The sales tax exemption is retroactive and takes effect from January 1, 2023.

A full copy of the HB 360 can be found at:

<https://apps.legislature.ky.gov/recorddocuments/bill/23RS/hb360/bill.pdf>

Louisville Water is a quasi-municipal corporation covered under HB 360, making all materials purchased for this project tax-exempt. The bid price for this project shall include all applicable governmental fees and taxes except Kentucky sales and usage tax. Sales tax for materials purchased for this project shall be exempt from this bid. Louisville Water will issue a letter of validation for tax exemption to the successful bidder to be presented to vendors when purchasing all materials for this project.

SCOPE OF WORK

1. Supply and install 520+/- linear feet of 6-inch Pressure Class 350 ductile iron water main along Bardstown Road (US31E) from 7704 Bardstown Road to Cedar Creek Road.

2. Supply and install materials necessary to safeload and abandon (in place) 500+/- linear feet of 6-inch ductile iron water main along Bardstown Road (US31E) from 7704 Bardstown Road to Cedar Creek Road including grout, fittings, bends, and appurtenances.
3. Supply and install 6-inch and 8-inch gate valves including fittings, restraints, valve boxes and lids, and keytube pipes as shown on the Project Drawings.
4. Supply and install miscellaneous fittings, bends, sleeves, and restraints necessary for tying into existing water mains as shown on the Project Drawings.
5. Remove 1 fire hydrant. Supply and install 1 fire hydrant.
6. Transfer, renew, relocate, and/or discontinue 7 customer services. If the current meter lid and vault have been changed to an AMI composite lid, then the contractor shall not change the vault and lid when services are renewed. If a service is listed to be renewed and the lid is metal, the contractor shall change the vault and lid to a composite lid and standard Louisville Water Company vault at no additional charge to the contract. All relocated services shall include a standard Louisville Water Company vault and a composite lid meeting AMI standard.
7. All restoration, including but not limited to driveway, sidewalk, yard, etc. shall be completed by the Contractor.
8. Provide traffic control including policing, barricades, signs, warning devices, flaggers, etc.
9. Ground restoration and cleanup work, including seed and straw, straw blanket w/ seed and/or sod in grassy areas shall be performed by a licensed Landscaping Company. See additional information regarding Site Restoration in Restoration section following.
10. Contractor shall supply and install sedimentation and erosion control measures per MSD standards including submittal of erosion control plan and obtaining the necessary permits and approval.
11. Perform all site work, utility relocations, and all other work required to complete the project. Normal work shall be based on KYTC and Louisville Metro permits. In some cases, the permitting authorities restrict work hours from 9am to 3pm. Longer hours may be applied for, upon request, but all work must adhere to the final permitted hours and conditions. No additional payment will be made if the permitting authorities restrict work hours.
12. Contractor shall not mobilize until Pre-construction Meeting has been completed, shop drawings approved, Pre-construction Video completed, and submitted and Contractor has received approval from Project Manager that all permits have been approved.

GENERAL INFORMATION

13. The Contractor is bound by and shall comply with the provisions of the "Louisville Water Company Technical Specifications and Standard Drawings for Pipeline Construction" (2022 Edition) which shall govern work on this project with the following additions/exceptions: All materials shall be supplied and installed by the Contractor. Louisville Water Company will not supply any material. Contractor shall disregard any reference in the Louisville Water Company Technical Specification where it says Louisville Water Company shall/will supply materials. As stated above all materials shall be supplied and installed by the Contractor. Contractor shall comply with: Louisville Water 4" – 20" Pipeline Material Specification, which can be found and downloaded on the Web at "www.louisvillewater.com" under the "Work With Us" tab.

MATERIAL TO BE SUPPLIED BY THE CONTRACTOR

14. The Contractor shall supply all the materials required for the successful completion of the project, except for the meters and dielectric couplings. The Contractor-supplied material shall be manufactured within the same twelve (12) month period as the delivery to the jobsite and must be installed per the Manufacturer's installation instructions.
15. Submittals/shop drawings and Manufacturer's literature for all supplied materials shall be promptly submitted to the Project Manager for approval and shall be submitted before ordering of such material.
16. At the time of delivery to the jobsite, all materials shall be new, clean, and free from dirt and debris. Any damaged or defective material will be rejected and will not be allowed to be installed. Contractor shall be responsible to remove and replace any damaged or defective materials at their own expense.
17. Coordinate submittal with construction schedule and fabrication lead-times.
 - a. Provide a list of submittals.
 - b. No extension of Contract Time will be authorized due to failure to transmit submittals in time to permit processing sufficiently in advance of when materials are required in the Work.
 - c. Project Manager will not accept submittals from sources other than Contractor.
 - d. Digital Submittals are the preferred method and must be in the format of pdf or AutoCad. Paper submittals are also acceptable. Furnish two (2) copies of items submitted for review. One (1) copy will be returned to the Contractor following review, and one (1) copy will be retained by the Project Manager.
18. Compliance with specified product requirements remains Contractor's responsibility regardless of Project Manager's review.

19. Project Manager may respond as follows:
 - a. Rejected – Item is wholly rejected. Contractor to resubmit different item.
 - b. Revise & Resubmit – Item substantially meets criteria, however, additional information, materials, clarity, administrative numbering, or other requires the submittal to be resubmitted for clarification to Project Manager, Contractor, and/or Supplier.
 - c. No Markings – Contractor to furnish the item with all notes made by Project Manager on submittal. Resubmittal not necessary.
 - d. No Exceptions Taken – Acceptable submittal. Resubmittal not necessary.

VIDEO RECORDING / PRECONSTRUCTION PICTURES

20. Please refer to Section 1.6 of the LWC Technical Specifications 2022 for Video Recording. In addition, video recording shall be provided in digital format on a USB flash drive prior to start of construction.
21. Preconstruction pictures shall be provided by the Contractor to the LWC Project Manager prior to construction. The pictures shall be placed in a binder and appropriately labeled for easy reference. A minimum of one picture shall be provided for each property that is impacted by construction. The Contractor shall utilize Kentuckiana Seismic or approved equal for this task.

SITE WORK

22. Utility locations shown on the Project Drawings are from available information and are approximate. The Contractor is responsible for locating all existing utilities including water line facilities prior to start of construction. The Contractor is responsible for relocating any existing utility that is in conflict with the proposed construction at no additional cost to Louisville Water.

RETURN OF USED HYDRANTS

23. Fire hydrants that are discontinued, abandoned, or replaced shall be removed and returned with caps to the LWC Allmond Avenue Warehouse. The Contractor shall also complete Exhibit B - "RETURN OF USED FIRE HYDRANTS" form, sign and submit the form to the LWC Construction Inspector for record keeping and proper accounting. Any removed hydrant that is not returned to the LWC warehouse will be invoiced to the contractor in the amount of \$75 per hydrant.
24. Fire Hydrant Extension Kits shall not be used for any fire hydrant installation on this project. Contractor shall adjust the depth of the water main at the location where a hydrant will be installed to accommodate the height of a standard fire hydrant.

EXCAVATION

25. Excavation on this project shall be unclassified.
26. Rock shall be removed using mechanical methods (backhoe, hoe ram, or rock trenching machine). Blasting shall not be permitted.

CUSTOMER SERVICES FOR AGENCY RELOCATIONS

27. For relocation projects funded by an outside agency, prior to beginning any pipeline work, the Contractor shall make a thorough evaluation of each unknown private service line within the limits of the shut-down to identify private service material types.
28. For those services that are scheduled to be renewed, relocated, or transferred, Contractor shall locate and excavate the property service connection which is usually a few feet away from the meter vault. If the property service connection is not found, the Contractor shall seek permission from the property owner to excavate on private property. The Contractor shall continue to excavate up to 10 feet beyond the property line onto private property to find the connection and determine the private service line material.

Louisville Water Construction Inspector shall verify the private service line material on the customer side of the property service connection. A composite list shall be made by the Louisville Water Construction Inspector of the customer side service line material organized by each service address. The list shall be presented to the Louisville Water Project Manager.

If the material on the customer side is not lead or galvanized, the Contractor shall renew or relocate the entire public side service line from the main to the customer's property service connection.

If the material on the private customer's side is is lead or galvanized, then the Louisville Water Construction Inspector will contact the Customer to make them aware of the replacement work to be completed by the Contractor and the existence of lead/galvanized on the customer's side of the service line. The Louisville Water Construction Inspector shall also inquire if the Customer is willing to have their private service line replaced at no charge to the Customer.

- a. If the Customer is willing to have their private lead/galvanized service line replaced, the Louisville Water Construction Inspector shall obtain a signed Work Authorization Form (WAF) from the Property Owner.
 - a. The Louisville Water Construction Inspector shall update the list provided to the Louisville Water Project Manager.
 - b. The Louisville Water Project Manager shall perform the following:

- i. Negotiate with the Contractor, outside of their contract with the funding Agency, to provide a cost to replace the identified private service lines from the property service connection up to and including the interior shut off valve, utilizing a licensed plumber. The licensed plumber is responsible for obtaining the plumbing permit. OR
 - ii. Contact Louisville Water's Lead Service Replacement Program Coordinator to schedule replacement of the identified private service lines from the property service connection up to and including the interior shut off valve, utilizing program's pre-approved licensed plumbers.
 - iii. All private service line work shall be borne by Louisville Water and not by the relocation project's funding Agency.
- b. If the Customer is not willing to have the lead service line replaced, the Contractor shall replace the entire Louisville Water service line from the main to the customer's property service connection and install a Louisville Water-supplied dielectric coupling between the end of the new Louisville Water service tail piece and the customer's lead/galvanized service line.
 - a. The dielectric coupling shall be composed of a 24" section of like diameter Schedule 80 PVC pipe and a plastic universal transition coupling (supplied by Louisville Water).
 - b. If the Customer's service line is less than 10 feet in length as measured from the building to the dielectric connection, Louisville Water shall retain a licensed electrician to install an appropriate grounding system before the customer's service is relocated.
- c. If the Property Owner is not home during the attempt by the Louisville Water Construction Inspector to notify them of the lead/galvanized service, the Louisville Water Construction Inspector shall leave a door hanger with information about their private service line, Louisville Water's desire to replace the service line, and a Work Authorization Form (WAF).
 - a. The Property Owner has five (5) days to respond to the WAF request.
 - b. Should the Property Owner not respond during this five (5) day period, it shall be assumed that the Property Owner does not want their private service line replaced.
 - c. The Contractor must wait until this five (5) day period expires before renewing the public side of the service line and installing a dielectric coupling. If the service is renewed with no response, the Louisville Water Construction Inspector shall leave the water turned off and a "Major Disturbance" notification with the "need for flushing" box checked.

- d. If the Property Owner does not want their galvanized service line replaced, the Contractor shall tie into non-deteriorated material with the service tailpiece and dielectric coupling.
 - a. If the Contractor encounters a Customer's service line whose material is corroded galvanized and it is found to be difficult to make the connection, the Contractor shall seek permission from the Property Owner to excavate onto the private property.
 - b. The Contractor shall continue to excavate up to 10 feet beyond the property line location on the private property to find non-deteriorated line to tie into the tailpiece. All work on private property and additional service piping that does not replace the entire private service line, shall be completed at no additional cost to Louisville Water.
- 29. All existing 5/8" services shall be renewed with a 3/4" service line.
- 30. All double setter meters shall be relocated. Each service shall be renewed and installed with its own meter vault. Each service shall be reconnected to the existing private customer service at the property line if possible. In some cases, it may not be practical to connect to the private service line at the property line. The Contractor shall anticipate the requirement of additional service line and shall install new service line by digging on the private side until the service line is located at no additional cost to Louisville Water. All work on private property and for additional service line shall be completed by a licensed plumber at no additional cost to Louisville Water.
- 31. Contractor shall not use couplings while installing service lines under paved areas. Full length of service line shall be installed under paved surfaces.
- 32. All service lines within the limits of the project either shown or not shown on the Project Drawings must be protected. The Contractor using a licensed plumber must repair all damaged service lines at no addition cost to Louisville Water.
- 33. During service renewals, meter vault frames and covers that have the old-style locking mechanisms shall be replaced with new frames and covers (supplied by the Contractor). Additionally, where covers are broken or inoperable, the covers and frames shall be replaced. The existing meter vault shall be reused for the renewed service provided the vault is in proper working condition. Vaults that are crushed or broken, or improperly sized, shall be removed and replaced with new vaults (supplied by the contractor).
- 34. Temporary water lines installed for the pipe replacement operations on this project shall be installed and maintained in accordance with the following specifications.

The Contractor shall furnish all piping, fittings, and connections necessary to install a temporary water supply line for the customers located in the Mitchell Hill Road area. Temporary lines that cross roadways or driveways shall be buried. In the event that construction work will be done during freezing weather conditions, temporary water mains shall be buried. All temporary lines attached to fire hydrants shall be constructed to allow easy access to the hydrant should a fire emergency arise. Such connections shall be compatible with the standards of the Louisville Fire Department.

The piping, fittings, and hoses used to construct the temporary system and to make connections to customer services shall be FDA or NSF approved for human consumption. All piping and hoses shall be clean, watertight, and compatible with the flow and pressure requirements of the Louisville Water distribution system.

The Contractor shall disinfect the temporary piping and hoses prior to connection to any customer service. Similar to the acceptance of a water main, temporary water lines will require sampling and testing for chlorine, turbidity, taste, odor, and bacteria. The Contractor shall be responsible for making all connections to the distribution system and the individual customer services.

FLUSHING OF LEAD SERVICES

35. In the event that a lead/galvanized service line is discovered, the Contractor shall be responsible for proper disposal of the flushed water to make sure the water is directed to a drainage line. Contractor shall use caution not to flood the Customer's yard.

WORK SCHEDULE

36. LWC observes designated holidays. No work shall be performed during the holiday periods. All equipment, personnel, and materials shall be removed from the work area. All excavations shall be backfilled and restored. All street cuts shall be paved or patched.
37. Normal work hours shall be limited to approved permit hours. All other work hour requests must be submitted by the Contractor to the approving agency for approval after standard applications have been made and approved.
38. The Contractor shall anticipate the need to work after-hours and on weekends to accommodate all critical customer needs as directed by the LWC Project Manager. All such work will be considered incidental to the project and no additional compensation will be provided. This after-hour work must be pre-approved by the LWC Project Manager.

39. In the case of an emergency, if the Contractor cannot reach the LWC Construction Inspector, the Contractor shall immediately notify the LWC Project Manager about the emergency. If the emergency requires a water main shut-off, the Contractor shall attempt to contact each customer (door-to-door) to alert customers of the emergency situation and the need to shut the main off.

EROSION CONTROL MEASURES

40. An erosion control plan is required for this project. An erosion control plan shall be prepared by the contractor and submitted to Louisville Water for review. The erosion control plan shall be submitted by the Contractor to the respective agencies upon request of Louisville Water. The Contractor is responsible for maintaining all erosion control measures within the project limits in accordance with the latest MSD, Louisville Metro, and Louisville Water specifications. The Contractor is responsible for making all erosion control modifications within the project limits required by MSD, Louisville Metro, Louisville Water, or any other permitting authority at no additional cost to Louisville Water. The Contractor is responsible to rectify any disputes that may arise due to inadequate erosion control measures as determined by MSD, Louisville Metro, Louisville Water, or any other permitting authority.
41. As a minimum, erosion control features shall be provided at catch basins, headwalls and in small ditches where associated construction procedures may cause the transport of sediment into the storm drainage system. When soil is disturbed within grassy areas, erosion control protection shall also be provided at yard drains. Care will be required to minimize stockpiling or placing backfill or excavated materials on roadways.

PIPELINE CONSTRUCTION

42. Prior to the start of any work at the site (including saw-cutting), the Contractor and LWC Construction Inspector shall review the proposed pipeline alignment with respect to the utility locations marked by the local utility locate company, trees, and other existing site improvements.
43. Standard burial depth for new water mains is 42 inches, as measured from the top of ground to the top of the newly installed pipe. While the Contractor is expected to adhere to this standard burial depth requirement at all times, it is understood that revisions to the burial depth will be necessary when the installation of mains and large services conflict with existing utilities and other site improvements. Prior approval from the LWC Project Manager is required for these deviations.
44. The Contractor is cautioned that some large trees are located within the project alignment. Care will be required to minimize damage to trees and tree root systems. Excavations that encounter roots should be backfilled as soon as possible. Severed roots more than 2-inches in diameter shall be cut straight at

an undamaged portion, maintained in a moist condition and then buried as soon as possible. Excavated soil shall not be placed within the dripline of any tree.

When installing main within the dripline of any tree with a diameter of 6 inches or larger, the root system shall be bored. The cost of the tree bore shall be considered incidental to the installation of the pipeline, and no extra compensation will be provided.

All tree root systems that require boring shall be bored a minimum of 20 feet; 10 feet either side of the tree trunk, or beyond tree dripline each side. The bore shall be located a minimum of 4 feet below the ground surface and a minimum of 5 feet from the center of the tree. Note, trees that may need boring may not be shown on Project Drawings. The Contractor shall field verify all trees within the alignment, determine what trees to be bored and include in original bid.

RESTORATION

45. Areas that have landscaping shall be replaced with like materials (mulch, plants, flowers, lawn sod, etc.). The Contractor shall contact each customer with landscaping to be disturbed to give them the option of removing it prior to construction and replacing it. If the customer does not choose this option, the Contractor shall remove it for them or replace it with like materials following construction.
46. For ground restoration of all disturbed areas; including both landscaping and restoration of grassy areas within; lawns, easements and right-of ways, the contractor shall hire a licensed landscaper to perform the work. Landscaping Company's information must be provided to the LWC Project Manager for approval. The contractor shall not use its own forces to perform final ground restoration. Ground restoration shall be warranted for two years from time of acceptance of installation.
47. For all disturbed areas including lawns, the Contractor shall hire a licensed landscaper to perform the yard restoration. Landscaping Company's information must be provided to the LWC Project Manager for approval. The Contractor shall not use its own forces to perform the restoration. Ground restoration of disturbed grassy areas shall consist of installing, seed and straw, straw blanket with seed, or installation of sod then rolled. The Contractor shall agree to install either, at a customer's request when agreed by LWC Project Manager. Sod is to be placed on lawns that have been sodded within the last 2 years. Sod may be approved for select areas where a homeowner has recently installed sod or in special cases where the lawn is in pristine condition. The type of grass seed or sod used shall match the existing grass. Erosion control blanket containing seed (min. 6' wide) shall be placed/pinned along centerline of roadside swales/vegetative ditches or sloped yard areas subject to erosion. Prior to placing seed, straw, blanket or sod, the area shall be leveled to conform

with existing grade, graded to prevent ponding and rocks removed. Place and till 4" of topsoil, rake and feather edges to match existing grade.

48. When fences are disturbed, the Contractor shall contact the customer with the fence to be disturbed to give them the option of removing it prior to construction and replacing it. If the customer does not choose this option, the Contractor shall remove it for them or replace it with like materials following construction.
49. Private Irrigation Lines, when encountered, shall be protected during construction. If these lines are damaged, the Contractor shall hire a qualified licensed plumber to repair the damaged lines at no additional cost to Louisville Water.
50. Existing sidewalks and curbs shall not be disturbed. When sidewalk removal is necessary, the Contractor shall minimize the disturbed area by removing only one section of the sidewalk. Driveways and disturbed sidewalk and curbs must be restored utilizing Historic Concrete Mix, unless the pre-existing concrete was a special mix, or recently installed broom finished standard mix, special stamped concrete, or limestone curb. Any variation from using Historic Mix shall be discussed and approved with/by LWC Project Manager. All historic concrete shall be a sand-grout mix design per Louisville Metro design specification. See specification below.

2.2.2 MATERIALS

Materials used in this construction shall meet the following requirements:

Sand-Grout Concrete Mix Design		
Mix ID: 6-1/2 bag grout – 4,000 psi		
	Weights/Volumes per Cubic Yard (Saturated, Surface-Dry)	Yield, Cu. Ft.
Type 1 Portland Cements (lbs.)	640	3.21
Class F Fly Ash (lbs.)	110	0.70
Class A Sand (lbs.)	2,729	17.02
Water (lbs.) (Gal.-US)	295 (35.3 lbs./Cu. Yd.)	4.73
Total Air (%)	5.0 ± 1.0	1.35
Total		27.0
Add Mixture		
Russ Tech. Finishease NC, (oz.)	29.60	
Air Entrain		
Russ Tech, RSA-10 (ox.-US)	5.9	
Water/Cement Ration (lbs.)	0.40	
Slump	4.00	
Concrete Unit Weight (lbs./cu. Ft.)	139.4	

Compensation for free and negative moisture will be made at the time of batching.

51. Sidewalks and curbs shall be replaced full width from existing joint to joint (partial replacement is not acceptable). All sidewalk construction and replacement shall meet the American Disabilities Act Specifications and requirements (note, flat across drives). Sidewalks shall be replaced per Louisville Metro Public Works Specifications.
52. All concrete driveways that are damaged by construction or specified for replacement on the Project Drawings shall be replaced in their entirety, street to the nearest existing construction joint of the disturbed driveway. Concrete thickness and strength shall be per Louisville Water standard specifications. The style/type shall match the existing driveway. In specific cases the LWC Project Manager retains the right to modify style, type and limits of repair based on field conditions and customer consultation, at no additional cost to Louisville Water.
53. All asphalt driveways shall be restored via a utility cut, as approved by the LWC Project Manager and property owner. Asphalt thickness and strength shall be installed per Louisville Water standard specifications. Asphalt driveway

replacement shall be full width and completed from edge of pavement to edge of right-of-way.

POST CONSTRUCTION

54. All in-line and service valves installed and/or operated during the completion of this project shall be inspected after construction to verify that all valves used by the Contractor are left in the proper operating position. Unless otherwise noted, or directed, all gates shall be left open.

SCHEDULE OF VALUES

55. A Schedule of Values shall be submitted in accordance with Section 1.03 of the Terms and Conditions. The schedule is not limited to but shall include the following:
- Minimum 6% of the total contract pricing restoration line item.
 - Maximum 6% of the total contract pricing mobilization line item.
 - Minimum 2% of the total contract pricing demobilization line item.

Appendix A:

COMPOSITE METER VAULT LID MATERIAL SPECIFICATIONS AND DETAILS

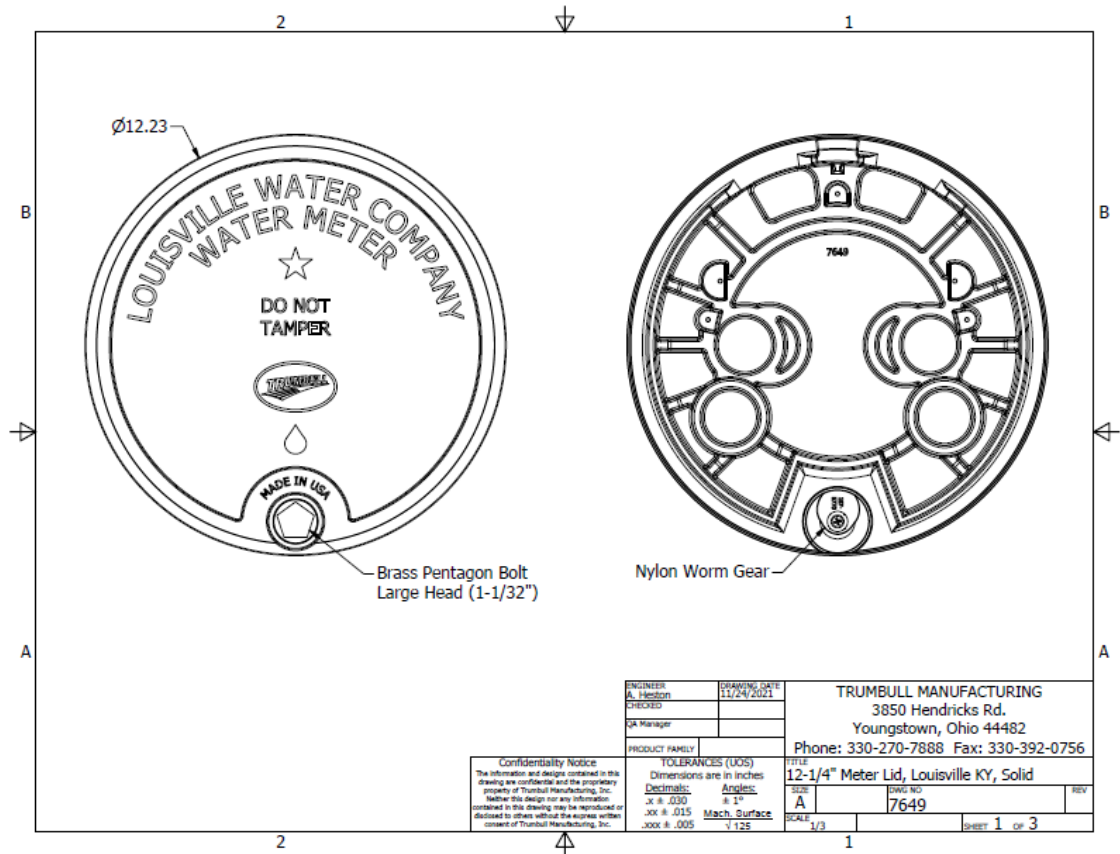
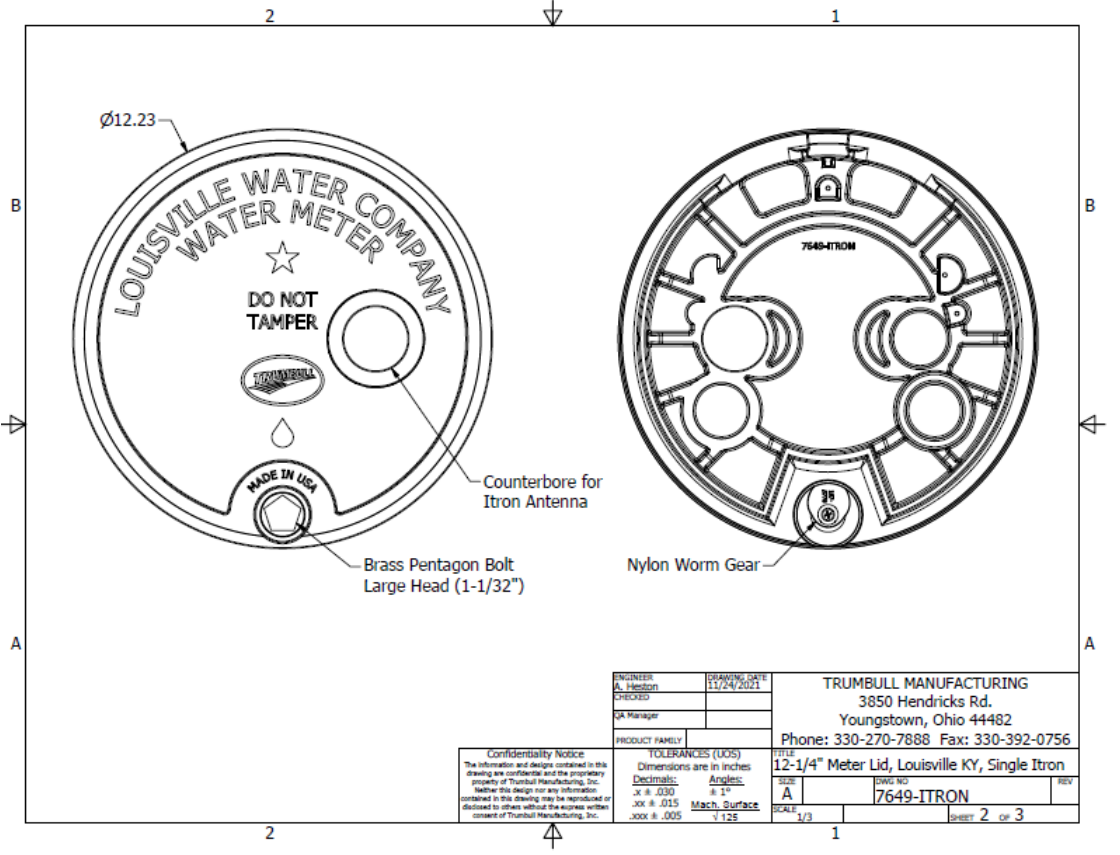
ATTACHMENT A COMPOSITE METER VAULT LIDS

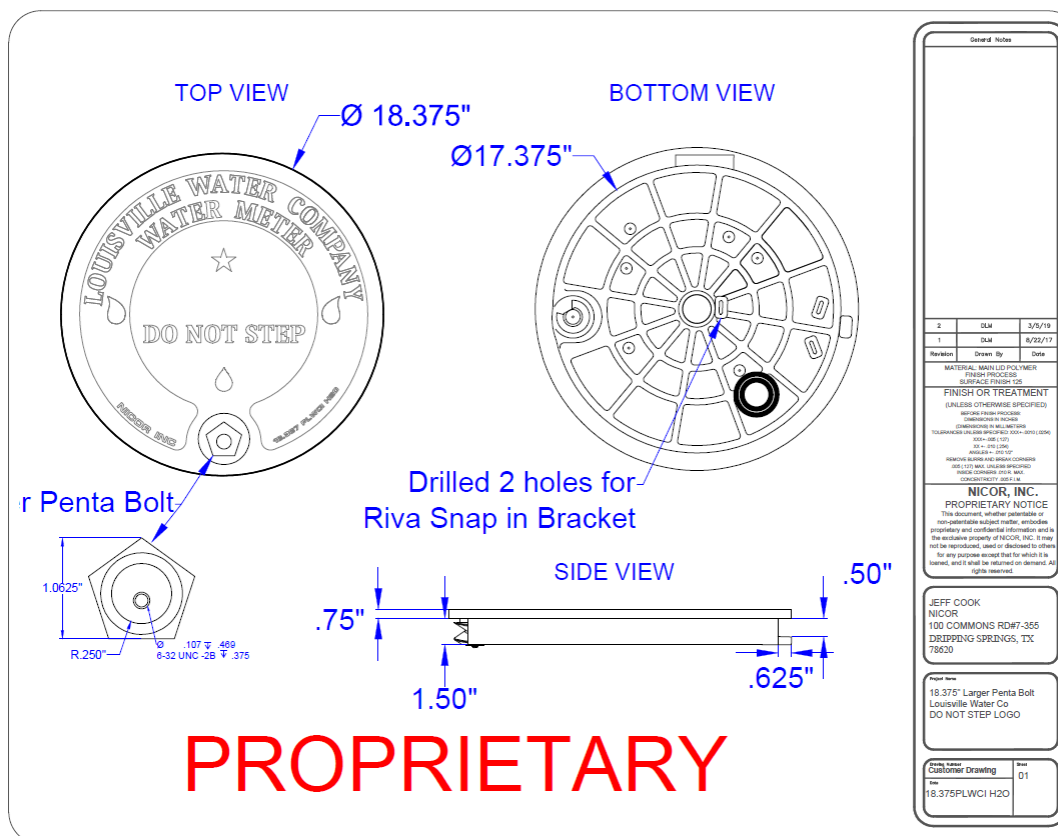
Material Specifications

1. Lids for small to medium size water meter vaults shall be made of composite material designed for Advance Metering Infrastructure equipment.
2. All lids for water meter vaults shall have a locking assembly. Locking Mechanism: The lid will be fastened to the meter pit frame via the use of a metal alloy worm gear latching assembly. The assembly will consist of a standard 1-1/32" silicon bronze pentagon bolt mounted through the top of the lid.
3. Lids must be models and sizes listed in this specification, no substitutions are allowed unless authorized and tested by Louisville Water.

Design Specifications

1. Workmanship
 - A. Lids should be free from any defects, cracks.
2. Dimensions
 - A. Dimensions shall be in accordance with the attached drawings
 - B. Each lid for water meter vaults shall have the words "Louisville Water Company" or "Water Meter" or both.
3. Performance Standards
 - A. Plastic UV Characteristics: Material must be UV stable and capable of retaining its H20 strength for the expected life of the product. The expected life of the product shall be at least 25 years. Documentation shall be included that verifies the UV stability, expected lifetime, and strength through accelerated testing.
 - B. Temperature Range: The meter pit lids must be able to maintain all their physical properties in an operating range of -40 degrees to 190 degrees Fahrenheit.
 - C. Water Absorption: The plastic material must not absorb water as determined by test standard ASTM D 570-98 Water Absorption-24 Hour Method testing.
 - D. Load Rating: All meter pit lids must be H20 rated. See specifications below for load rating for each model.
 - E. Physical Characteristics: Plastic meter pit lids must be light weight, stiff, and impact resistant, with two oval bosses on the underside capable of accepting an Itron Riva snap bracket. The two oval bosses must be integral to the lid, adapters shall not be accepted.
 - F. Composite lids must have the following information formed with the words "Louisville Water Company" or "Water Meter", or both a minimum of 0.7 inches high such that it is legible when installed at ground level. (See Image below). Non-slip: The meter pit lids must be designed to minimize the risk of slips and falls.
 - G. Color: All meter pit lids must be black.





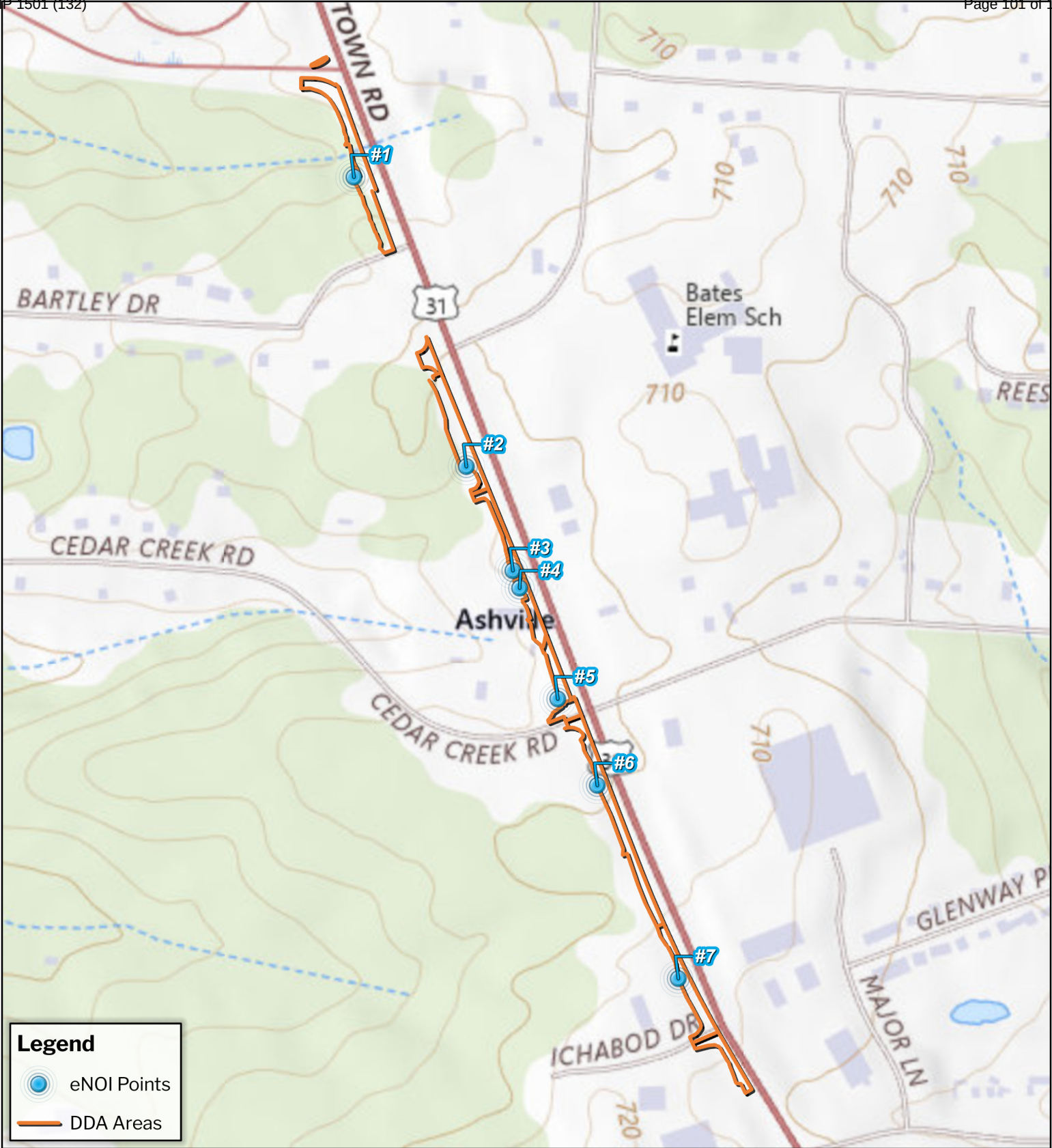


Manufacturer	Part number	Description	Specification
Nicor	21.25PLOUI	Polymer replacement lid R-11	21.25 Lid with Worm Gear Louisville Water
	Nicor 18.00 LLOUI Polymer lid	Polymer replacement Springtop lid	
	Nicor 18.25 LLOUI Polymer lid	Polymer replacement Lg Springtop lid	
Trumbull	7649	12-1/4” Louisville Spec Solid	12.25 Meter Lid Louisville KY_ 7649
	7649-ITRON	12-1/4” Louisville Spec 1 Itron Counterbore	"
	7649-2ITRON	12-1/4” Louisville Spec 2 Itron Counterbores	"
	367-8908	Turtleback	
	Trumbull METER PIT LID 12-1/8" OD 20K	Mueller lid	
	367-5788 for Itron hole	40K# 21" lid	
	800-200-1222036-1	40K# 12-1/4"	
Itron	CFG-0151-010	Standard 5' cable with In-Line connector with .167" diameter protective cover	
	CFG-0151-404	Standard 25' cable with In-Line connector with .167" diameter protective cover	
	CFG-1601-001	Through Lid Mount Kit	
	U896009	OpenWay Riva 500W Module-Pit	
	U896103	OpenWay Cellular Riva 500CW Module-Pit	
	MSC-0018-001	Inline Connector Security Seal	

Special Note for KPDES Stormwater Discharge Permit

KYTC will acquire a KPDES Permit for stormwater point source discharges prior to construction.

Prior to beginning work, the Contractor shall coordinate with the Engineer to ensure completion of the Permit. A copy of the Permit will be provided to the Contractor upon request.



eNOI Locations

Highway Safety Improvement Project
Bardstown Road - US 31E
Jefferson County, KY
KYTC Item No. 5-9047

Credits: USGS The National Map
Coordinate System: NAD 1983 StatePlane Kentucky FIPS 1600 Feet

TEAM KENTUCKY
TRANSPORTATION CABINET

0 250 500
Feet

KYTC BMP Plan for Project Item # **5-9047**



Kentucky Transportation Cabinet

Highway District 5

And

_____ (2), Construction

Kentucky Pollutant Discharge Elimination System

Permit KYR10

Best Management Practices (BMP) plan

Groundwater protection plan

For Highway Construction Activities

For

5-9047, Jefferson, US-31E

Project: CID ## - #####

KYTC BMP Plan for Project Item # **5-9047**

Project information

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

1. Owner – Kentucky Transportation Cabinet, District 5
2. Resident Engineer: (2)
3. Contractor name: (2)
Address: (2)

Phone number: (2)
Contact: (2)
Contractor's agent responsible for compliance with the KPDES permit requirements (3):
4. Project Control Number: (2)
5. Route (Address): US-31E
6. Latitude/Longitude (project mid-point): 38° 08' 03", -85° 34' 47"
7. County (project mid-point): Jefferson
8. Project start date (date work will begin): (2)
9. Projected completion date: (2)

KYTC BMP Plan for Project Item # 5-9047

A. Site description:

1. Nature of Construction Activity (from letting project description): (1)
2. Order of major soil disturbing activities: (2) and (3)
3. Projected volume of material to be moved: 2237 CY (Cut) & 184 CY (Fill);
4. Estimate of total project area (acres): 5.8
5. Estimate of area to be disturbed (acres): 4.6
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.
7. Data describing existing soil condition: (1) & (2)
8. Data describing existing discharge water quality (if any): (1) & (2)
9. Receiving water name: (1)
10. TMDLs and Pollutants of Concern in Receiving Waters: *No TDML's were involved on this project.*
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)

KYTC BMP Plan for Project Item # 5-9047

B. Sediment and Erosion Control Measures:

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

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

2. Following award of the contract, the contractor and resident engineer will annotate the erosion control sheets showing location and type of BMPs for each of the DDAs that will be disturbed at the outset of the project. This annotation will be accompanied by an order of work that reflects the order or sequence of major soil moving activities. The remaining DDAs are to be designated as "Do Not Disturb" until the contractor and resident engineer prepare the plan for BMPs to be employed. The initial BMP's shall be for the first phase (generally Clearing and Grubbing) and shall be modified as needed as the project changes phases. The BMP Plan will be modified to reflect disturbance in additional DDA's as the work progresses. All DDA's will have adequate BMP's in place before being disturbed.
3. As DDAs are prepared for construction, the following will be addressed for the project as a whole or for each DDA as appropriate:
 - Construction Access – This is the first land-disturbing activity. As soon as construction begins, bare areas will be stabilized with gravel and temporary mulch and/or vegetation.
 - 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.

KYTC BMP Plan for Project Item # **5-9047**

- Silt Traps Type C in front of existing pipes 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 and drop inlets 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. Probable changes include:
 - Removal of Silt Traps Type B from ditches and drainways if they are protected with other BMP's which are sufficient to control erosion, i.e. Erosion Control Blanket or Permanent Seeding and Protection on moderate grades.
 - Permanent Seeding and Protection
 - Placing Sod

KYTC BMP Plan for Project Item # 5-9047

- 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: *This project does not include storm water BMPs or flow controls for post-construction use.*

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:**

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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

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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.

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- The spill area will be kept well ventilated and personnel will wear appropriate protective clothing to prevent injury from contact with a hazardous substance.
- Spills of toxic or hazardous material will be reported to the appropriate state/local agency as required by KRS 224 and applicable federal law.
- The spill prevention plan will be adjusted as needed to prevent spills from reoccurring and improve spill response and cleanup.
- Spills of products will be cleaned up promptly. Wastes from spill cleanup 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. *There are no other local (MS4) requirements that are expected to be necessary for this project.*

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. *There are no such BMP's for this project.*

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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 from cleaning concrete trucks and equipment.

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- 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:

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_____ 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.)

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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 name² signature

(3) Signed _____ title _____, _____
Typed or printed name¹ signature

1. 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.
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.

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>

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

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
02671	Portable Changeable Message Sign	Each

Effective June 15, 2012

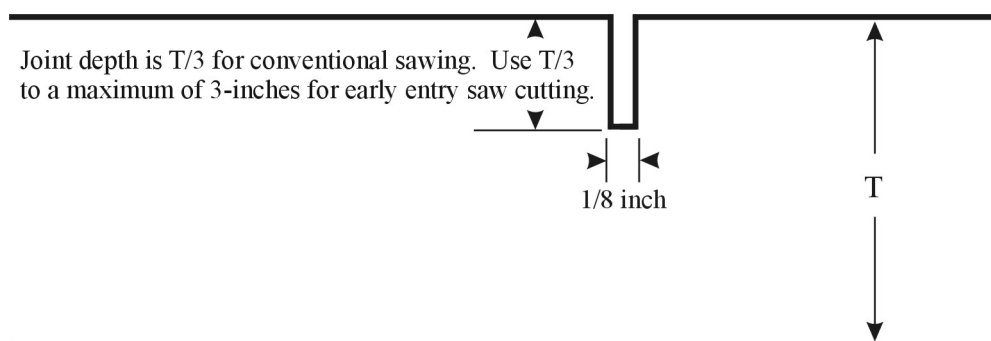
10Y

SPECIAL NOTE FOR UNSEALED JPC PAVEMENT AND SHOULDER JOINTS

This Special Note will apply when indicated on the plans or in the proposal. Section references herein are to the Department's Standard Specifications for Road and Bridge Construction, current edition.

1.0 DESCRIPTION. This Special Note will only apply to concrete pavements placed on a drainage blanket. The Department will allow contraction and construction joints with a joint width of 1/8-inch to be left unsealed. Construct all other pavement joints according to the standard specifications. Seal expansion joints according to the standard specifications.

2.0 CONSTRUCTION. Saw the joints in a timely manner in order to control cracking. When using a conventional saw, cut joints to a depth equal to 1/3 of the pavement thickness (T). When using an early entry saw, cut joints to a depth equal to 1/3 of the pavement thickness (T) to a maximum of 3-inches. Do not bevel the edge of the sawed joint. Keep joints clean and free of saw cuttings.



3.0 MEASUREMENT AND PAYMENT. The Department will not measure for payment any work associated with this Special Note and will consider it incidental to the bid item(s) JPC Pavement and JPC Shoulders.

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).

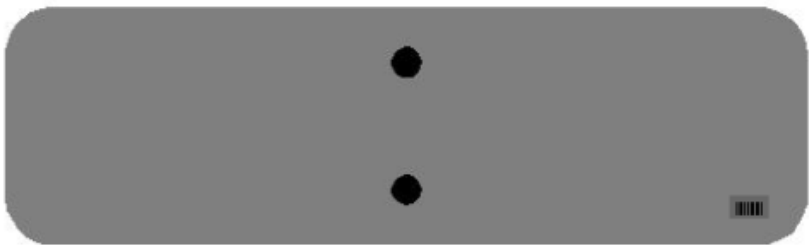
The installation of the permanent sign will be measured in accordance to Section 715.

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

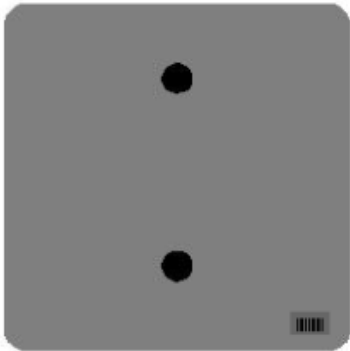
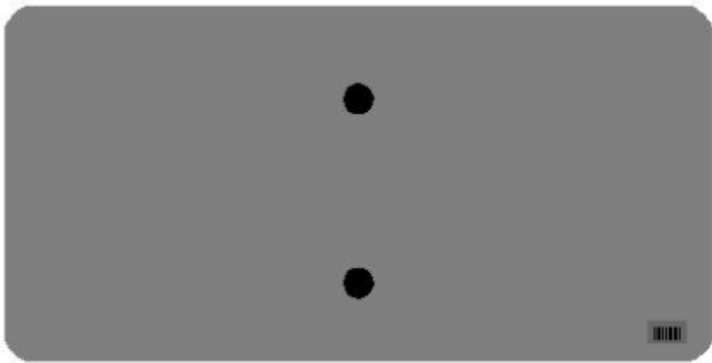
<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
24631EC	Barcode Sign Inventory	Each

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.

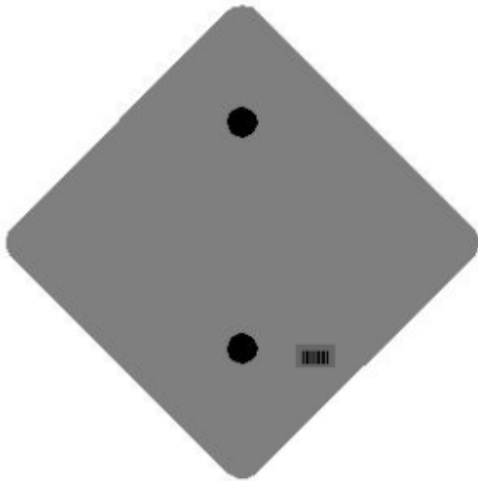
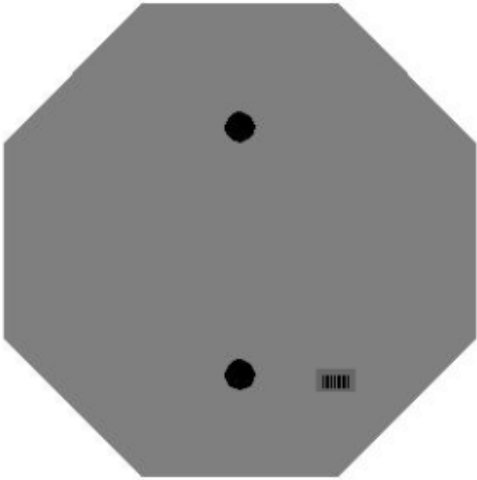
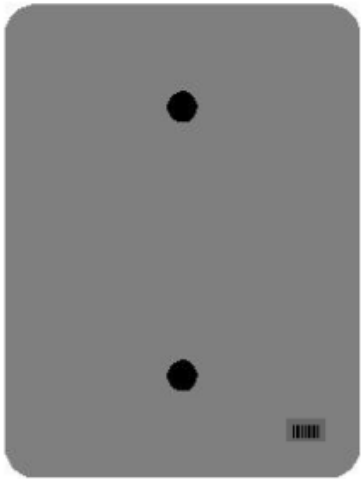
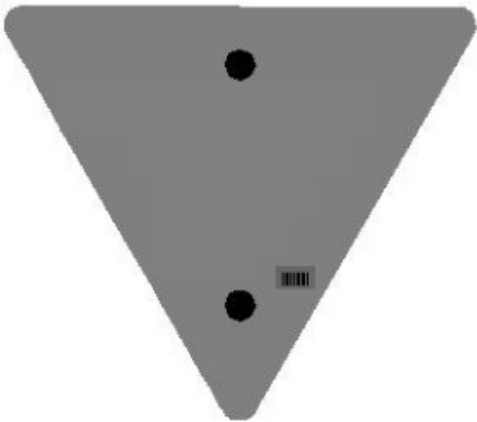
One Sign Post



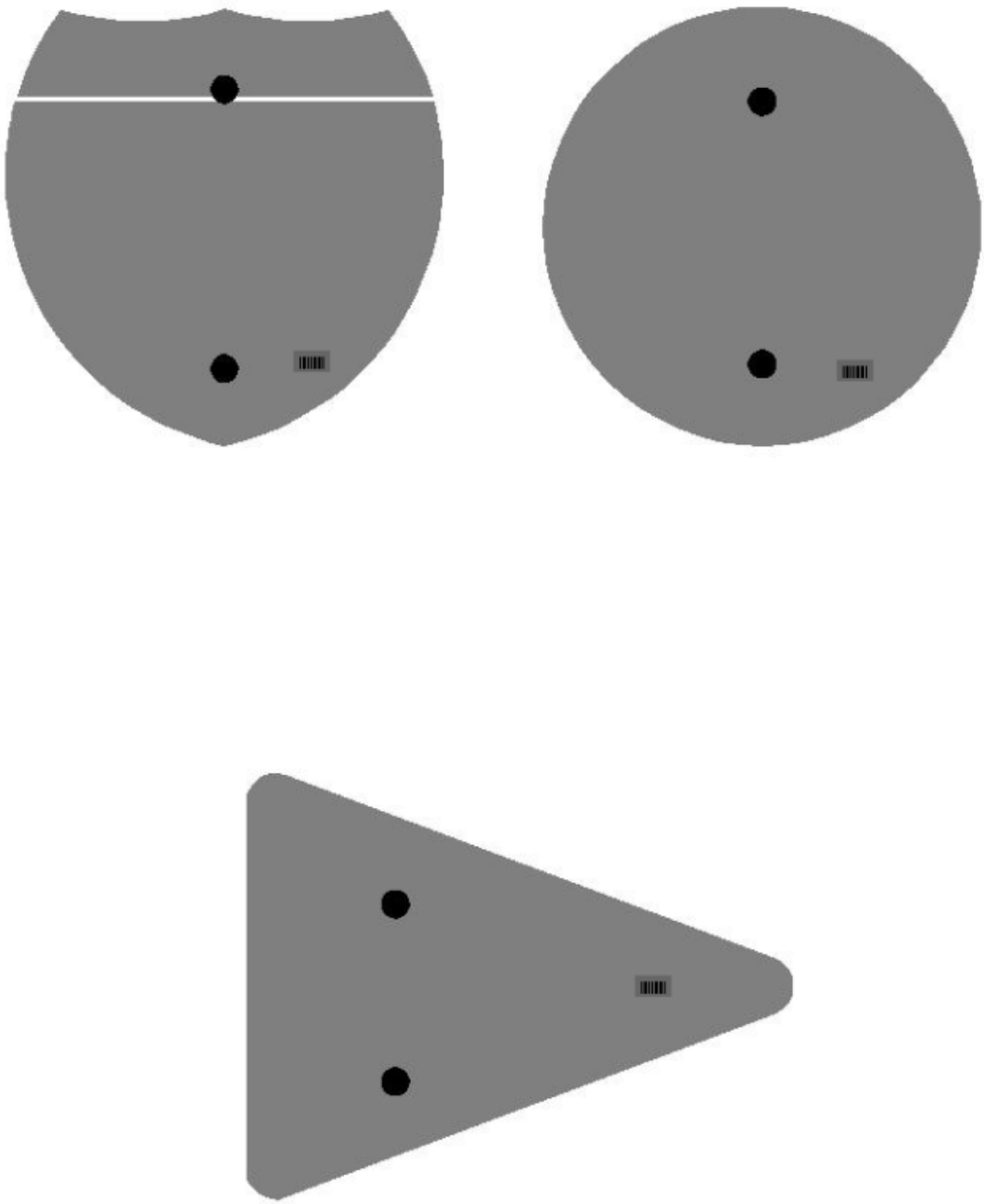
↑
2" Wide Post



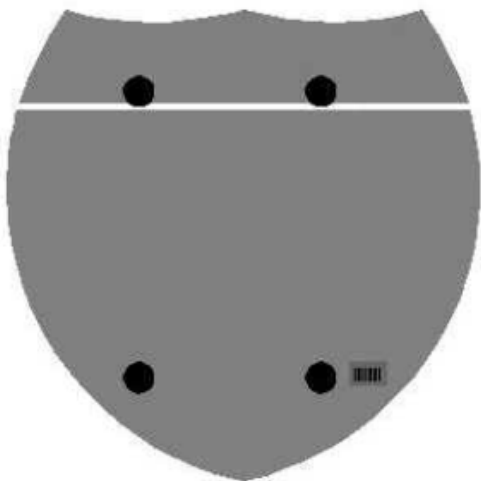
One Sign Post



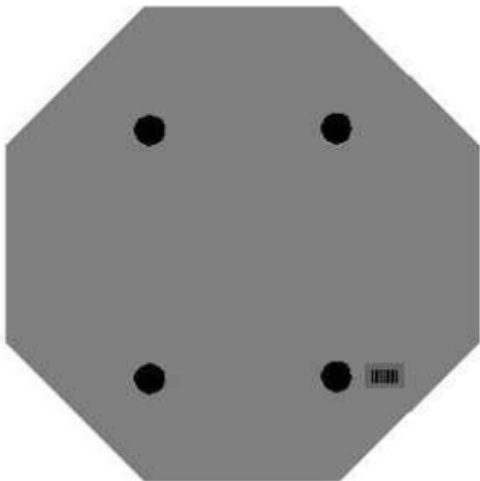
One Sign Post



Double Sign Post

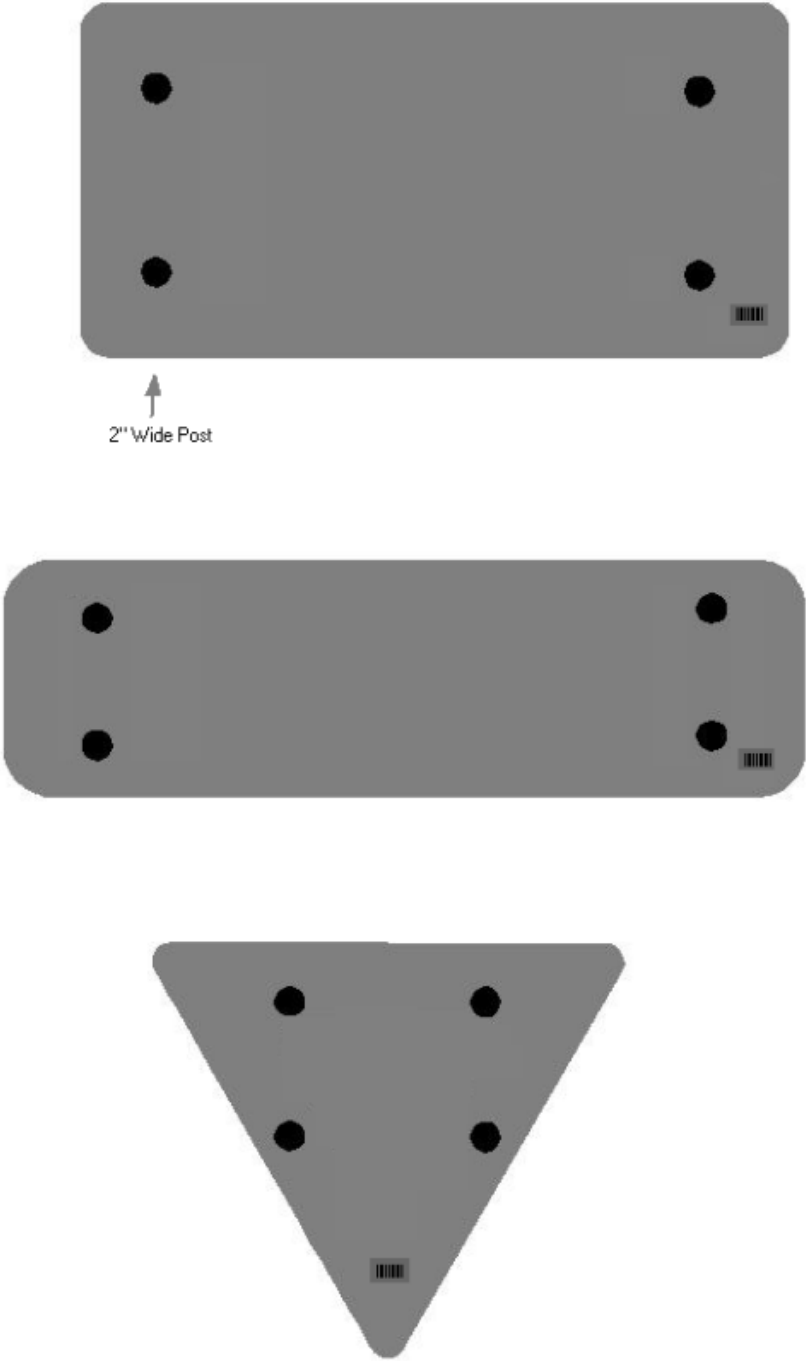


Interstate
Shield



48" Stop

2 Post Signs



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 ° 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.

11N

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 ° 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 ° F			54-56	51-53	48-50	≤ 47
ASTM D 5329	60-100	57-103	104-106	107-109	110-112	≥ 113
Flow, 140 ° 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 ° F (%) ASTM D 5329	≥ 30	≥ 28	26-27	24-25	22-23	≤ 21
Tensile Adhesion, 77 ° F (%) ASTM D 5329	≥ 500	≥ 490	480-489	470-479	460-469	≤ 459
Softening Point, ° F AASHTO T 53	≥ 171	≥ 169	166-168	163-165	160-162	≤ 159
Ductility, 77 ° 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 ° F (cm) ASTM D 113	≥ 30.0	≥ 29.0	28.0-28.9	27.0-27.9	26.0-26.9	≤ 25.9

Code
20071EC

Pay Item
Joint Adhesive

Pay Unit
Linear Foot

May 7, 2014

PART III

EMPLOYMENT, WAGE AND RECORD REQUIREMENTS

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 procurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

3. Records and certified payrolls (29 CFR 5.5)

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

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

of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

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

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

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

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

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

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

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

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

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

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

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

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

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

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

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

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

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

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

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

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

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

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with [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 procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

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

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

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 longstanding 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 administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance.

Revised: January 25, 2017

Standard Title VI/Non-Discrimination Assurances

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

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

Standard Title VI/Non-Discrimination Statutes and Authorities

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

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

EXECUTIVE BRANCH CODE OF ETHICS

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: KY20260038 05/18/2026

State: Kentucky

Construction Types: Highway

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

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

BRIN0004-003 06/01/2024
Rates Fringes
BRICKLAYER (BRECKENRIDGE COUNTY).....\$ 33.70 16.57

BRKY0001-005 06/01/2024
Rates Fringes
BRICKLAYER (BULLITT, CARROLL, GRAYSON, HARDIN,
HENRY, JEFFERSON, LARUE, MARION, MEADE, NELSON,
OLDHAM, SHELBY, SPENCER, & TRIMBLE COUNTIES).....\$ 35.00 17.13

BRKY0002-006 06/01/2024
Rates Fringes
BRICKLAYER (BRACKEN, GALLATIN, GRANT, MASON &
ROBERTSON COUNTIES).....\$ 35.00 17.13

BRKY0007-004 06/01/2024
Rates Fringes
BRICKLAYER (BOYD, CARTER, ELLIOT, FLEMING, GREENUP,
LEWIS & ROWAN COUNTIES).....\$ 41.05 21.79

BRKY0017-004 06/01/2024
Rates Fringes
BRICKLAYER (ANDERSON, BATH, BOURBON, BOYLE, CLARK,
FAYETTE, FRANKLIN, HARRISON, JESSAMINE, MADISON,
MERCER, MONTGOMERY, NICHOLAS, OWEN, SCOTT,
WASHINGTON & WOODFORD COUNTIES).....\$ 35.00 17.13

CARP0064-001 04/01/2025
Rates Fringes
PILEDRIVERMAN.....\$ 34.39 24.06
DIVER.....\$ 51.21 24.06
CARPENTER.....\$ 33.89 24.06

ELEC0212-008 06/02/2025
Rates Fringes
ELECTRICIAN (BRACKEN, GALLATIN AND GRANT COUNTIES)..\$ 38.05 22.97

ELEC0212-014 11/27/2023
Rates Fringes
SOUND & COMMUNICATION TECHNICIAN (BRACKEN, GALLATIN
& GRANT COUNTIES).....\$ 27.20 14.54

ELEC0317-012 06/02/2025
Rates Fringes
ELECTRICIAN: WIREMEN (BOYD, CARTER, ELLIOT & ROWAN
COUNTIES).....\$ 41.15 29.35

ELEC0369-007 05/27/2025
Rates Fringes
ELECTRICIAN (ANDERSON, BATH, BOURBON, BOYLE,
BRECKINRIDGE, BULLITT, CARROLL, CLARK, FAYETTE,
FRAONKLIN, GRAYSON, HARDIN, HARRISON, HENRY,
JEFFERSON, JESSAMINE, LARUE, MADISON, MARION,
MEADE, MERCER, MONTGOMERY, NELSON, NICHOLAS,
OLDHAM, OWEN, ROBERTSON, SCOTT, SHELBY, SPENCER,
TRIMBLE, WASHINGTON, & WOODFORD COUNTIES:).....\$ 40.96 22.44

ELEC0575-002 05/29/2023
Rates Fringes
ELECTRICIAN (FLEMING, GREENUP, LEWIS & MASON
COUNTIES).....\$ 37.00 22.26

ENGI0181-018 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 LEADS EQUALS OR
EXCEEDS 150 FT. - \$1.00 OVER GROUP 1 RATE
EMPLOYEES ASSIGNED TO WORK BELOW GROUND LEVEL ARE
TO BE PAID 10% ABOVE BASIC WAGE RATE. THIS DOES NOT
APPLY TO OPEN CUT WORK.....\$ 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
LEADS EQUALS OR EXCEEDS 150 FT. - \$1.00 OVER GROUP
1 RATE EMPLOYEES ASSIGNED TO WORK BELOW GROUND
LEVEL ARE TO BE PAID 10% ABOVE BASIC WAGE RATE.
THIS DOES NOT APPLY TO OPEN CUT WORK.....\$ 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 CONCRETE PUMP; SKID STEER
MACHINE WITH ALL ATTACHMENTS; SWITCHMAN OR
BRAKEMAN; THROTTLE VALVE PERSON; TRACTAIR & ROAD
WIDENING TRENCHER; TRACTOR (50 H.P. OR OVER); TRUCK
CRANE OILER; TUGGER; WELDING MACHINE; WELL POINTS;
& WHIRLEY OILER CRANES - WITH BOOMS 150 FT. &
OVER (INCLUDING JIB), AND WHERE THE LENGTH OF THE
BOOM IN COMBINATION WITH THE LENGTH OF THE PILING
LEADS EQUALS OR EXCEEDS 150 FT. - \$1.00 OVER GROUP
1 RATE EMPLOYEES ASSIGNED TO WORK BELOW GROUND
LEVEL ARE TO BE PAID 10% ABOVE BASIC WAGE RATE.
THIS DOES NOT APPLY TO OPEN CUT WORK.....\$ 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;
PILEDRIIVER; 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 LEADS EQUALS OR EXCEEDS 150 FT. -
\$1.00 OVER GROUP 1 RATE EMPLOYEES ASSIGNED TO WORK
BELOW GROUND LEVEL ARE TO BE PAID 10% ABOVE BASIC
WAGE RATE. THIS DOES NOT APPLY TO OPEN CUT WORK.....\$ 41.55 19.60

IRON0044-009 06/01/2025
Rates Fringes
IRONWORKER: STRUCTURAL (BRACKEN, GALLATIN, GRANT,
HARRISON, ROBERTSON, BOURBON (NORTHERN THIRD,
INCLUDING TOWNSHIPS OF JACKSON, MILLERSBURG, RUDEL
MILLS & SHAWHAN); CARROLL (EASTERN THIRD,
INCLUDING THE TOWNSHIP OF GHENT); FLEMING (WESTERN
PART, EXCLUDING TOWNSHIPS OF BEECHBURG, COLFAX,
ELIZAVILLE, FLEMINGSBURG, FLEMINGSBURG JUNCTION,
FOXPORT, GRANGE CITY, HILLSBORO, HILLTOP, MOUNT
CARMEL, MUSES MILLS, NEPTON, PECKSRIDGE, PLUMMERS
LANDING, PLUMMERS MILL, POPLAR PLAINS, RINGOS
MILLS, TILT.....\$ 37.77 23.90
IRONWORKER: FENCE ERECTOR (BRACKEN, GALLATIN,
GRANT, HARRISON, ROBERTSON, BOURBON (NORTHERN
THIRD, INCLUDING TOWNSHIPS OF JACKSON, MILLERSBURG,
RUDEL MILLS & SHAWHAN); CARROLL (EASTERN
THIRD, INCLUDING THE TOWNSHIP OF GHENT); FLEMING
(WESTERN PART, EXCLUDING TOWNSHIPS OF BEECHBURG,
COLFAX, ELIZAVILLE, FLEMINGSBURG, FLEMINGSBURG
JUNCTION, FOXPORT, GRANGE CITY, HILLSBORO, HILLTOP,
MOUNT CARMEL, MUSES MILLS, NEPTON, PECKSRIDGE,
PLUMMERS LANDING, PLUMMERS MILL, POPLAR PLAINS,
RINGOS MILLS, T.....\$ 35.88 23.90

IRON0070-006 06/01/2025
Rates Fringes
IRONWORKER (ANDERSON, BOYLE, BRECKINRIDGE, BULLITT,
FAYETTE, FRANKLIN, GRAYSON, HARDIN, HENRY,
JEFFERSON, JESSAMINE, LARUE, MADISON, MARION,
MEADE, MERCER, NELSON, OLDHAM, SHELBY, SPENCER,
TRIMBLE, WASHINGTON & WOODFORD BOURBON
(SOUTHERN TWO-THIRDS, INCLUDING TOWNSHIPS OF
AUSTERLITY, CENTERVILLE, CLINTONVILLE, ELIZABETH,
HUTCHISON, LITTLEROCK, NORTH MIDDLETOWN &
PARIS); CARROLL (WESTERN TWO-THIRDS, INCLUDING
TOWNSHIPS OF CARROLLTON, EASTERDAY, ENGLISH,
LOCUST, LOUIS, PRESTONVILLE &.....\$ 36.17 25.80-----

IRON0769-007 06/01/2025
Rates Fringes
IRONWORKER ZONE 3.....\$ 41.70 29.59
IRONWORKER ZONE 2.....\$ 40.10 29.59
IRONWORKER ZONE 1.....\$ 39.70 29.59

LAB00189-003 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 (BATH,
BOURBON, BOYD, BOYLE, BRACKEN, CARTER, CLARK,
ELLIOTT, FAYETTE, FLEMING, FRANKLIN, GALLATIN,
GRANT, GREENUP, HARRISON, JESSAMINE, LEWIS,
MADISON, MASON, MERCER, MONTGOMERY, NICHOLAS, OWEN,
ROBERTSON, ROWAN, SCOTT, & WOOLFORD COUNTIES).....\$ 27.77 19.66
LABORERS: GROUP 3 ASPHALT LUTEMAN & RAKER; GUNNITE
NOZZLEMAN; GUNNITE OPERATOR & MIXER; GROUT PUMP
OPERATOR; SIDE RAIL SETTER; RAIL PAVED DITCHES;
SCREW OPERATOR; TUNNEL (FREE AIR); WATER BLASTER
(BATH, BOURBON, BOYD, BOYLE, BRACKEN, CARTER,
CLARK, ELLIOTT, FAYETTE, FLEMING, FRANKLIN,
GALLATIN, GRANT, GREENUP, HARRISON, JESSAMINE,
LEWIS, MADISON, MASON, MERCER, MONTGOMERY,
NICHOLAS, OWEN, ROBERTSON, ROWAN, SCOTT, & WOOLFORD
COUNTIES).....\$ 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 (BATH, BOURBON, BOYD, BOYLE, BRACKEN,
CARTER, CLARK, ELLIOTT, FAYETTE, FLEMING, FRANKLIN,
GALLATIN, GRANT, GREENUP, HARRISON, JESSAMINE,
LEWIS, MADISON, MASON, MERCER, MONTGOMERY,
NICHOLAS, OWEN, ROBERTSON, ROWAN, SCOTT, & WOOLFORD
COUNTIES).....\$ 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 (BATH, BOURBON,
BOYD, BOYLE, BRACKEN, CARTER, CLARK, ELLIOTT,
FAYETTE, FLEMING, FRANKLIN, GALLATIN, GRANT,
GREENUP, HARRISON, JESSAMINE, LEWIS, MADISON,
MASON, MERCER, MONTGOMERY, NICHOLAS, OWEN,
ROBERTSON, ROWAN, SCOTT, & WOOLFORD COUNTIES).....\$ 26.87 19.66

LAB00189-008 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
(ANDERSON, BULLITT, CARROLL, HARDIN, HENRY,
JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM,
SHELBY, SPENCER, TRIMBLE & WASHINGTON COUNTIES).....\$ 27.77 19.66
LABORERS: GROUP 3 ASPHALT LUTEMAN & RAKER; GUNNITE
NOZZLEMAN; GUNNITE OPERATOR & MIXER; GROUT PUMP
OPERATOR; SIDE RAIL SETTER; RAIL PAVED DITCHES;
SCREW OPERATOR; TUNNEL (FREE AIR); WATER BLASTER
(ANDERSON, BULLITT, CARROLL, HARDIN, HENRY,
JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM,
SHELBY, SPENCER, TRIMBLE & WASHINGTON 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 (ANDERSON, BULLITT, CARROLL, HARDIN,
HENRY, JEFFERSON, LARUE, MARION, MEADE, NELSON,
OLDHAM, SHELBY, SPENCER, TRIMBLE & WASHINGTON
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 (ANDERSON,
BULLITT, CARROLL, HARDIN, HENRY, JEFFERSON, LARUE,
MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER,
TRIMBLE & WASHINGTON COUNTIES).....\$ 26.87 19.66

LAB00189-009 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
(BRECKINRIDGE & GRAYSON COUNTIES).....\$ 27.77 19.66
LABORERS: GROUP 3 ASPHALT LUTEMAN & RAKER; GUNNITE
NOZZLEMAN; GUNNITE OPERATOR & MIXER; GROUT PUMP
OPERATOR; SIDE RAIL SETTER; RAIL PAVED DITCHES;
SCREW OPERATOR; TUNNEL (FREE AIR); WATER BLASTER
(BRECKINRIDGE & GRAYSON 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 (BRECKINRIDGE & GRAYSON 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 (BRECKINRIDGE &
GRAYSON COUNTIES).....\$ 26.87 19.66

PAIN0012-005 06/11/2005
Rates Fringes
PAINTER: SPRAY (BATH, BOURBON, BOYLE, CLARK,

JEFFERSON COUNTY
HSIP 1501 (132)

FAYETTE, FLEMING, FRANKLIN, HARRISON, JESSAMINE,
MADISON, MERCER, MONTGOMERY, NICHOLAS, ROBERTSON,
SCOTT & WOODFORD COUNTIES).....\$ 21.80 5.90
PAINTER: SANDBLASTING & WATERBLASTING (BATH,
BOURBON, BOYLE, CLARK, FAYETTE, FLEMING, FRANKLIN,
HARRISON, JESSAMINE, MADISON, MERCER, MONTGOMERY,
NICHOLAS, ROBERTSON, SCOTT & WOODFORD COUNTIES).....\$ 22.05 5.90
PAINTER: ELEVATED TANKS; STEEPLEJACK WORK; BRIDGE &
LEAD ABATEMENT (BATH, BOURBON, BOYLE, CLARK,
FAYETTE, FLEMING, FRANKLIN, HARRISON, JESSAMINE,
MADISON, MERCER, MONTGOMERY, NICHOLAS, ROBERTSON,
SCOTT & WOODFORD COUNTIES:)).....\$ 22.30 5.90
PAINTER: BRUSH & ROLLER (BATH, BOURBON, BOYLE,
CLARK, FAYETTE, FLEMING, FRANKLIN, HARRISON,
JESSAMINE, MADISON, MERCER, MONTGOMERY, NICHOLAS,
ROBERTSON, SCOTT & WOODFORD COUNTIES).....\$ 21.30 5.90
PAINTER: BRIDGE/EQUIPMENT TENDER AND/OR CONTAINMENT
BUILDER (BATH, BOURBON, BOYLE, CLARK, FAYETTE,
FLEMING, FRANKLIN, HARRISON, JESSAMINE, MADISON,
MERCER, MONTGOMERY, NICHOLAS, ROBERTSON, SCOTT &
WOODFORD COUNTIES:)).....\$ 18.90 5.90

PAIN0012-017 05/01/2015
Rates Fringes
PAINTER, HEAVY & HIGHWAY BRIDGES - GUARDRAILS -
LIGHTPOLES - STRIPING: SPRAY (BRACKEN, GALLATIN,
GRANT, MASON & OWEN COUNTIES).....\$ 23.89 9.06
PAINTER, HEAVY & HIGHWAY BRIDGES - GUARDRAILS -
LIGHTPOLES - STRIPING: SANDBLASTING & WATER
BLASTING (BRACKEN, GALLATIN, GRANT, MASON & OWEN
COUNTIES).....\$ 24.14 9.06
PAINTER, HEAVY & HIGHWAY BRIDGES - GUARDRAILS -
LIGHTPOLES - STRIPING: ELEVATED TANKS; STEEPLEJACK
WORK; BRIDGE & LEAD ABATEMENT (BRACKEN, GALLATIN,
GRANT, MASON & OWEN COUNTIES).....\$ 24.39 9.06
PAINTER, HEAVY & HIGHWAY BRIDGES - GUARDRAILS -
LIGHTPOLES - STRIPING: BRUSH & ROLLER (BRACKEN,
GALLATIN, GRANT, MASON & OWEN COUNTIES).....\$ 23.39 9.06
PAINTER, HEAVY & HIGHWAY BRIDGES - GUARDRAILS -
LIGHTPOLES - STRIPING: BRIDGE EQUIPMENT TENDER AND
CONTAINMENT BUILDER (BRACKEN, GALLATIN, GRANT,
MASON & OWEN COUNTIES).....\$ 20.73 9.06

PAIN0118-004 06/01/2018
Rates Fringes
PAINTER: SPRAY, SANDBLAST, POWER TOOLS, WATERBLAST
& STEAM CLEANING (ANDERSON, BRECKINRIDGE, BULLITT,
CARROLL, GRAYSON, HARDIN, HENRY, JEFFERSON, LARUE,
MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER,
TRIMBLE & WASHINGTON COUNTIES:)).....\$ 23.00 12.52
PAINTER: BRUSH & ROLLER (ANDERSON, BRECKINRIDGE,
BULLITT, CARROLL, GRAYSON, HARDIN, HENRY,
JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM,
SHELBY, SPENCER, TRIMBLE & WASHINGTON COUNTIES).....\$ 22.00 12.52

PAIN1072-003 12/01/2024
Rates Fringes
PAINTERS: POWER GENERATING FACILITIES (BOYD,
CARTER, ELLIOTT, GREENUP, LEWIS AND ROWAN COUNTIES).\$ 34.29 23.95
PAINTERS: BRIDGES; LOCKS; DAMS; TENSION TOWERS &
ENERGIZED SUBSTATIONS (BOYD, CARTER, ELLIOTT,
GREENUP, LEWIS AND ROWAN COUNTIES).....\$ 37.53 23.95

PLUM0248-003 06/01/2025
Rates Fringes
PLUMBER AND STEAMFITTER (BOYD, CARTER, ELLIOTT,
GREENUP, LEWIS & ROWAN COUNTIES).....\$ 42.75 25.76

PLUM0392-007 06/01/2025
Rates Fringes
PLUMBERS AND PIPEFITTERS (BRACKEN, CARROLL (EASTERN
HALF), GALLATIN, GRANT, MASON, OWEN & ROBERTSON
COUNTIES).....\$ 43.30 27.40

PLUM0502-003 08/01/2024
Rates Fringes

PLUMBER (BRECKINRIDGE, BULLITT, CARROLL (WESTERN
HALF), FRANKLIN (WESTERN THREE-FOURTHS), GRAYSON,
HARDIN, HENRY, JEFFERSON, LARUE, MARION, MEADE,
NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE &
WASHINGTON COUNTIES).....\$ 41.90 24.89

SUKY2010-160 10/08/2001
Rates Fringes
TRUCK DRIVERS: GROUP 4 Euclid & Other Heavy
Earthmoving Equipment & Lowboy; Articulator Cat;
5-Axle Vehicle; Winch & A-Frame when used in
transporting materials; Ross Carrier; Forklift when
used to transport building materials; & Pavement
Breaker.....\$ 16.96 7.34
TRUCK DRIVERS: GROUP 3 Single Axle Dump; Flatbed;
Semi-trailer or Pole Trailer when used to pull
building materials and equipment; Tandem Axle Dump;
Distributor; Mixer; & Truck Mechanic.....\$ 16.86 7.34
TRUCK DRIVERS: GROUP 2 Greaser; Tire Changer; &
Mechanic Tender.....\$ 16.68 7.34
TRUCK DRIVERS: GROUP 1 Mobile Batch Truck Tender...\$ 16.57 7.34

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

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.

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END OF GENERAL DECISION
"

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

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

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

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

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

TO: EMPLOYERS/EMPLOYEES

PREVAILING WAGE SCHEDULE:

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

OVERTIME:

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

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

PART IV

BID ITEMS

261524

Section: 0001 - PAVING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	00003		CRUSHED STONE BASE	3,125.00	TON		\$	
0020	00100		ASPHALT SEAL AGGREGATE	8.00	TON		\$	
0030	00103		ASPHALT SEAL COAT	1.00	TON		\$	
0040	00190		LEVELING & WEDGING PG64-22	317.00	TON		\$	
0050	00214		CL3 ASPH BASE 1.00D PG64-22	1,045.00	TON		\$	
0060	00336		CL3 ASPH SURF 0.38A PG76-22	1,302.00	TON		\$	
0070	02069		JPC PAVEMENT-10 IN	2,922.00	SQYD		\$	
0080	02084		JPC PAVEMENT-8 IN	361.00	SQYD		\$	
0090	20071EC		JOINT ADHESIVE	3,749.00	LF		\$	
0100	24970EC		ASPHALT MATERIAL FOR TACK NON-TRACKING	8.00	TON		\$	

Section: 0002 - ROADWAY

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0110	01718		REMOVE INLET	1.00	EACH		\$	
0120	01810		STANDARD CURB AND GUTTER	291.00	LF		\$	
0130	01915		STANDARD BARRIER MEDIAN TYPE 1	92.00	SQYD		\$	
0140	01919		STANDARD BARRIER MEDIAN TYPE 3	523.00	SQYD		\$	
0150	01922		STANDARD BARRIER MEDIAN TYPE 4 MOD	484.00	SQYD		\$	
0160	01982		DELINEATOR FOR G/R MONO DIRECTIONAL WHITE	5.00	EACH		\$	
0170	01983		DELINEATOR FOR G/R MONO DIRECTIONAL YELLOW	5.00	EACH		\$	
0180	01984		DELINEATOR FOR BARRIER - WHITE	5.00	EACH		\$	
0190	02003		RELOCATE TEMP CONC BARRIER	2,533.00	LF		\$	
0200	02014		BARRICADE-TYPE III	4.00	EACH		\$	
0210	02091		REMOVE PAVEMENT	4,665.00	SQYD		\$	
0220	02159		TEMP DITCH	1,814.00	LF		\$	
0230	02160		CLEAN TEMP DITCH	907.00	LF		\$	
0240	02200		ROADWAY EXCAVATION	2,826.00	CUYD		\$	
0250	02242		WATER	1,030.00	MGAL		\$	
0260	02351		G/R-W BEAM-S FACE TL-3	400.00	LF		\$	
0270	02367		G/R END TREATMENT TYPE 1	2.00	EACH		\$	
0280	02370		G/R END TREATMENT TYPE 2M	2.00	EACH		\$	
0290	02545		CLEARING AND GRUBBING APPROXIMATELY 4.60 ACRES	1.00	LS		\$	
0300	02562		TEMPORARY SIGNS	217.00	SQFT		\$	
0310	02603		FABRIC-GEOTEXTILE CLASS 2	2,111.00	SQYD		\$	
0320	02650		MAINTAIN & CONTROL TRAFFIC	1.00	LS		\$	
0330	02695		RUMBLE STRIPS TYPE 3	220.00	LF		\$	
0340	02697		EDGE LINE RUMBLE STRIPS	1,214.00	LF		\$	
0350	02701		TEMP SILT FENCE	1,814.00	LF		\$	
0360	02703		SILT TRAP TYPE A	5.00	EACH		\$	

Report Date 10/21/26

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0370	02704		SILT TRAP TYPE B	5.00	EACH		\$	
0380	02705		SILT TRAP TYPE C	5.00	EACH		\$	
0390	02706		CLEAN SILT TRAP TYPE A	5.00	EACH		\$	
0400	02707		CLEAN SILT TRAP TYPE B	5.00	EACH		\$	
0410	02708		CLEAN SILT TRAP TYPE C	5.00	EACH		\$	
0420	02720		SIDEWALK-4 IN CONCRETE	162.00	SQYD		\$	
0430	02726		STAKING	1.00	LS		\$	
0440	02898		RELOCATE CRASH CUSHION	1.00	EACH		\$	
0450	03171		CONC BARRIER WALL TYPE 9T	4,508.00	LF		\$	
0460	03240		BASE FAILURE REPAIR	502.00	SQYD		\$	
0470	04939		REMOVE POLE	2.00	EACH		\$	
0480	05950		EROSION CONTROL BLANKET	397.00	SQYD		\$	
0490	05952		TEMP MULCH	447.00	SQYD		\$	
0500	05953		TEMP SEEDING AND PROTECTION	339.00	SQYD		\$	
0510	05963		INITIAL FERTILIZER	0.30	TON		\$	
0520	05964		MAINTENANCE FERTILIZER	0.20	TON		\$	
0530	05985		SEEDING AND PROTECTION	5,106.00	SQYD		\$	
0540	05992		AGRICULTURAL LIMESTONE	3.00	TON		\$	
0550	06510		PAVE STRIPING-TEMP PAINT-4 IN	10,393.00	LF		\$	
0560	06542		PAVE STRIPING-THERMO-6 IN W	4,599.00	LF		\$	
0570	06543		PAVE STRIPING-THERMO-6 IN Y	3,489.00	LF		\$	
0580	06546		PAVE STRIPING-THERMO-12 IN W	619.00	LF		\$	
0590	06547		PAVE STRIPING-THERMO-12 IN Y	171.00	LF		\$	
0600	06565		PAVE MARKING-THERMO X-WALK-6 IN	2,754.00	LF		\$	
0610	06568		PAVE MARKING-THERMO STOP BAR-24IN	874.00	LF		\$	
0620	06569		PAVE MARKING-THERMO CROSS-HATCH	229.00	SQFT		\$	
0630	06574		PAVE MARKING-THERMO CURV ARROW	25.00	EACH		\$	
0640	06575		PAVE MARKING-THERMO COMB ARROW	1.00	EACH		\$	
0650	06576		PAVE MARKING-THERMO ONLY	3.00	EACH		\$	
0660	06598		PAVEMENT MARKING REMOVAL	1,164.00	SQFT		\$	
0670	06610		INLAID PAVEMENT MARKER-MW	115.00	EACH		\$	
0680	06611		INLAID PAVEMENT MARKER-MY	51.00	EACH		\$	
0690	06612		INLAID PAVEMENT MARKER-BY	5.00	EACH		\$	
0700	08540		JOINT SEALING	2,068.00	LF		\$	
0710	08904		CRASH CUSHION TY 6 CLASS C TL3	7.00	EACH		\$	
0720	10020NS		FUEL ADJUSTMENT	965.00	DOLL	\$1.00	\$	\$965.00
0730	10030NS		ASPHALT ADJUSTMENT	10,789.00	DOLL	\$1.00	\$	\$10,789.00
0740	20191ED		OBJECT MARKER TY 3	3.00	EACH		\$	
0750	20550ND		SAWCUT PAVEMENT	3,096.00	LF		\$	
0760	21289ED		LONGITUDINAL EDGE KEY	1,026.00	LF		\$	
0770	21373ND		REMOVE SIGN	1.00	EACH		\$	
0780	21417ES717		PAVE MARK THERMO CONE CAP-SOLID YELLOW	4.00	SQFT		\$	
0790	22664EN		WATER BLASTING EXISTING STRIPE	7,211.00	LF		\$	
0800	23158ES505		DETECTABLE WARNINGS	122.00	SQFT		\$	
0810	23254ES717		PAVE MARK TY 1 TAPE DOTTED LANE EXT	1,211.00	LF		\$	
0820	23261EC		PAVE MARK-THERMO-X-WALK-24 IN	80.00	LF		\$	
0830	23269ES717		PAVE MARK TY 1 TAPE-COMBO ARROW	12.00	EACH		\$	
0840	23270ES717		PAVE MARK TY 1 TAPE-CURV ARROW	71.00	EACH		\$	

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LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0850	24683ED		PAVE MARKING-THERMO DOTTED LANE EXTEN	364.00	LF		\$	
0860	24728EX		ROCK ROADBED	1,407.00	CUYD		\$	
0870	24880EC		REMOVE PAVEMENT MARKER	35.00	EACH		\$	
0880	24899EC		PAVE MARKING-THERMO ELONG ROUTE SHIELD	2.00	EACH		\$	
0890	26166ES717		PAVE MARK TY 1 TAPE CHEVRON	381.00	SQFT		\$	
0900	26240EC		PAVE STRIPE-WET REF CONT TAPE-6 IN W	17,126.00	LF		\$	
0910	26241EC		PAVE STRIPE-WET REF CONT TAPE-6 IN Y	10,663.00	LF		\$	
0920	26242EC		PAVE STRIPE-WET REF CONT TAPE-12 IN W	3,514.00	LF		\$	

Section: 0003 - DRAINAGE

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0930	00440		ENTRANCE PIPE-15 IN	45.00	LF		\$	
0940	00441		ENTRANCE PIPE-18 IN	36.00	LF		\$	
0950	00524		STORM SEWER PIPE-24 IN	20.00	LF		\$	
0960	01204		PIPE CULVERT HEADWALL-18 IN	2.00	EACH		\$	
0970	01310		REMOVE PIPE	24.00	LF		\$	
0980	01511		DROP BOX INLET TYPE 5D	2.00	EACH		\$	
0990	02607		FABRIC-GEOTEXTILE CLASS 2 FOR PIPE	20.00	SQYD	\$2.00	\$	\$40.00

Section: 0004 - UTILITY

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1000	02690		SAFELOADING	3.80	CUYD		\$	
1010	14019		W FIRE HYDRANT ASSEMBLY	1.00	EACH		\$	
1020	14021		W FIRE HYDRANT REMOVE	1.00	EACH		\$	
1030	14036		W PIPE DUCTILE IRON 06 INCH	520.00	LF		\$	
1040	14037		W PIPE DUCTILE IRON 08 INCH	10.00	LF		\$	
1050	14094		W TIE-IN 06 INCH	2.00	EACH		\$	
1060	14095		W TIE-IN 08 INCH	1.00	EACH		\$	
1070	14105		W VALVE 06 INCH GATE VALVE AND SLEEVE	4.00	EACH		\$	
1080	14106		W VALVE 08 INCH GATE VALVE AND SLEEVE	1.00	EACH		\$	
1090	14149		W SERV COPPER SHORT SIDE 1 IN	1.00	EACH		\$	
1100	14151		W SERV COPPER SHORT SIDE 2 IN	2.00	EACH		\$	
1110	14152		W SERV COPPER SHORT SIDE 3/4 IN	3.00	EACH		\$	

Section: 0005 - SIGNING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1120	06405		SBM ALUMINUM PANEL SIGNS	2,402.00	SQFT		\$	
1130	06406		SBM ALUM SHEET SIGNS .080 IN	209.00	SQFT		\$	
1140	06407		SBM ALUM SHEET SIGNS .125 IN	107.00	SQFT		\$	
1150	06410		STEEL POST TYPE 1	365.00	LF		\$	

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LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1160	06441		GMSS GALV STEEL TYPE C	2,510.00	LB		\$	
1170	06451		REMOVE SIGN SUPPORT BEAM	1.00	EACH		\$	
1180	06479		OSS GALV STEEL 80 FT TRUSS	1.00	EACH		\$	
1190	06490		CLASS A CONCRETE FOR SIGNS	57.20	CUYD		\$	
1200	06491		STEEL REINFORCEMENT FOR SIGNS	5,583.00	LB		\$	
1210	20418ED		REMOVE & RELOCATE SIGNS	1.00	EACH		\$	
1220	20419ND		ROADWAY CROSS SECTION	1.00	EACH		\$	
1230	21373ND		REMOVE SIGN OVERHEAD PANEL	8.00	EACH		\$	
1240	21373ND		REMOVE SIGN SHEET SIGN	9.00	EACH		\$	
1250	21596ND		GMSS TYPE D	4.00	EACH		\$	
1260	21596ND		GMSS TYPE D SURFACE MOUNT	5.00	EACH		\$	
1270	23639ED		REM SIGN BRIDGE MOUNT ATTACHMENT	2.00	EACH		\$	
1280	24601EC		INSTALL PANEL SIGN ON OVERHEAD SIGN SUPPORT	9.00	EACH		\$	
1290	24631EC		BARCODE SIGN INVENTORY	39.00	EACH		\$	

Section: 0006 - SIGNALIZATION

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1300	04780		FUSED CONNECTOR KIT	24.00	EACH		\$	
1310	04811		ELECTRICAL JUNCTION BOX TYPE B	3.00	EACH		\$	
1320	04820		TRENCHING AND BACKFILLING	190.00	LF		\$	
1330	04844		CABLE-NO. 14/5C	2,000.00	LF		\$	
1340	04845		CABLE-NO. 14/7C	2,505.00	LF		\$	
1350	04886		MESSENGER-15400 LB	470.00	LF		\$	
1360	04932		INSTALL STEEL STRAIN POLE	4.00	EACH		\$	
1370	04950		REMOVE SIGNAL EQUIPMENT	1.00	EACH		\$	
1380	04960		REMOVE AND REPLACE SIDEWALK	16.60	SQYD		\$	
1390	06472		INSTALL SPAN MOUNTED SIGN	4.00	EACH		\$	
1400	20093NS835		INSTALL PEDESTRIAN HEAD-LED	9.00	EACH		\$	
1410	20188NS835		INSTALL LED SIGNAL-3 SECTION	6.00	EACH		\$	
1420	20266ES835		INSTALL LED SIGNAL- 4 SECTION	4.00	EACH		\$	
1430	21543EN		BORE AND JACK CONDUIT	110.00	LF		\$	
1440	21743NN		INSTALL PEDESTRIAN DETECTOR	9.00	EACH		\$	
1450	23068NN		REMOVE & REINSTALL COORDINATING UNIT	1.00	EACH		\$	
1460	23157EN		TRAFFIC SIGNAL POLE BASE	16.49	CUYD		\$	
1470	23222EC		INSTALL SIGNAL PEDESTAL	8.00	EACH		\$	
1480	24528ED		TETHER WIRE	470.00	LF		\$	
1490	24900EC		PVC CONDUIT-1 1/4 IN-SCHEDULE 80	160.00	LF		\$	
1500	24901EC		PVC CONDUIT-2 IN-SCHEDULE 80	145.00	LF		\$	
1510	24908EC		INSTALL SIGNAL CONTROLLER-TY ATC	1.00	EACH		\$	
1520	26119EC		INSTALL RADAR PRESENCE DETECTOR TYPE A	6.00	EACH		\$	
1530	26120EC		INSTALL RADAR ADVANCE DETECTOR TYPE B	2.00	EACH		\$	

Section: 0007 - TRAFFIC LOOPS

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1540	04793		CONDUIT-1 1/4 IN	80.00	LF		\$	
1550	04795		CONDUIT-2 IN	25.00	LF		\$	
1560	04820		TRENCHING AND BACKFILLING	95.00	LF		\$	
1570	04829		PIEZOELECTRIC SENSOR	5.00	EACH		\$	
1580	04830		LOOP WIRE	2,400.00	LF		\$	
1590	04895		LOOP SAW SLOT AND FILL	450.00	LF		\$	
1600	20359NN		GALVANIZED STEEL CABINET	4.00	EACH		\$	
1610	20360ES818		WOOD POST	4.00	EACH		\$	
1620	20391NS835		ELECTRICAL JUNCTION BOX TYPE A	2.00	EACH		\$	

Section: 0008 - DEMOBILIZATION &/OR MOBILIZATION

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1630	02569		DEMOBILIZATION	1.00	LS		\$	