



**CALL NO. 104**

**CONTRACT ID. 242974**

**JEFFERSON COUNTY**

**FED/STATE PROJECT NUMBER STPBRO 0503 (260)**

**DESCRIPTION KENNEDY BRIDGE (I-65)**

**WORK TYPE BRIDGE REPAIR MISCELLANEOUS WORK**

**PRIMARY COMPLETION DATE 12/1/2024**

**LETTING DATE: January 25,2024**

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN STANDARD TIME January 25,2024. Bids will be publicly announced at 10:00 AM EASTERN STANDARD TIME.

**NO PLANS ASSOCIATED WITH THIS PROJECT.**

**DBE CERTIFICATION REQUIRED - 0%**

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

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

ADMINISTRATIVE DISTRICT - 05

CONTRACT ID - 242974  
STPBRO 0503 (260)  
COUNTY - JEFFERSON  
PCN - MB05600652401  
STPBRO 0503 (260)

KENNEDY BRIDGE (I-65) BRIDGE 056B00214L OVER OHIO RIVER AT MP 137.20BRIDGE REPAIR  
MISCELLANEOUS WORK SYP NO. 05-10074.00.  
GEOGRAPHIC COORDINATES LATITUDE 38:15:53.00 LONGITUDE 85:44:37.00  
ADT

COMPLETION DATE(S):  
COMPLETED BY 12/01/2024      APPLIES TO ENTIRE CONTRACT

## **CONTRACT NOTES**

### **PROPOSAL ADDENDA**

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

### **BID SUBMITTAL**

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

### **JOINT VENTURE BIDDING**

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

### **UNDERGROUND FACILITY DAMAGE PROTECTION**

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

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

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

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

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

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

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

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

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

### **HARDWOOD REMOVAL RESTRICTIONS**

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

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

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

### **ACCESS TO RECORDS**

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

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

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

### **BOYCOTT PROVISIONS**

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

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

### **LOBBYING PROHIBITIONS**

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

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

October 4, 2023

## 1.0 BUY AMERICA REQUIREMENT.

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

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

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

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

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

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

Use foreign materials only under the following conditions:

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

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

## 2.0 – BUILD AMERICA, BUY AMERICA (BABA)

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

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

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

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

10/26/2023

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

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

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

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

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

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

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

October 26, 2023 Letting

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

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

Date Submitted:\_\_\_\_\_

Contractor:\_\_\_\_\_

Signature:\_\_\_\_\_

Printed Name:\_\_\_\_\_

Title:\_\_\_\_\_

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

## **FEDERAL CONTRACT NOTES**

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

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

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

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

### **NOTICE TO ALL BIDDERS**

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

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

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

### **SECOND TIER SUBCONTRACTS**

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

### **DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

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

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

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

### **DBE GOAL**

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

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

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

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

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

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

### **CERTIFICATION OF CONTRACT GOAL**

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

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

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

### **DBE PARTICIPATION PLAN**

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

The DBE Participation Plan shall include the following:

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

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

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

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

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

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

**CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS**

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

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

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

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

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

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

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

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

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

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

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

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

### **PROMPT PAYMENT**

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

### **CONTRACTOR REPORTING**

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 7 is expanded by the following new Article:

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

Pursuant to Title 46CFR Part 381, the Contractor agrees

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

PROJECT SITE MAP

John F Kennedy Bridge (I-65 SB) over Ohio River  
Jefferson County  
Louisville, Kentucky  
056B00214L



**SPECIAL NOTES**  
**DISTRICT NO. 5**  
**JEFFERSON COUNTY**  
**BRIDGE REPAIR MISCELLANEOUS WORK**  
**SYP ITEM NUMBER 5-10074.00 ~ STPBRO 0503 (260)**  
**CID 242974**

**FD52 056 0065 136-137**

Jefferson County ~ I-65 SB (Kennedy Bridge) over Ohio River  
**Bridge Number 056B00214L**

Geographic Coordinates  
Latitude 38° 15' 53.00'' (38.2647)  
Longitude -85° 44' 37.00'' (-85.7436)

**Description**  
2498' Span Steel Continuous Through Truss.  
Drawing Nos. 14525, 14744, 23792 and 26886.

**SPECIAL NOTES FOR  
BRIDGE REPAIR MISCELLANEOUS WORK**

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

SPECIAL NOTE FOR CONTRACT DOCUMENT

SPECIAL NOTE FOR TRAFFIC CONTROL ON BRIDGE REPAIR CONTRACTS

SPECIAL NOTE FOR TEMPORARY WORKSITE SPEED LIMIT SIGN ASSEMBLY

SPECIAL NOTE FOR PORTABLE CHANGEABLE MESSAGE SIGNS

SPECIAL NOTE FOR PORTABLE QUEUE WARNING SYSTEM

SPECIAL NOTE FOR TRAFFIC QUEUE PROTECTION VEHICLE

SPECIAL NOTE FOR BOLTING PROCEDURES OF FULLY TREADED RODS

SPECIAL NOTE FOR FINGER EXPANSION JOINT

SPECIAL NOTE FOR BRIDGE PLANS

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

**I. COMPLETION DATE.** The Contractor has the option of selecting the starting date for this Contract. Once selected, notify the Department in writing of the date selected at least two weeks prior to beginning work. All work is to be completed by December 1, 2024 at 5:00 AM. An allotted number of Calendar days are assigned to each phase in this contract. The Contractor shall have 45 days to complete Phase 1A and Phase 1B. Only 17 consecutive days of this may include the Phase 1B closures as shown on the conceptual MOT drawings at PP0. Similarly, the Contractor shall have up to 45 days to complete Phase 2A and Phase 2B. Only 17 consecutive days of this may include the Phase 2B closures as shown on the conceptual MOT drawings at PP0. Phase 1 and 2 shall be performed consecutively. Plan Set C items may begin during Phase 1 and 2 but duration of prescribed lane closure as shown in the conceptual drawings may not be increased. If not completed during the allotted days for Phase 1 and 2, Plan Set C work items will be finished under Phase 3 and Phase 4 as prescribed in the Special Note for Traffic Control on Bridge Repair Contracts. Phase 3 and Phase 4 shall not begin until after traffic lanes are restored to their original configuration upon completion of Phase 1 and Phase 2.

Plan Set A – Truss Bearing Repair and Plan Set B – Remove and Replace Finger Joints	
PHASE	ALLOTTED DAYS
PHASE 1 Total	45
PHASE 1B – US, PP 0 Only	17
PHASE 2 Total	45
PHASE 2B – DS, PP 0 Only	17

Plan Set C – T1 Steel Plating and Coring	
PHASE	ALLOTTED DAYS
PHASE 3 – US Truss	30
PHASE 4 – DS Truss	7

Contrary to Kentucky Transportation Cabinet Department of Highways Standard Specifications for Road and Bridge Construction, Edition of 2019 (Standard Specifications), Section 108.07.03, the Engineer will begin charging calendar days for a bridge on the day the Contractor sets up long term traffic control. The Engineer will charge calendar days, regardless of holidays or seasonal weather limitations.

Daily, single lane closures are permitted prior to Phase 1. The intent of the lane closure is to obtain field measurements for fabrication of new steel plates, new finger plate assemblies, new truss bearing components and temporary hold downs. The Contractor may perform the proof load testing of the Gen 2 anchor rods, install the temporary hold down components, and install temporary jacking support. DO NOT stress the hold down threaded rods or engage the jack support system until Phase 1 MOT is installed. No other construction activities are permitted during this time, unless approved by the Engineer.

These daily, single lane closures will not count against the allotted calendar days listed above.

## **II. LIQUIDATED DAMAGES AND PENALTIES.**

Liquidated damages will be assessed the Contractor in accordance with the Standard Specifications, Section 108.09, when either the allotted number of calendar days or the December 1, 2024 date is exceeded.

Contrary to the Standard Specifications, liquidated damages will be assessed to the Contractor during the months of December, January, February and March when the contract time has expired. Contract time will be charged during these months.

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

In addition to the project liquidated damages as specified in Sections 108.09 and 112.03.15A of the Standard Specifications the following penalties will apply:

(A) Penalties of \$25,000 per day for each day exceeding the allotted closure calendar days in Phase 1, 1A, 2, 2A, 3 and 4 collectively.

(B) Penalties of \$10,000 per day for each day exceeding the allotted completion date.

### **SPECIAL NOTE FOR CONTRACT DOCUMENT**

The work items associated with this contract are contained in three (3) plan sets.

PLAN SET A: TRUSS BEARING REPAIRS

PLAN SET B: REMOVE AND REPLACE FINGER JOINTS

PLAN SET C: T-1 STEEL PLATING AND CORING

Presented within the contract documents is one suggested order of work. The Contractor has the option to select the order of work conforming to the requirements of the contract.

## **SPECIAL NOTE FOR TRAFFIC CONTROL ON BRIDGE REPAIR CONTRACTS**

### **1. TRAFFIC CONTROL GENERAL**

Except as provided herein, traffic shall be maintained in accordance with Kentucky Transportation Cabinet Department of Highways Standard Specifications for Road and Bridge Construction, Edition of 2019 (Standard Specifications), Section 112.

**ALL** traffic control devices, installation, maintenance, removal and items of work necessary to maintain and control traffic are considered incidental to "Maintain and Control Traffic", lump sum. The Department **WILL NOT** take possession of the traffic control devices upon completion of the work.

Contractor shall develop their own maintenance of traffic (MOT) plan that conforms to this note, the MOT scheme shown in the plan set and in accordance with the Manual for Uniform Traffic Control Devices (MUTCD), Current Edition. The MOT shall be approved by the District prior to implementation. All lane closures must be approved by the Engineer at least 14 days prior to the closure.

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

The posted speed limit in Indiana is 55 MPH and it will be reduced by 10 MPH in the immediate vicinity of the work zone area (see the attached "TEMPORARY WORKSITE SPEED LIMIT SIGN ASSEMBLY" for Special requirements of State of Indiana). The extent of these areas within the project limits will be restricted to the proximity of actual work areas as determined by the Engineer. Reduced speed limits and double fine zones will be in place only while lane closures or restricted lane and/or shoulder widths are in place. Notify the Engineer a minimum of 12 hours prior to using the double fine signs. Erect dual mounted "WARNING FINE DOUBLED IN WORK ZONE" signs at the beginning of the work zone. At the end of the work zone, erect dual mounted "END DOUBLE FINE" signs. Remove or cover the double fine signs when the highway work zone does not have workers present for more than a 12-hour period of time. Erect all required signs at the locations shown on the MOT Plan or as directed by the Engineer. Traffic Control will need to be coordinated with Indiana Department of Transportation.

### **2. OPENING WORK AREA TO TRAFFIC**

The Contractor may open the new finger joints to traffic when concrete reaches the minimum break strength listed below and as approved by the Engineer.

MINIMUM BREAK STRENGTH OF 3,000 PSI : AT PP 0

MINIMUM BREAK STRENGTH OF 4,000 PSI : AT PP 23, PP 23', PP 0'

### **3. TRAFFIC COORDINATOR**

Furnish a Traffic Coordinator as per Standard Specifications Section 112. The Traffic Coordinator shall inspect the project maintenance of traffic, at least three times daily, or as directed by the Engineer, during the Contractor's operations and at any time a lane closure is in place. The personnel shall have access on the project to a radio or telephone to be used in case of emergencies or accidents.

The Traffic Coordinator shall report all incidents throughout the work zone to the Engineer on the project. The Contractor shall furnish the name and telephone number where the Traffic Coordinator can be contacted at all times.

### **4. MOT RESTRICTIONS**

No lane closures shall be allowed during the following events, unless noted otherwise, or as directed by the Engineer:

- (a) Observance of any National Holidays identified in Section 101 of the Standard Specifications
- (b) KY Derby Festival Events  
(April 18, 2024 at 5:00am through May 5, 2024 at 11:59pm)
- (c) PGA Championship  
(May 13, 2024 at 5:00am through May 19, 2024 at 11:59pm)
- (d) Kentucky State Fair  
(August 15, 2024 at 5:00am through August 25, 2024 at 11:59pm - Phase 1 not allowed)

### **5. SIGNS**

Contractor shall sign all closures in accordance with the MOT drawings and the Indiana approved MUTCD.

The Contractor is to install warning signs for wide loads in advance of the bridge under the direction of the Engineer.

Additional traffic control signs in addition to normal lane closure signing detailed on the MUTCD Drawings may be required by the Engineer. Additional signs needed for lane closures may include, but are not limited to, dual mounted TRUCKS USE CENTER LANE, LEFT/CENTER LANE I65SB, CENTER LANE I64EB/I71, RIGHT LANE I64WB, LEFT/RIGHT LANE CLOSED 2 MILES, SLOWED/STOPPED TRAFFIC AHEAD. All installations shall be approved by the Engineer.

Remove or cover sign panels with conflicting direction guidance information on overhead sign trusses before and on the Kennedy Bridge, as directed by the Engineer.

### **6. ARROW PANELS**

Use arrow panels as shown on the Standard Drawings or as directed by the Engineer. Contrary to Section 112 of the Standard Specifications, the Department will not measure arrow panels for payment but will consider them incidental to the bid item MAINTAIN AND CONTROL TRAFFIC.

## 7. PAVEMENT MARKINGS

Permanent and Temporary Striping shall be in accordance with Standard Specifications Section 112, except that:

1. Temporary Striping shall be 6" removal tape-white or yellow; and
2. Edge lines will be required for temporary striping; and
3. Temporary or permanent striping shall be in place before a lane is opened to traffic; and
4. Permanent striping shall be 6" water-based paint.

After all work is completed, or when approved by the Engineer, remove temporary striping, place permanent striping back to its original configuration, and repair any damaged inlaid pavement markers. Mobile operations may be utilized. This work item will be considered incidental to the "Maintain and Control Traffic" bid item.

## 8. TEMPORARY PAVEMENT STRIPING

Conflicting pavement skip lines and/or solid lines through the length of the MOT for lane closures and other striping, as directed by the Engineer, shall be temporarily covered with 8" black removable tape.

The Contractor shall replace any temporary striping that becomes damaged or fails to adhere to the pavement before dark on the day of notification. Penalties shall be assessed to the Contractor at a rate of \$500 per day for failing to replace temporary striping within this time limit.

Cover or remove/replace conflicting Interstate shields in pavement to satisfaction of the Engineer.

Removal of temporary tape will be considered incidental to the "Maintain and Control Traffic" bid item.

## 9. PROJECT PHASING

Maintain three 12-foot lanes of traffic and shoulders as shown in this special note.

Night work is allowed on this project. The method of lighting must be submitted to and approved by the Engineer prior to use.

**BEFORE PHASE 1:** Temporary Shoulder and Single Lane Closures will be permitted before the Phase 1 lane closure setup. The intent of these lane closures is to obtain field measurements for fabrication of new steel plates, new finger plate assemblies, new truss bearing components and temporary hold downs.

The Contractor may perform the proof load testing of the Gen 2 anchor rods, install the temporary hold down components, and install temporary jacking support. DO NOT stress the hold down threaded rods or engage the jack support system until the Phase 1 setup is installed. No other construction activities are permitted during this time, unless approved by the Engineer.

**PHASE 1:** For Phase 1A and 1B, close the three lanes (lanes 1 to 3) and shoulder on the east side of the Kennedy Bridge. The three open lanes will consist of one for SB I-65, one for the I-64 and I-71 Ramps, and one for I-64 WB Ramp.

Phase 1A: Place the lane closure to Pier 2L (PP 8).

Phase 1B: Extend lane closure to Pier 1L (PP 0) to complete work activities at PP 0.  
After completion of Phase 1, immediately switch traffic control and begin Phase 2.

**PHASE 2:** For Phase 2A and 2B, close the three lanes (lanes 4 to 6) and shoulder on the west side of the Kennedy Bridge. The three open lanes will consist of two for SB I-65, and one for the I-64 and I-71 Ramps. The I-64 WB Ramp will be closed during Phase 2B.

Phase 2A: Place the lane closure to Pier 2L (PP 8).

Phase 2B: Extend lane closure to Pier 1L (PP 0) to complete work activities at PP 0.

After completion of Phase 2, or when approved by the Engineer, remove the traffic control setup and restripe the roadway to its original configuration before beginning Phase 3 or 4 work activities, as directed by the Engineer.

**PHASE 3:** For Phase 3, the Contractor may close two (2) lanes of traffic and shoulder on the east side of the Kennedy Bridge. The four open lanes will consist of two for SB I-65, and one for the I-64 and I-71 Ramps, and one for the I-64 WB Ramp. Lane closures should be kept to the shortest length possible to minimize disruption to the traveling public, especially between PP 8 and PP 0.

**PHASE 4:** For Phase 4, the Contractor may close one (1) lane of traffic and shoulder on the west side of the Kennedy Bridge. The five open lanes will consist of two for SB I-65, and two for the I-64 and I-71 Ramps, and one for the I-64 WB Ramp. Lane closures should be kept to the shortest length possible to minimize disruption to the traveling public, especially between PP 8 and PP 0.

Lane closures shall be in accordance with Standard Drawing TTC-115 or TTC-125. Long term closures are allowed for Phase 3 and 4. Contrary to section 112, lane closures will NOT be measured for payment, but are considered incidental to "Maintain and Control Traffic".

## **10. PORTABLE CHANGEABLE MESSAGE SIGNS**

The contractor shall provide a minimum of three (3) Portable Changeable Message Signs located in advance of, or on the project at locations to be determined by the Engineer, at each phase of the project. Portable Changeable Message Signs shall be in operation during all lane closures and for the immediate seven (7) days prior to the closure. The message required to be provided shall be designated by the Engineer. The Portable Changeable Message Signs shall be in operation at all times. In the event of damage or mechanical/electrical failure, the Contractor shall repair or replace the Portable Changeable Message Sign within 24 hours.

See the attached "SPECIAL NOTE FOR PORTABLE CHANGEABLE MESSAGE SIGNS".

## **11. TRUCK MOUNTED ATTENUATORS**

During Phase 3 and 4, furnish and install MUTCD approved truck mounted attenuators (TMA) in advance of work areas when workers are present less than 12 feet from traffic. If there is less than 500 feet between work sites, only a single TMA will be required at a location directed by the Engineer. Locate the TMAs at the individual work sites and move them as the work zone moves within the project limits. All details of the TMA installations shall be approved by the Engineer.

## **12. TEMPORARY CONCRETE BARRIERS**

All long-term lane closures for Phases 1A, 1B, 2A and 2B shall require temporary Concrete Barrier Walls Type 9T (NO ALTERNATIVES ALLOWED). Temporary Concrete Barriers shall remain the Contractor's property and shall be removed from the construction site upon completion of construction. The temporary concrete barriers shall be in accordance with Standard Drawings RBM-115, RBM-120, and RBM-020. Delineators shall be incidental to the "Maintain and Control Traffic" bid item.

## **13. DETOUR**

During Phase 2B and closure of the I-64 WB ramp (Exit 137), the traffic control plan proposed by the contractor shall include a signed detour route for the ramp closure. See the attached Proposed Detour Route.

The traffic control plan along with the proposed detour plan will be delivered to the engineer 7 days prior to the pre-construction meeting. The proposed detour route shall meet the following:

- 1) An alternate detour route may be submitted to the Engineer for written approval.
- 2) The contractor must coordinate with other projects along the detour route to avoid ongoing construction projects along those routes.
- 3) The contractor must coordinate detour and schedule with the Engineer.
- 4) Sign detour per the standard drawings and MUTCD.

The traffic control plan must be submitted and approved to allow for coordination of the public information officer with the closure notification. The public must be notified of the proposed detour route when they are notified of the closure, 2 weeks before closure. All time and expenses necessary for the development of the detour plan(s) will be incidental to the lump sum bid item "Maintain and Control Traffic".

## **14. BARRELS**

Barrels are to be used for channelization or delineation of the closed/active lane lines and tapers during Phases 3 and 4. Replacements for damaged barrels directed by the Engineer to be replaced due to poor condition or reflectivity. Barrels shall be incidental to the "Maintain and Control Traffic" bid item.

## **15. TEMPORARY LANE CLOSURES.**

Temporary Shoulder and Single Lane Closures will be permitted before the Phase 1 lane closure setup. All closures shall be in accordance with Standard Drawing TTC-115. The closures will be determined by the Engineer. All closures shall be removed when not working. Contrary to section 112, lane closures will NOT be measured for payment, but are considered incidental to "Maintain and Control Traffic".

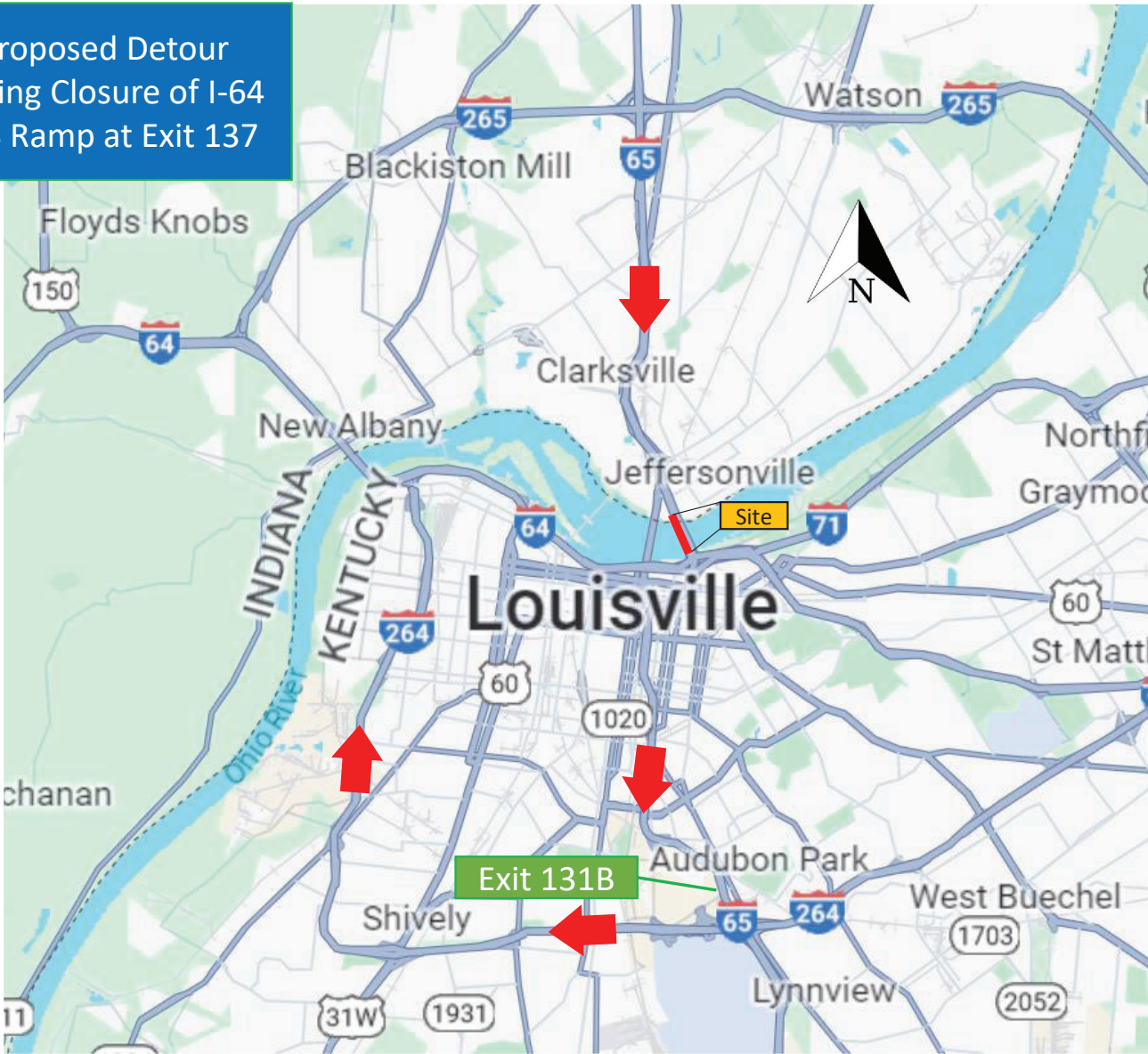
## **16. PAYMENT**

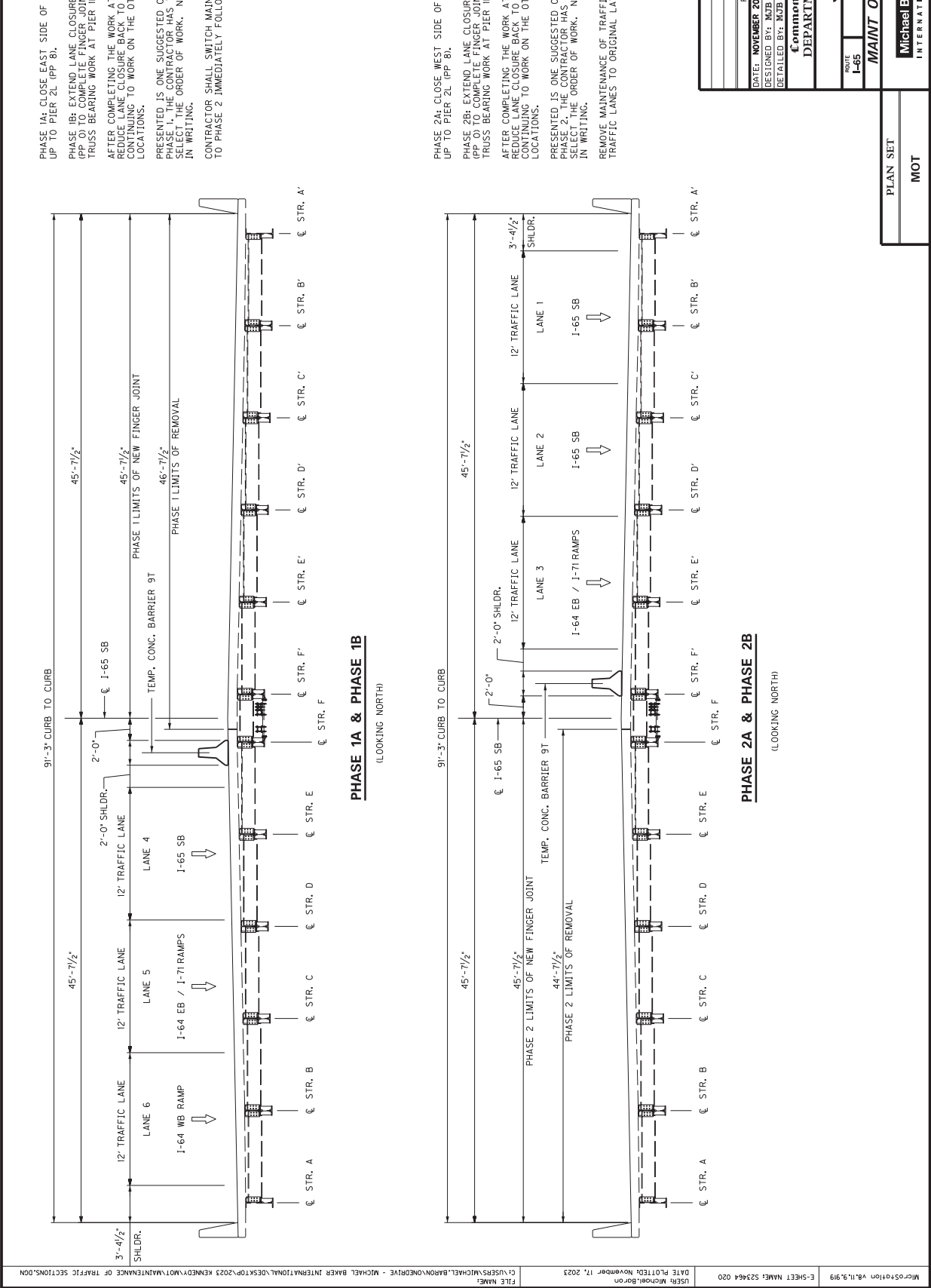
Unless listed as a bid item, payment will only be made for the following items:

1. **Portable Changeable Message Boards** – Each
2. **Conc. Barrier Wall, Type 9T** – LF
3. **Relocate Temp. Conc. Median Barrier** - LF
2. **Maintain and Control Traffic**- Lump Sum

All other items needed to maintain traffic in accordance with these contract documents and the approved traffic control plan shall be considered incidental to Maintain and Control Traffic. These items include, but are not limited to signs, barricades, barrier wall, TMA trucks, temporary guardrail, temporary and permanent pavement striping, cones, barrels, flaggers, etc.

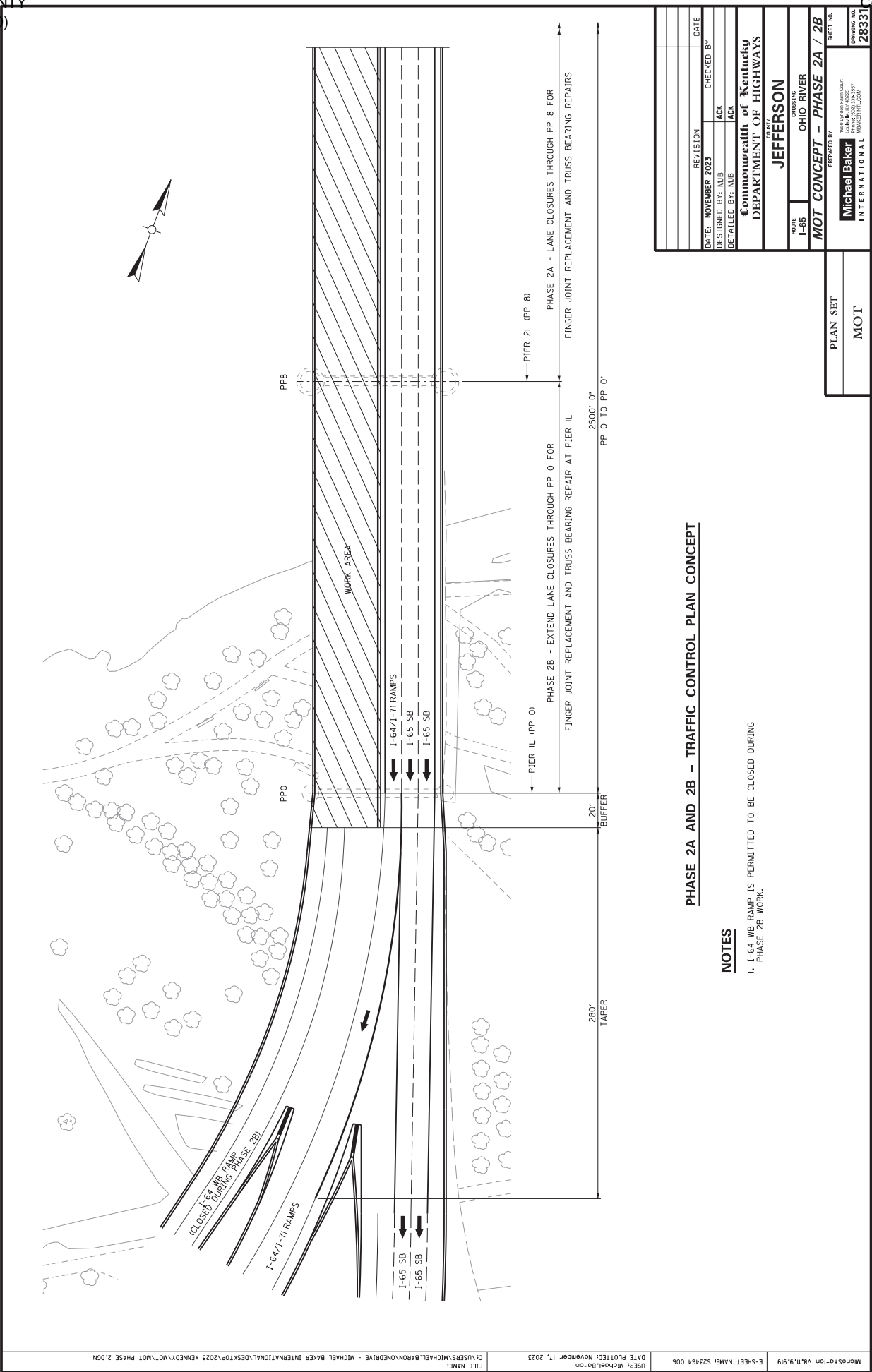
## Proposed Detour During Closure of I-64 WB Ramp at Exit 137







NOTE:  
1. CLOSE ACCESS TO JEFFERSON STREET DURING PHASE 1B. MAINTAIN I-65 SB TRAFFIC.



PHASE 2A AND 2B – TRAFFIC CONTROL PLAN CONCEPT

- NOTES**
- 1. I-64 WB RAMP IS PERMITTED TO BE CLOSED DURING PHASE 2B WORK.

REVISION		DATE
NOVEMBER 2023	DESIGNED BY: AUB	ACK
	DETAILED BY: AUB	ACK
Commonwealth of Kentucky DEPARTMENT OF HIGHWAYS		
COUNTY JEFFERSON		
ROUTE I-65	CROSSING OHIO RIVER	
PROJECT BY MOT CONCEPT – PHASE 2A / 2B		
SHEET NO. 28331		DRAWING NO. 28331

PLAN SET
MOT



PHASE 2A and 2B - SIMILAR. OPPOSITE HAND ABOUT C I-65 SB

[illegible]

PLAN SET

## **TEMPORARY WORKSITE SPEED LIMIT SIGN ASSEMBLY**

This shall consist of furnishing and placing portable speed limit signs as shown on the plans or as directed in areas of work activity. The worksite speed limit flashing strobe lights shall be activated when the worksite speed limit is in effect. This shall be only where and while work is actually in progress and workers are present. Each strobe light shall be visible through a range of 120 degrees Fahrenheit when viewed facing the sign and shall have a minimum effective luminance of 2100 cd effective according to the manufacturer's literature, which shall be provided to the Engineer prior to use.

Wherever a permanent speed limit sign exists within the limits controlled by the worksite speed limit sign assemblies, additional worksite speed limit sign assemblies shall be placed next to the permanent signs or the permanent signs shall be covered.

The worksite speed limit shall not be used for the entire length of a roadway under construction unless there is actual work activity for the entire length of such roadway. It shall not be activated at the beginning of the day, for the entire day, if actual work is not being done all day in the work area.

The worksite speed zone signage shall be placed and maintained by the Contractor. The worksite speed limit will be 45 mph, or 10 mph below the posted speed limit for the roadway under construction, whichever is lower.

A worksite reduced speed advance warning sign assembly shall be placed in advance of the first worksite speed limit sign assembly when the reduction in speed limit is greater than 15 mph.

The Department will **NOT** measure for payment, but are incidental to "Maintain and Control Traffic", lump sum.

**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.

- 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 the actual number of individual signs acceptably furnished and operated during

11

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

## Special Note for Portable Queue Warning Alert System

### 1.0 Description

This item shall consist of furnishing, installing, relocating, operating, servicing, and removing various components of a portable, quickly deployable, real-time automated ITS queue warning alert system (PQWAS), in accordance with the standard specifications and this special provision. The Contractor shall also provide the maintenance of the complete system for the duration of the project or as directed by the Project Engineer. The Department is willing to look at different technologies (i.e. allow the use of crowd sourcing data to be used in lieu of the portable radar sensors). Any changes to the below requirements must be submitted and approved by the Engineer.

### 2.0 Materials

Materials shall be in accordance as follows:

All materials used shall meet the manufacturer's specifications and recommendations.

All PQWAS materials installed on the project shall be provided by the Contractor in excellent quality condition, shall be corrosion resistant and in strict accordance with all of the details shown within Contractor's Plans approved by KYTC. The Contractor shall maintain an adequate inventory of parts and replacement units to support maintenance and repair of the PQWAS. Pre-deployment is a condition of the system's acceptance and is based on the successful performance demonstration for a (5) day continuous period in accordance to this specification and as set forth in the plans. Ensure compliance to all FCC and Department specifications.

The Contractor shall maintain this system and shall be locally available to service and maintain system components, move portable devices as necessary and respond to emergency situations. The Contractor has oversight responsibility for directing placement of devices in the project area. The Contractor is to be accessible seven (7) days a week and twenty-four (24) hours a day while the system is deployed. The Contractor shall provide contact information for the system's coordinator and others responsible for maintenance of the system prior to installation of the system. Furnish a System Coordinator for monitoring the PQWAS throughout all periods of deployment.

#### A. General Capabilities and Performance Requirements

1. Overall PQWAS capabilities and performance requirements include the following:
  - a. Furnish a system capable of providing advance traffic information to motorists when there is a queueing of traffic due to congestion resulting from lane reductions, emergency events or other conditions. The condition-responsive notification to the motorist occurs with the use of Portable Changeable Message Signs (PCMS) in accordance to the below capabilities and performance requirements, activated through real-time traffic data collected downstream of the PCMS locations. This equipment must

be a packaged system, pre-programmed and operates as a stand-alone PQWAS meeting this specification. Conditions might exist that require relocation of the portable sensors at any given time, the sensors shall be portable and shall not require re-calibration in the field for fast deployments. Due to the potential need to replace damaged sensors or to change the position of one or more sensors at any given time, sensors must be interchangeable and relocatable by an unskilled laborer. The system must continue to function if as many as half the sensors fail to function.

- b. Provide a PQWAS that consists of the following field equipment: portable radar sensors and portable changeable message signs (PCMS). Provide a system capable of withstanding inclement weather conditions while continuing to provide adequate battery power. The portable radar sensor battery, in a stand-alone state and without a solar panel for recharging, shall be capable of keeping power and capable of sending data for (10) consecutive days or longer. The system shall notify drivers of real-time queue events via specifically placed PCMS units up stream of the work zone. All predetermined/preprogrammed messages are to be approved by KYTC. The number and location of portable radar sensors and PCMS units shall be as directed by the Project Engineer. The decision to deploy or relocate field equipment is made by the Project Engineer and instrumented through the System Coordinator. The decision for equipment removal is made by the Project Engineer after work is complete. The sensors and PCMS units shall be identifiable via global positioning system (GPS) and shall contain an accelerometer to detect and alert of unauthorized movement.
- c. The portable radar sensor shall be capable of collecting traffic speed data. The processed data is used to remotely control PCMS units to display user definable, Engineer approved and locally stored messages. The message trigger state thresholds for slow and stopped speeds shall be user configurable and revisable in less than {1} hour from the Project Engineer's request. Weekly Traffic Data Reports shall be presented to the Project Engineer and shall include speed data per sensor location, travel times, and queue lengths in graphical and numerical formats. In the event the Project Engineer requires a report, other than a weekly report, for any reason; then the Contractor shall provide report within (48) hours of request. Unlimited data reports shall be included within price of system. Sensors shall require no calibration adjustments in the field. Sensor should begin transmitting data within (30) seconds of being turned on. Satellite (SAT) communications will be required when cellular service does not provide continuous communications. Contractor shall identify the most trustworthy cellular provider within the project area.
- d. Data shall be accessible through a website and the Contractor shall provide a username and password for protection. The website shall be accessible seven (7) days a week and twenty - four (24) hours a day. The website shall provide historical & real-time data in graphical and numerical formats and shall have the capability of being integrated within the Department's Traffic Management Center (if requested). The website should be compatible to most hand held devices. Data shall be saved on the manufacturer's network for up to (5) years from the deployment date of system and shall be provided at the request

of the Department at any time within the (5) year window. The use of the website shall be included within the price of system.

- e. Warning Alerts: queue events, low battery voltage warnings, sensor movement alerts, high and low speed alerts shall be provided via cellular text messaging and/or via email messaging at the request of select Contractor personnel and KYTC officials.
- f. The PQWAS system shall have the capabilities to provide alternate route messaging on specifically placed portable changeable message units and/or fixed Variable Message Systems (VMS). The intent of this service is to provide alternate route messaging to motorists before entering the project limits from all directions and giving them appropriate time to adjust their routes. Alternative routes shall be predefined and approved by KYTC. Additional PCMS units may be required for alternate route messaging and will be as per Section 5.0 of this note. KYTC's Traffic Management Center will provide detour messages via fixed VMS units during the term of the project.

#### **B. Portable Radar Sensor Capabilities and Performance Requirements**

The PQWAS shall include portable radar sensors (PRD) to monitor and detect queue events.

1. The Radar Sensor shall be FHWA accepted to meet NCHRP 350 test requirements
2. The Radar Sensor shall be locatable at all times via an internal Global Positioning System (GPS) and shall be capable of Cellular or SAT Communications.
3. The Radar Sensor shall have a dry-cell battery capable of powering the system for (10) consecutive days or longer
4. The Radar sensor shall be K-Band technology and have a line of sight up to 200 linear feet without obstruction
5. The Radar sensor shall have the ability to be charged in the field through adaptable solar recharging technology in the case the sensor is utilized for more than 10 consecutive days

#### **C. PCMS Capabilities and Performance Requirements**

The PQWAS shall include portable changeable message signs (PCMS) designated to relay automated messaging of queue events, alternate route messages, and caution for the work area defined by the project limits. PCMS placements shall meet the requirements set forth by the Cabinet in each direction of the National Highway System (NHS).

1. The PCMS unit shall be a Full Matrix 24 rows x 50 columns and shall be capable of 1 line, 2 line or 3 line messages
2. The PCMS unit shall be legible from a distance over twelve hundred feet (1200')
3. The height and size of characters shall be 18" to 58"
4. The PCMS shall be capable of storing up to 199 pre-programmed messages and up to 199 user-defined messages
5. The PCMS shall have a weather tight control cabinet with back lit LCD handheld controller.
6. The PCMS shall utilize a hydraulic lift to raise the unit to display height
7. The PCMS unit shall include solar recharging ports to allow for recharging of the portable radar sensors when they are not deployed.
8. The PCMS shall be NTCIP compliant and shall have an active Modem with active cellular service.

9. The user shall have the ability to communicate and override the PCMS remotely in the event of an emergency, Amber Alert, etc.
10. The PCMS unit shall have a docking station to include safety rails that allow a commercial safety strap to tie down the portable radar sensors while in transport. The docking station shall hold-up to (4) sensors safely and securely at all times

### **3.0 Construction Requirements**

All communication costs include cellular telephone services, FCC licensing, wireless data networks, satellite and internet subscription charges, and battery charging and maintenance. Additional to these requirements, the Contractor shall assume all responsibility for any and all damaged equipment due to crashes, vandalism, and adverse weather that may occur during the contract period.

The PQWAS shall operate continuously (24 hours/ 7 Days) when deployed on the project. The system is in a constant "data collection" mode when deployed. The Contractor shall provide technical support for the PQWAS for all periods of operation.

In the event communication is lost with any component of the PQWAS, provide a means and staff to manually program a PCMS message. If communication is lost for more the 10 consecutive minutes, the system shall revert to a fail-safe ROADWORK/# MILES/AHEAD message displayed on the PCMS units until communication is restored.

System Operator, local control function and remote management operation must be password protected.

The PQWAS shall be capable of acquiring traffic information and selecting messages automatically without operator intervention after system utilization. The lag time between changes in threshold ranges and the posting of the appropriate PCMS message(s) shall be no greater than (60) seconds. The system operation and accuracy must not be appreciably degraded by inclement weather or degraded visibility conditions including precipitation, fog, darkness, excessive dust, and road debris.

The system shall be capable of storing ad-hoc messages created by the System Coordinator and logging this action when overriding any default or automatic advisory message.

The PQWAS communication system shall incorporate an error detection/correction mechanism to insure the integrity of all traffic conditions data and motorists information messages. Any required configuration of the PQWAS communication system shall be performed automatically during system initialization.

The system's acceptance is based on the successful performance demonstration of PQWAS for a (5) day continuous period in accordance to this specification and as set forth in the plans. Ensure compliance to all FCC and Department specifications.

**4.0 Equipment Maintenance.**

Maintain system components in good working condition at all times. Repair or replace damaged or malfunctioning components, at no cost to the Department, as soon as possible and within (12) hours of notification by the Engineer. Periodically clean PCMS units if necessary.

**5.0 Measurement.** The Department will measure each item below in Months. For partial months the Department will pay in 0.25 increments based on the number of calendar days in the below table.

Partial Month Payment Schedule	
Days	Increment
0-7 days	0.25
8-14 days	0.50
15-21 days	0.75
22-31 days	1.00

**5.1 Portable Queue Warning Alert System** includes cellular (SAT communications will be required if cellular is not available), all supporting field equipment, website, and unlimited data reports accessible by the Engineer. It will be measured by the number of months authorized by the Engineer for use on the project.

**5.2 Queue Warning PCMS** will be measured by each individual unit multiplied by the number of months authorized by the Engineer for use on the project.

**5.3 Queue Warning Portable Radar Sensors** will be measured by each individual unit multiplied by the number of months authorized by the Engineer for use on the project. Queue Warning Portable Radar Sensors will not be measured for payment if the Contractor utilizes a system operating on crowd sourcing data. Crowd sourcing data systems will only be allowed as approved by the engineer and will be considered incidental to Portable Queue Warning Alert System.

**6.0 Payment.**

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
26136EC	Portable Queue Warning Alert System	Month
26137EC	Queue Warning PCMS	Month
26138EC	Queue Warning Portable Radar Sensors	Month

## Special Note for Traffic Queue Protection Vehicle

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

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

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

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

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

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

4. MEASUREMENT.

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

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

Partial Month Payment Schedule	
Days	Increment
0-7 days	0.25
8-14 days	0.50
15-21 days	0.75
22-31 days	1.00

5. PAYMENT.

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

## **SPECIAL NOTE FOR BOLTING PROCEDURES OF FULLY THREADED RODS**

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

**I. DESCRIPTION.** Perform all work in accordance with the Department's current Standard Specifications, and applicable Supplemental Specifications, the attached sketches, and these Notes. Section references are to the Standard Specifications. This work includes furnishing all labor, tools, materials, equipment, and services necessary to properly perform the rotational capacity test of the specified threaded rods.

### **II. REFERENCES**

- A.** Standard Specifications for Road and Bridge Construction, Ed. 2019
- B.** Specification for Structural Joints Using High-Strength Bolts, June 11, 2020, (RCSC) Research Council on Structural Connections
- C.** ASTM F3125 - Standard Specification for High Strength Structural Bolts, Steel and Alloy Steel, Heat Treated, 120 ksi (830 MPa) and 150 ksi (1040 MPa) Minimum Tensile Strength
- D.** ASTM A563 - Standard Specification for Carbon and Alloy Steel Nuts
- E.** ASTM A354 - Standard Specification for Quenched and Tempered Alloy Steel Bolts, Studs, and Other Externally Threaded Fasteners
- F.** ASTM F3393 - Zinc-Flake Coating Systems for Fasteners

### **III. MATERIALS.**

- A.** ASTM A354 DB threaded rods shall be treated the same as ASTM F3125 grade A490 bolting material with 100% Magnetic Particle NDI per ASTM F3125.
- B.** The A354 DB threaded rods shall be provided with ASTM F3393 Class D coating. The coating should provide a consistent and predictable torque tension and angle tension relationship.

### **IV. CONSTRUCTION.**

#### **A. Preinstallation Verification Procedure (PIV).**

- 1. The procedure shall follow the basic process required by the RCSC Specification for Structural Joints Using High-Strength Bolts (RCSC). Some additional requirements will be needed to accommodate the fully threaded stud assemblies and the fully threaded bolting assemblies.
- 2. For bolting assemblies and fully threaded bolting assemblies, the PIV shall be as required by RCSC Section 7, Turn of the Nut Method, Section 7.2.1.
- 3. For fully threaded stud assemblies, the procedure will include cutting the stud to provide an assembly with a grip length equal to that specified in the contract drawings. An A563 DH Heavy Hex Nut shall be installed on one end of the cut stud and secured with heavy tack welds on the outside end to mimic a bolt head. The cutting method shall be cold such as not to affect the material properties of the

stud. Care shall be taken to not overheat the loaded portion of the stud.

**B. Installation Procedure.**

1. The installation procedure for all bolting assemblies shall be in accordance with RCSC Section 8 and KYTC Standard Specifications 2019, 607 and 813.
2. In the instance where the ASTM A354 BD threaded rod is used with a double nut on both sides, the inside nuts will be installed to snug tight condition prior to the installation of the first outside nuts. The final outside nut will be pretensioned at a later time.
3. The position and snug tightening of the inside nuts and washer shall be as required to establish or maintain the dimensional requirements of the drawings. The inside nuts shall be tightened against each other to the snug tight condition as defined in the RCSC Glossary except that there are no plies or firm contact to be considered.
4. The inside single nut and washer shall be installed and pretensioned in accordance with the PIV turn of the nut method.
5. The outside nut and washer shall be installed and pretensioned in accordance with the PIV turn of the nut method. This pretension is the primary pretension for the structure and the inside nut is no longer a consideration in the joint pretension once the outside nut has been pretensioned.
  - Before installing the outside single nuts repeat the PIV test using bolting assemblies that have been exposed to the same weather conditions as the already installed bolting. This PIV test shall be used as the criteria for pretensioning the outside nuts.

**C. INSPECTION PROCEDURE**

1. The owner shall ensure inspection of the bolting installation in accordance with KYTC Standard Specifications 2019, 607 and 813.

**D. ROTATIONAL CAPACITY TEST PROCEDURE (ROCAP)**

1. The ROCAP procedure shall be as required by ASTM F3125/F3125M Annex A2. Lengths of tested threaded rods shall be determined by the grip length plus required washer and nuts. Bolt lengths shall be as provided and tested at the three different effective grip lengths (Standard length tolerance for 1-1/4" diameter structural bolts per ASME B18.2.6 is -0.25")
2. For fully threaded stud assemblies the test specimen shall be prepared in accordance with the Preinstallation Verification Procedure (3).
3. It is expected that the assemblies coated in accordance with ASTM F3393 Class D (Magni 565) will have sufficient lubrication to pass the ROCAP test requirement. If they do not pass the ROCAP test, supplemental lubrication may be used. If a supplemental lubricant is used for the ROCAP test, the same lubricant shall be required for the PIV testing and the bolting installation.

**E. TEST REPORTS**

1. The contractor shall provide certified test reports for the laboratory Preinstallation Verification Installation (PIV) Tests and the Rotational Capacity (ROCAP) Tests

on all lots of specimens provided.

**F. PAYMENT**

1. The department will make payment for the completed and accepted quantities incidental to the Steel Repair bid item 24879EC.

### **SPECIAL NOTE FOR FINGER EXPANSION JOINTS**

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

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

This work consists of: (1) Perform all work in two phases (2) Furnish all labor, materials, tools and equipment; (3) Remove existing finger joint expansion system and drain trough; (4) Prepare remaining structure and install new finger expansion joint (5) Prepare blackout and place concrete around and under the joint; (6) Finish and cure the new concrete; (7) Maintain and control traffic; (8) Any other work specified as part of this contract

- II. Materials** Materials shall conform to the following

- A. Structural Steel. Steel plate, bars and shapes shall conform to AASHTO M270 (ASTM A709), Grade 50. No aluminum components or hardware shall be used. Galvanize steel components in accordance with ASTM A123.
- B. Welded Studs. Welded studs for anchorage purposes shall conform to ASTM A108.
- C. Bolts. Bolts, nuts and washers shall be in accordance with ASTM F3125, Grade 325, Type 1, ASTM A563 Grade DH and ASTM F436, respectively, and shall be hot-dipped galvanized.
- D. Neoprene Trough. Fabric reinforced drainage trough shall be polychloroprene (Neoprene) of the thickness no less than 1/4". Trough shall be reinforced with one or two plies of tightly woven polyester or nylon fabric and shall be supplied and installed in one continuous length. The inside surface of the trough shall be smooth to promote self-removal of foreign material during normal joint operation.
- E. The new drain trough shall make use of the existing drainage collector system with flowlines that correspond to the existing flowlines. The new trough is suspended from a lower point than the existing trough, but the existing trough shop drawings may be considered to aid design for the new trough. The trough shall be detailed to avoid contact with the stringer ends.
- F. For existing finger joint shop drawings, see General Notes "Plans of Existing Structures". For drainage trough catch basin and downspout at finger plate expansion joints, see "056B00214L As-built ORBP Rehab Plans Combined" slab drainage on sheets 2S7045, 2S7046, 2S7047 & 2S7047A. For locations of drainage downspouts and drainage collector system, see as-built slab reinforcing Plans on sheets 2S7032 thru 2S7037.

G. Neoprene/fabric composite material shall comply with the following:

PHYSICAL PROPERTY	ASTM TEST	VALUE
Density		75 psf minimum
Hardness (Type A Durometer)	D2240	50 to 75 points
Tensile Strength, both directions	D378	800 lbs/in. minimum
Elongation @ ultimate tensile strength	D412	35% maximum
Tear (Die C)	ASTM S624	120 lbs/in. minimum
Low Temperature Brittleness (22 hrs. @ -20°F, then wrapped around a 3 inch mandrel)	ASTM D2137	No cracks
Ozone Resistance (20% Strain) 100 pphm in air (100 hrs. @ 100°F)	D1149	No cracks

H. Drainage Trough Hardware. Fasteners, washers and nuts shall be stainless steel conforming to ASTM A240, ASTM F593 and ASTM F594.

III. Fabrication

- A. Tooth plate assembly may be fabricated in two pieces with a joint at the roadway crown (Option 1.) Alternatively, plate assembly may be fabricated in four pieces provided that segment joints occur at the crown line and within 1’-0” of roadway lane lines (Option 2.) Tooth plates for each assembly shall be cut from a single plate by burning such that, after the plate is cut and the toothed plates placed in the same relative position as before burning, no part of the cut shall be wider than 1/8 in. Vent holes and tapers shall be machined into the plate. Upon completion, the machined plate shall be galvanized per ASTM A-123.
- B. The joint segments shall be manufactured and delivered in pairs of independent elements with parallel gaps between teeth. Each side of adjacent units of finger expansion joints shall be fully assembled in the shop to ensure that full joint closure can be attained without binding of fingers. After joint segments have been fully assembled to nominal joint dimensions and approved, they shall be match marked and scored (the upper surface of the finger plates shall be permanently scored to provide two or more parallel lines in both directions) to aid in proper field installation.
- C. Finger joint assembly shall be welded in accordance with the latest edition of American Welding Society (AWS) D1.5
- D. After galvanizing the fabricator shall prepare the ends of the expansion joint for field welding.
- E. Finger joint components shall be hot dip galvanized in accordance with ASTM A-123.

- F. After field welding and installation, any areas of damage galvanized shall be painted with galvanizing repair paint in accordance with ASTM A-780.

#### **IV. Sampling, Testing, & Inspection**

An independent laboratory, to ensure compliance with these provisions, shall test each lot of composite neoprene/fabric sheeting. Two certified copies of the qualification test data indicating that the tested materials comply with these provisions shall be submitted to KYTC. The sample from each lot shall be one 6-inch piece, 2-foot long.

#### **V. Identification, Shipping & Handling**

Expansion joint openings shall be preset prior to shipment and assembled with temporary shipping angles at maximum 5'-0" centers. Fabricator shall show details of all shipping and erection temporary attachments on the shop drawings.

#### **VI. Installation**

Installation of the expansion dam shall be to the lines and grades shown on the plans and in accordance with Contract Documents and shop drawings. Expansion joint system shall be shipped to job site preassembled for units either side of crown line (Option 1) or for the fabricated segment lengths (Option 2).

Align the finger plate or sliding plate joint assemblies in position and check the expansion opening. The expansion opening must be adjusted for temperature prior to bolting, welding or placing concrete on each side of the joint. The bulkhead plate joint at the crown shall be field welded prior to Phase 2 concreting.

Test fit the finger plates or sliding plates with all the armoring and anchorages in place. Install the finger joint centered over the expansion gap, for both fingerplates and sliding plates. Verify that the joint is in plane and sloped per the roadway. For Fabrication Option 2 align adjacent finger plate assemblies using temporary angles bolted to the assemblies. Make sure the fingers do not rub during the full range of temperature movement.

The Engineer will confirm the procedure, opening and alignment prior to concrete placement. Cast and cure the expansion joint blackout per KYTC specifications. Place concrete under the expansion dams, vibrate until the concrete is forced through air holes, and strike off excess concrete. After the concrete has cured, clean air holes and fill with an approved sealer.

Install the fabric trough and the finger or sliding plates according to the Contract Documents and shop drawings. Do not splice the drain trough, unless indicated. If splices are indicated, use splices vulcanized by the manufacturer. Field laps required shall be trimmed and the two sections securely bonded together. Do not use longitudinal splices.

#### **VII. Submittals**

Submit shop drawings, for each location, type and model of expansion device used. Shop drawings shall include, but not be limited to, the following:

- A. Complete details of all components and sections showing all materials used in the expansion joints.
- B. A listing of all applicable KYTC, ASTM and AASHTO specifications.
- C. Name and address of the manufacturer, and location of the fabrication plant.
- D. Name and telephone number of the manufacturer's representative who will be responsible for coordination of production, inspection, sampling and testing.
- E. Welding procedures used in the expansion joint assembly manufacture clearly described and detailed.
- F. Table of longitudinal offsets for installation at varying temperatures. Use 60°F as the mean temperature.

Joint shop drawings and neoprene trough shop drawings shall be coordinated to ensure that joints and troughs will fit when field assembled. Fabrication shall not commence until the approved shop drawings are in the hands of the Inspector and fabricator and KYTC has authorized fabrication.

### **SPECIAL NOTE FOR BRIDGE PLANS**

See Project Related Information for Bridge Plans.  
Drawing Number 28331.

### **Special Note for Bridge Demolition, Renovation and Asbestos Abatement**

If the project includes any bridge demolition or renovation, the successful bidder is required to notify Kentucky Division for Air Quality (KDAQ) via filing of form (DEP 7036) a minimum of 10 working days prior to commencement of any bridge demolition or renovation work.

Any available information regarding possible asbestos containing materials (ACM) on or within bridges to be affected by the project has been included in the bid documents. These are to be included with the Contractor's notification filed with the KDAQ. If not included in the bid documents, the Department will provide that information to the successful bidder for inclusion in the KDAQ notice as soon as possible. If there are no documents stating otherwise, the bidders should assume there are no asbestos containing materials that will in any way affect the work.



**Andy Beshear**  
GOVERNOR

**TRANSPORTATION CABINET**

200 Mero Street  
Frankfort, Kentucky 406 01

**Jim Gray**  
SECRETARY

**Asbestos Inspection Survey**

To: Dora Alexander  
District: Central Office  
Date: December 18, 2023  
Conducted By: O'Dail Lawson  
Report Prepared By: O'Dail Lawson

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**Project and Structure Identification**

Project Number: Jefferson 05-10074.00  
Structure ID: 056B00214L  
Structure Location: I-65 Southbound over the Ohio River  
Sample Description: There were no suspect materials present on this structure.  
Inspection Date: December 13, 2023

**Results and Recommendations**

There were no suspect materials observed during this inspection; No samples collected.

\*\*\* It is recommended that this report accompany the 10-Day Notice of Intent for Demolition ([Notification Form DEP 7036](#)) which is to be submitted to the Kentucky Division of Air Quality prior to abatement, demolition, or renovation of any building or structure in the Commonwealth.

**ENVIRONMENTAL TRAINING CONCEPTS, INC**  
P.O. Box 99603 Louisville, KY 40269  
(502)640-2951

Certification Number: ETC-AIR-0322223-00200


# O'Dail Lawson


has on 03-22-2023 attended and successfully completed the requirements and passed the examination with a score of 70% of better on the entitled course.

## ASBESTOS INSPECTOR REFRESHER

Training was in accordance with 40 CFR Part 763 (AHERA) approved by the Commonwealth of Kentucky, the Indiana Department of Environmental Management, Tennessee Department of Environment & Conservation and The Arkansas Department of Environmental Quality. The above student received requisite training for Asbestos Accreditation under Title II of the Toxic Substance Act (TSCA).

Conducted at: 1520 Alliant Ave., Louisville, KY

  
Name: Training Manager

  
Expiration Date: 03-22-2024  
Name: Instructor



KENTUCKY TRANSPORTATION CABINET

Department of Highways

DIVISION OF RIGHT OF WAY & UTILITIES

TC 62-226

Rev. 01/2016

Page 1 of 1

RIGHT OF WAY CERTIFICATION

<input checked="" type="checkbox"/>	Original	<input type="checkbox"/>	Re-Certification	RIGHT OF WAY CERTIFICATION	
ITEM #		COUNTY		PROJECT # (STATE)	PROJECT # (FEDERAL)
5-10074.00		Jefferson		FD52 1100 056 1564601	STPBRO 0503(260)
PROJECT DESCRIPTION					
BRIDGE PROJECT IN JEFFERSON COUNTY ON (056B00214L) I-65 SB AT OHIO RIVER					
<input checked="" type="checkbox"/>	No Additional Right of Way Required				
Construction will be within the limits of the existing right of way. The right of way was acquired in accordance to FHWA regulations under the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, as amended. No additional right of way or relocation assistance were required for this project.					
<input type="checkbox"/>	Condition # 1 (Additional Right of Way Required and Cleared)				
All necessary right of way, including control of access rights when applicable, have been acquired including legal and physical possession. Trial or appeal of cases may be pending in court but legal possession has been obtained. There may be some improvements remaining on the right-of-way, but all occupants have vacated the lands and improvements, and KYTC has physical possession and the rights to remove, salvage, or demolish all improvements and enter on all land. Just Compensation has been paid or deposited with the court. All relocations have been relocated to decent, safe, and sanitary housing or that KYTC has made available to displaced persons adequate replacement housing in accordance with the provisions of the current FHWA directive.					
<input type="checkbox"/>	Condition # 2 (Additional Right of Way Required with Exception)				
The right of way has not been fully acquired, the right to occupy and to use all rights-of-way required for the proper execution of the project has been acquired. Some parcels may be pending in court and on other parcels full legal possession has not been obtained, but right of entry has been obtained, the occupants of all lands and improvements have vacated, and KYTC has physical possession and right to remove, salvage, or demolish all improvements. Just Compensation has been paid or deposited with the court for most parcels. Just Compensation for all pending parcels will be paid or deposited with the court prior to AWARD of construction contract					
<input type="checkbox"/>	Condition # 3 (Additional Right of Way Required with Exception)				
The acquisition or right of occupancy and use of a few remaining parcels are not complete and/or some parcels still have occupants. All remaining occupants have had replacement housing made available to them in accordance with 49 CFR 24.204. KYTC is hereby requesting authorization to advertise this project for bids and to proceed with bid letting even though the necessary right of way will not be fully acquired, and/or some occupants will not be relocated, and/or the just compensation will not be paid or deposited with the court for some parcels until after bid letting. KYTC will fully meet all the requirements outlined in 23 CFR 635.309(c)(3) and 49 CFR 24.102(j) and will expedite completion of all acquisitions, relocations, and full payments after bid letting and prior to AWARD of the construction contract or force account construction.					
Total Number of Parcels on Project		EXCEPTION (S) Parcel #		ANTICIPATED DATE OF POSSESSION WITH EXPLANATION	
Number of Parcels That Have Been Acquired					
Signed Deed					
Condemnation					
Signed ROE					
Notes/ Comments (Text is limited. Use additional sheet if necessary.)					
LPA RW Project Manager			Right of Way Supervisor		
Printed Name				Printed Name	
Signature				Signature	
Date				Tom Boykin	
Right of Way Director			FHWA		
Printed Name				Printed Name	
Signature		Digitally signed by Kelly Divine Date: 2023.12.11 11:50:34 -06'00'		Signature	
Date				Date	

UTILITIES AND RAIL CERTIFICATION NOTE

Jefferson County

No federal number available STBRO 0503(260)

FD52 056 0065 136-137

Bridge Project in Jefferson County on I-65 SB at Ohio River

ITEM NUMBER: 05-10074

PROJECT NOTES ON UTILITIES

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.

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

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

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

UTILITIES AND RAIL CERTIFICATION NOTE

**Jefferson County**  
**No federal number available STBRO 0503(260)**  
**FD52 056 0065 136-137**  
**Bridge Project in Jefferson County on I-65 SB at Ohio River**  
**ITEM NUMBER: 05-10074**

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

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

Utility coordination efforts determined that no significant utility relocation work is required to complete the project. Any work pertaining to these utility facilities is defined in the bid package and is to be carried out as instructed by the Kentucky Transportation Cabinet. The contractor will be responsible for any coordination or adjustments that are discussed or quantified in the proposal.

UTILITIES AND RAIL CERTIFICATION NOTE

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NOTE: DO NOT DISTURB THE FOLLOWING FACILITIES LOCATED WITHIN THE PROJECT DISTURB LIMITS

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

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

N/A

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

N/A

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

N/A

RAIL COMPANIES HAVE FACILITIES IN CONJUNCTION WITH THIS PROJECT AS NOTED

☒ No Rail Involvement    ☐ Rail Involved    ☐ Rail Adjacent

**UTILITIES AND RAIL CERTIFICATION NOTE**

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AREA FACILITY OWNER CONTACT LIST

- |  |   |
|--|---|
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| 2. Atmos Energy<br>105 Hudson Blvd<br>Shelbyville, KY 40065<br><br>2850 Russellville Rd.<br>Bowling Green, KY 42101                      | Jake Basham<br>Cell (270) 779-7381<br><a href="mailto:Jake.Basham@atmosenergy.com">Jake.Basham@atmosenergy.com</a><br><br>Taylor Collins<br>(270)-577-4582  |
| 3. AT&T KY<br>1340 E. John Rowan Blvd<br><br>Bardstown, KY 40004   | Scott Roche<br>Office (502) 348-4528<br><br>Cell (502) 827-4703<br><br><a href="mailto:SR8832@att.com">SR8832@att.com</a>   |
| 4. AT&T Legacy<br>OH, MI, KY, WV<br>7555 E. Pleasant Valley Road, Suite 140<br>Independence, OH 44131<br><br>AT&T Corporation, Long Haul | Bill Taggart, Sr. Tech Project Manager<br><br><a href="mailto:WT2462@att.com">WT2462@att.com</a><br>Office (614) 868-2511<br>Cell (614) 370-5414<br>Don Garr, Cell (502) 741-8374<br><a href="mailto:DonGarr@outlook.com">DonGarr@outlook.com</a> |
| 5. Center Point Energy<br>2520 Lincoln Drive<br>Clarksville, IN 47129  | Jeff Donnelly, Transmission Department<br>Office (812) 431-5670<br><a href="mailto:Jeff.Donnelly@centerpointenergy.com">Jeff.Donnelly@centerpointenergy.com</a><br>Chris Wood, Engineering Manager  |

UTILITIES AND RAIL CERTIFICATION NOTE

Jefferson County

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Corey Thatcher, Field Technician

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Nick Blake  
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18. Marathon Pipeline, LLC  
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or

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Form Revised 6/24/16

UTILITIES AND RAIL CERTIFICATION NOTE

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

TC 58-48  
Rev. 12/2020  
Page 1 of 1

1. PROJECT SUMMARY

Item #:	Project Sponsor:
Route(s):	County:
Project Description:	



2. ENVIRONMENTAL DETERMINATION

Functional Area	Determination	Comments/Commitments/Mitigation
Public and Resource Agency Controversy		
Total acreage of fee simple ROW		
Number of Total Relocations		
Environmental Justice Impacts		
Section 106: Architectural Historic		
Section 106: Archaeological Resources		
Section 4(f)		
Section 6(f)		
Noise		
Air Quality Impacts		
Hazardous Materials Impacts		
Section 7: T&E Species		
Anticipated Feet of Stream Impacts		
Anticipated Acreage of Wetland Impacts		
Anticipated Permits		
Other:		
Other:		
Other:		

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

3. ENVIRONMENTAL DOCUMENT APPROVAL

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

 District Environmental Coordinator	12/20/2023 Date	 Project Manager	12/20/23 Date
 Environmental Project Manager	 Date	 Director of Environmental Analysis	 Date
 Recommended by FHWA	 Date	 Federal Highway Administration	 Date

KYTC Item No: 5-10074

County: Jefferson

Route: Interstate 65

KYTC Historic Architectural Investigation Form

Project Description: The proposed project consists of maintenance for the bridge and will not result in major alterations to the bridge. The proposed maintenance consists of truss bearing repairs; finger joint repairs; and truss repairs. All repairs will be in-kind replacements. All work will be within the existing bridge footprint and right-of-way.

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

- ☐ Yes
- ☒ No (Continue)

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

- ☒ Yes (List project activity types) #11 Bridge rehabilitation
- ☐ No (This project is not considered a small scale project under the Section 106 Programmatic Agreement. This checklist cannot be used. Process with full baseline or joint memorandum)
- ☐ No (However, SHPO has agreed that this project may be documented using the Historic Architectural Investigation Form)

Project Area of Potential Effect is defined as:

- ☐ Within 150 feet of project centerline (Small Scale Project - within existing corridor)
- ☐ Within view shed of project (Discuss):
- ☒ Other (Discuss): Within the existing footprint of the bridge.

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

- ☒ Yes
- ☐ No
- ☐ N/A (Explain):

KYTC Item No: 5-10074

County: Jefferson

Route: Interstate 65

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

- ☒ Yes
- ☐ No

Date of Field Investigation: December 11, 2023

Investigator Name(s): Amanda Abner/Stephanie Lechert

**Discuss Basis for finding**  
(Historic Mapping, PVA, Building Permit, Date of Construction, Deed/Title, etc.):

KHC database; Site Photos; Google Earth; Google Street View; Historicaerials.com; USGS historic aerial imagery; KYTC records

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

- ☒ Present within the APE (Continue)
- ☐ No Properties Eligible within APE

*Sections below to be completed by KYTC Architectural Historian*

**Discuss eligibility determinations (criteria, integrity):**

See pages 6-7.

**Determination of Effect** (when eligible sites have been identified):

- ☐ No Historic Properties Affected
- ☒ No Adverse Effect (May result in Section 4(f) *De minimis* finding – Document appropriately)
- ☐ Adverse Effect

KYTC Item No: 5-10074

County: Jefferson

Route: Interstate 65

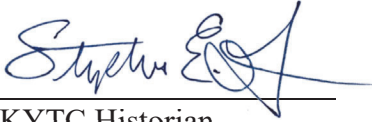
Discuss No Effect/No Adverse Effect Determination:

See pages 6-7.

☐ No Historic Properties Affected

☒ No Adverse Effect to Historic Properties


As Determined By:



12/14/23

KYTC Historian

Date



12/20/2023

SHPO Representative

Date

☒ Map Showing APE and Identified Historic Resources

☒ Individual Site Maps

☒ Photographs

☒ Project Plans

☒ KHC Site Survey Forms

☐ Other (Describe): \_\_\_\_\_

☒ Copy EPM

☒ Copy DEC

☐ Copy DEA Project File

☒ Copy FHWA (w/De minimis Memo if appropriate)

☒ Copy SHPO



Figure 1. Project location map.

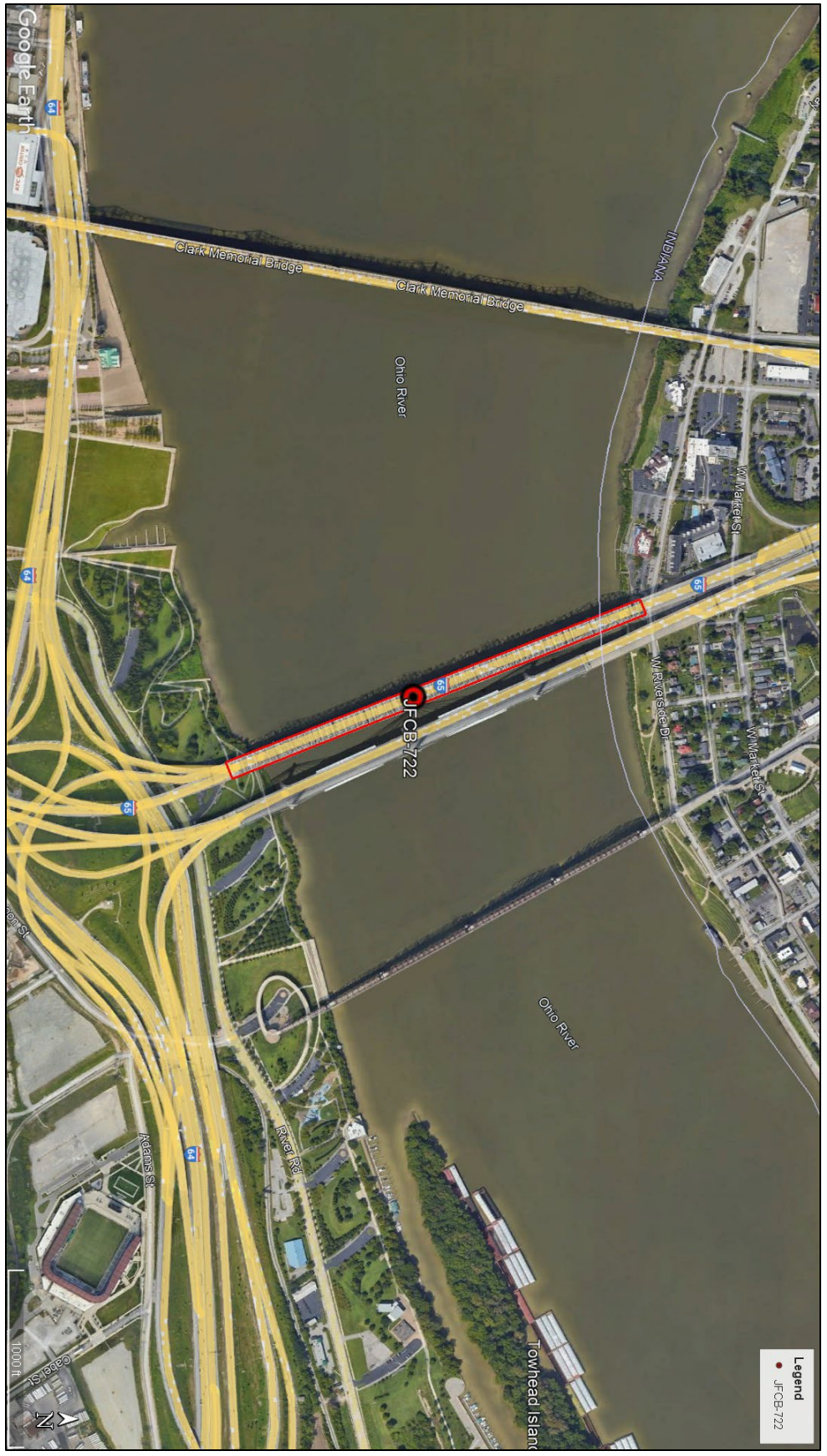


Figure 2. Site location map. The red box outlines the extends of JFCB-722.



Figure 3. JFCB-722, the John F. Kennedy Memorial Bridge, facing north. The Abraham Lincoln Bridge is in the background on the right side of the photograph.

Site JFCB-722 (Bridge No. 056B00214L), formally named the John F. Kennedy Memorial Bridge, is a 2,498.30-foot-long, 5-span, single-deck cantilever thru-truss bridge built between 1961 and 1963. The bridge connecting Louisville, Kentucky and Jeffersonville, Indiana was opened in December 1963, and named for President John F. Kennedy, who had recently been assassinated. "On November 26, 1963, it was named the John Fitzgerald Kennedy Memorial Bridge before opening less than 2 weeks later on December 6" (Weingroff 2023). Site JFCB-722, designed by Hazelet & Erdal Consulting Engineers of Louisville, Kentucky, originally carried both northbound and southbound Interstate 65 (I-65), but now only carries the six lanes of southbound I-65 with the 2016 construction of the Abraham Lincoln Bridge, which now carries northbound I-65. Site JFCB-722 was previously documented in 2009 during the Louisville Bridges project.

Hazelet & Erdal Consulting Engineers was formed "in 1936 as a successor to the Scherzer Rolling Lift Bridge Company" (Linville and Allen 2016). Hazelet & Erdal were known for bridge and roadway design, including the neighboring Sherman Minton Bridge. The firm was eventually acquired by BRW, which was acquired by Dames & Moore Group in 1996, which was later acquired by URS Corporation in 1999, and finally acquired by AECOM in 2014. (AECOM 2014; Bolton 1999; Covell 2019; Journal of Commerce Staff 1996; Kirkham 2014; Linville and Kent 2016).

Site JFCB-722 is eligible for the NRHP under Criterion C for its design as a cantilever thru truss bridge which carries Interstate 65 over the Ohio River between Indiana and Kentucky. While the bridge is named in honor of John F. Kennedy, it has no other connection to the former president. Site JFCB-722 was designed by engineering firm Hazelet & Erdal Consulting Engineers, no research currently available

connects the bridge design to a significant engineer. Further research at a later date may provide additional insight. Therefore, JFCB-722 is not significant under Criterion B for the NRHP. While JFCB-722 is also provides an river crossing between Kentucky and Ohio on the Interstate 65 corridor, further research should be conducted to determine if the I-65 corridor's impact on commerce. Therefore, JFCB-722 is not eligible under Criterion A at this time. Site JFCB-722 has had in-period maintenance and rehabilitation work during its existence. While the materials have experienced some very minor impacts due to the maintenance and rehabilitation, the integrity of location, design, setting, feeling, workmanship, and association remain unaffected. Overall, the trusses, all of the piers, and the bridge and road alignment remain the same as when they were originally constructed in 1963. In summary, JFCB-722 is eligible under Criterion C.

The proposed project consists of maintenance for the bridge and will not result in major alterations to the bridge. The proposed maintenance consists of truss bearing repairs; finger joint repairs; and truss repairs. All repairs will be in-kind replacements. All work will be within the existing bridge footprint and right-of-way. Therefore, the project will result in No Adverse Effect to JFCB-722.



Figure 4. JFCB-722, underside of the John F. Kennedy Memorial Bridge from the Kentucky banks of the Ohio River, facing north.

## **References Cited**

AECOM

2014 AECOM completes acquisition of URS Corporation. Available at <https://aecom.com/press-releases/aecom-announced-today-that-the-company-has-completed-its-acquisition-of-urs-corporation-with-broad-support-from-stakeholders-following-approval-of-the-merger-agreement-by-urs-stockholders-and/>. Accessed December 14, 2023.

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Journal of Commerce Staff

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KYTC Item No: 5-10074.00

County: Jefferson

Route: I-65 SB

KYTC Archaeological Investigation Form

Project Description: Bridge repair project on the Kennedy Bridge in Louisville, I-65 SB.  
Activities include bearing repairs, joint repairs, and steel repairs. All work will be on the bridge and within existing ROW.

USGS Quad Name: Jeffersonville

USGS Date: 1993

Coordinates (Project center point) LAT: 38.2643 LONG: -85..7434

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

- ☐ Yes (list project activity types) \_\_\_\_\_
- ☒ No (Continue)

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

- ☒ Yes (list project activity types) #21 bridge maintenance \_\_\_\_\_

Are all new or existing ROW areas previously disturbed?

- ☒ Yes (Describe disturbance or basis for conclusion. Attach photos or maps):  
All work will occur on the existing bridge, within existing ROW.

KYTC Item No: 5-10074.00

County: Jefferson

Route: I-65 SB

No Historic Properties Affected

As Determined By:

Susan Neumeyer

December 11, 2023

KYTC Representative

Stephanie Dooley

December 13, 2023

SHPO Representative

Date

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

Attachments

☒ Project Plans (show date on plans)

☐ Photos

☐ Mapping

☐ Other:

☒ Copy EPM

☒ Copy DEC

☐ Copy DEA Archaeologist

☐ Copy SHPO

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

*No archaeological work is warranted for this project. All work will occur on the bridge in existing ROW.*

*The OSA GIS was not consulted as there will be no ground disturbing activities.*

KYTC Item No: 5-10074.00

County: Jefferson

Route: I-65 SB



KENTUCKY

STATEWIDE TRANSPORTATION IMPROVEMENT PROGRAM (STIP)  
For FY 2021-2024

AMENDMENT #2021.005

I. Proposed Action:

The Kentucky Transportation Cabinet (KYTC) hereby submits the attached resolution from the Kentuckiana Regional Planning and Development Agency (KIPDA) Transportation Policy Committee stating their approval of the Fiscal Years 2023-2026 Transportation Improvement Program (TIP). The KYTC requests inclusion of the TIP in the KYTC’s FY 2021-2024 Statewide Transportation Improvement Program (STIP).

**Location:** Louisville/Jefferson County, KY-Indiana Metropolitan Planning Area

II. Additional Remarks:

Attached is a copy of the Resolution, Self-Certification, Conformity Determination, and Governor’s Designee approval letter.

III. Amendment Approval:

Amendment Recommended for Approval:

Jill Lamb for Ron Rigney      7/10/2023  
Kentucky Transportation Cabinet      Date  
Ronald B. Rigney, Director  
Division of Program Management

Approval of STIP Amendment:

JOHN D  
BALLANTYNE      Digitally signed by JOHN D  
BALLANTYNE  
Date: 2023.07.18 12:11:49 -04'00'  
Federal Highway Administration      Date

KENTUCKY

STATEWIDE TRANSPORTATION IMPROVEMENT PROGRAM (STIP)  
For FY 2021-2024

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Amendment Recommended for Approval:

Jill Lamb for Ron Rigney      7/10/2023  
Kentucky Transportation Cabinet      Date  
Ronald B. Rigney, Director  
Division of Program Management

Approval of STIP Amendment:

Robert Sachnin      7/17/23  
Federal Transit Administration      Date

ADOPTED  
MAY 2023

# FY 2023 – FY 2026

## TRANSPORTATION IMPROVEMENT PROGRAM

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LOUISVILLE/JEFFERSON COUNTY, KY-IN  
METROPOLITAN PLANNING AREA



**KIPDA**  
Kentuckiana Regional Planning  
& Development Agency



Area Agency on Aging and Independent Living  
Area Development District  
Metropolitan Planning Organization



**A Resolution of the  
Kentuckiana Regional Planning and Development Agency  
Transportation Policy Committee adopting the  
FY 2023 - FY 2026 Transportation Improvement Program**

**Whereas**, the Kentuckiana Regional Planning and Development Agency (KIPDA) Transportation Policy Committee is designated by the governors of the State of Indiana and the Commonwealth of Kentucky under state and federal laws as the Metropolitan Planning Organization (MPO) for the Louisville/Jefferson County KY-IN Planning Area encompassing Clark and Floyd counties and a portion of Harrison County in Indiana, and Bullitt, Jefferson, and Oldham counties and a portion of Shelby County in Kentucky; and,

**Whereas**, consistent with federal and state mandates, states' environmental requirements, and with the KIPDA Transportation Policy Committee's Memorandum of Agreement, *Participation Plan*, *Title VI: Environmental Justice Plan*, *Project Management Guidebook*, *Complete Streets Policy*, and other operating procedures, the KIPDA Transportation Policy Committee has worked with local, state, and federal jurisdictions and agencies in a continuing, cooperative, and comprehensive planning process; and has incorporated the work of local governments, and the suggestions of citizens, businesses, and interests throughout the MPA in this document; and

**Whereas**, the *FY 2023 - FY 2026 Transportation Improvement Program for the Louisville/Jefferson County (KY-IN) Metropolitan Planning Area* is a subset of *Connecting Kentuckiana 2050*, the Louisville/Jefferson County (KY-IN) Metropolitan Transportation Plan, which has been determined to conform to the State Implementation Plans of Indiana and Kentucky; and,

**Whereas**, the *FY2023 -FY 2026 Transportation Improvement Program for the Louisville/Jefferson County (KY-IN) Metropolitan Planning Area* is fiscally constrained. The Kentucky and Indiana non-dedicated funded projects identified in this TIP have been requested by the Indiana Department of Transportation (INDOT) and the Kentucky Transportation Cabinet (KYTC). The required funds will become part of the Kentucky FY 2021 - 2024 Statewide Transportation Improvement Program (STIP), and the Indiana FY 2022 - 2026 STIP, respectively, and will become part of the end of fiscal year, fiscal constraint recalculations; and,

**Now, therefore be it resolved**, by the Transportation Policy Committee of KIPDA that the *FY 2023 - FY 2026 Transportation Improvement Program for the Louisville/Jefferson County (KY-IN) Metropolitan Planning Area* is adopted by official action at the May 25, 2023, meeting. This action is contingent upon and effective when a planning conformity finding is made by the appropriate federal agencies; and,

11520 Commonwealth Drive  
Louisville, KY 40299  
[www.kipda.org](http://www.kipda.org)

Phone: 502.266.6084  
Fax: 502.266.5047  
TDD: 800.648.6056





Area Agency on Aging and Independent Living  
Area Development District  
Metropolitan Planning Organization



Be it further resolved, that the KIPDA staff is authorized to transmit the *FY 2023 – FY 2026 Transportation Improvement Program for the Louisville/Jefferson County (KY-IN) Metropolitan Planning Area* to the governors of the State of Indiana and the Commonwealth of Kentucky, and to the Indiana Department of Transportation and the Kentucky Transportation Cabinet in compliance with Federal and state requirements.


**Whereas**, the KIPDA Transportation Policy Committee is to certify that *Connecting Kentuckiana 2050* complies with all of the applicable requirements of the Federal Transit Act, Clean Air Act, Americans with Disabilities Act, Civil Rights Act, Federal Transportation Act, and all other applicable state and federal laws; and,

**Whereas**, *Connecting Kentuckiana 2050*, will serve as the KIPDA Metropolitan Transportation Plan under federal law contingent upon and effective when a conformity finding is made by the appropriate federal agencies; and,

**Now, therefore let it be resolved**, that the KIPDA Transportation Policy Committee adopts the *Connecting Kentuckiana 2050 Metropolitan Transportation Plan* to serve as the KIPDA MPO official Metropolitan Transportation Plan; and,

**Let it be further resolved** that KIPDA staff is authorized to transmit *Connecting Kentuckiana 2050* to the Governors of the State of Indiana and the Commonwealth of Kentucky, and to the Indiana Department of Transportation and the Kentucky Transportation Cabinet in compliance with federal and state requirements.

**Adopted** by the KIPDA Transportation Policy Committee on the 25<sup>th</sup> day of May 2023.

  
Bernie Bowling,  
St. Mathews City Council,  
KIPDA Transportation  
Policy Committee, Chair

  
Andy Rush,  
KIPDA Transportation Division,  
Director

# Kentucky Maintenance Projects

Sponsor Agency: KYTC		Project Name: I-65 Bridge at Standiford Lane				
KIPDA ID:	State ID/DES #:	Open to Public:	County/Counties:	Project Cost:	AQ Analysis Status:	
3104	5-10083.00	2027	Jefferson	\$3,663,000	Exempt	
Project Description:						
Bridge project in Jefferson County on (056B00390N) I-65 at Standiford Lane.						
Justification:						
Increase safety for all users. Maintain the existing transportation network in a good state of repair.						
Phase:	Year:	Funding Category:	Federal:	State/Local:	Total:	
D	2025	BRO	\$266,400	\$66,600	\$333,000	
C	2025	BRO	\$2,664,000	\$666,000	\$3,330,000	
Total			\$2,930,400	\$732,600	\$3,663,000	

Sponsor Agency: KYTC		Project Name: I-65 Bridge at US 60A (Eastern Parkway)				
KIPDA ID:	State ID/DES #:	Open to Public:	County/Counties:	Project Cost:	AQ Analysis Status:	
3112	5-10065.00	2028	Jefferson	\$6,094,000	Exempt	
Project Description:						
Bridge project in Jefferson County on (056B00180N) I-65 at US 60A (Eastern Parkway).						
Justification:						
Increase safety for all users. Maintain the existing transportation network in a state of good repair.						
Phase:	Year:	Funding Category:	Federal:	State/Local:	Total:	
D	2026	BRO	\$443,200	\$110,800	\$554,000	
C	2026	BRO	\$4,432,000	\$1,108,000	\$5,540,000	
Total			\$4,875,200	\$1,218,800	\$6,094,000	

Sponsor Agency: KYTC		Project Name: I-65 SB Bridge at Ohio River				
KIPDA ID:	State ID/DES #:	Open to Public:	County/Counties:	Project Cost:	AQ Analysis Status:	
3028	5-10074.00	2025	Jefferson	\$1,320,000	Exempt	
Project Description:						
Bridge project in Jefferson County on (056B00214L) I-65 Southbound at Ohio River.						
Justification:						
Increase safety for all users. Maintain the existing transportation network in a state of good repair.						
Phase:	Year:	Funding Category:	Federal:	State/Local:	Total:	
D	2023	Bridge	\$96,000	\$24,000	\$120,000	
C	2023	BRO	\$960,000	\$240,000	\$1,200,000	
Total			\$1,056,000	\$264,000	\$1,320,000	

and there is no suitable bat habitat present under this bridge, there will be no effect on roosting habitat for Gray bats.

Indiana and Northern long-eared bat roosting habitat includes any tree > 5” (IB) and > 3” dbh (NLEB) that possesses any or all of the following characteristics: exfoliating bark, dead or dying trunk/limbs, cavities, and fissures. Commuting Indiana and Northern long-eared bat habitat includes areas connecting foraging habitat to roosting habitat. This includes fencerows, tree lines, and open canopy breaks in forest habitat. Indiana and Northern long-eared bat foraging habitat includes closed to semi-open forested habitat and forested edges, including floodplain, riparian, lowland, and upland forests. Winter habitat for Indiana and Northern long-eared bats includes caves or deep mines including coal and limestone operations. There is forested habitat in proximity to the bridge, but there is no tree removal associated with this project, so there will be no impacts to roosting or commuting habitat for these species. This project does impact a bridge but given there will only be maintenance activities for this project and there is no suitable bat habitat present under this bridge, there will be no effect on roosting habitat for these bat species. The Ohio River is located underneath the John F. Kennedy bridge which provides foraging habitat for both bat species. Given this project is only providing maintenance to both the joints and bearings, it will have no impact on foraging habitat for these species.

Mussels: The listed freshwater mussel species can vary heavily in habitat preferences. Generally, they can prefer anywhere from small streams to large rivers depending on suitable habitat present. They require perennial flowing water of good quality with heterogeneous substrate mixtures typically consisting of gravel/cobble/sand. There is suitable habitat for listed mussel species in the Ohio River under this bridge, but the maintenance nature of this project would keep from any impacts to the river below the bridge. Thus, there will be no effects on the listed mussel species.

Determinations: no effect for:

Gray Bat	<i>Myotis grisescens</i>
Indiana Bat	<i>Myotis sodalis</i>
Northern Long-eared Bat	<i>Myotis septentrionalis</i>
Clubshell	<i>Pleurobema clava</i>
Fanshell	<i>Cyprogenia stegaria</i>
Northern Riffleshell	<i>Epioblasma rangiana</i>
Orangefoot Pimpleback	<i>Plethobasus cooperianus</i>
Pink Mucket	<i>Lampsilis abrupta</i>
Rabbitsfoot	<i>Theliderma cylindrica</i>
Ring Pink	<i>Obovaria retusa</i>
Rough Pigtoe	<i>Pleurobema plenum</i>

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

Makayla Beckner

KYTC Signature

Makayla Beckner

Print Name

12/19/2023

Date

E.A.T.S. Milestones updated

MCB

Name

12/19/2023

Date



## United States Department of the Interior



FISH AND WILDLIFE SERVICE  
Kentucky Ecological Services Field Office  
J C Watts Federal Building, Room 265  
330 West Broadway  
Frankfort, KY 40601-8670  
Phone: (502) 695-0468 Fax: (502) 695-1024  
Email Address: [kentuckyes@fws.gov](mailto:kentuckyes@fws.gov)

In Reply Refer To:  
Project Code: 2024-0027546  
Project Name: 5-10074

December 18, 2023

Subject: List of threatened and endangered species that may occur in your proposed project location or may be affected by your proposed project

### To Whom It May Concern:

The enclosed species list identifies threatened, endangered, proposed and candidate species, as well as proposed and final designated critical habitat, that may occur within the boundary of your proposed project and/or may be affected by your proposed project. The species list fulfills the requirements of the U.S. Fish and Wildlife Service (Service) under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 *et seq.*).

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. Please feel free to contact us if you need more current information or assistance regarding the potential impacts to federally proposed, listed, and candidate species and federally designated and proposed critical habitat. Please note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days. This verification can be completed formally or informally as desired. The Service recommends that verification be completed by visiting the IPaC website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through the IPaC system by completing the same process used to receive the enclosed list.

The purpose of the Act is to provide a means whereby threatened and endangered species and the ecosystems upon which they depend may be conserved. Under sections 7(a)(1) and 7(a)(2) of the Act and its implementing regulations (50 CFR 402 *et seq.*), Federal agencies are required to utilize their authorities to carry out programs for the conservation of threatened and endangered species and to determine whether projects may affect threatened and endangered species and/or designated critical habitat.

A Biological Assessment is required for construction projects (or other undertakings having similar physical impacts) that are major Federal actions significantly affecting the quality of the

12/18/2023

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human environment as defined in the National Environmental Policy Act (42 U.S.C. 4332(2)(c)). For projects other than major construction activities, the Service suggests that a biological evaluation similar to a Biological Assessment be prepared to determine whether the project may affect listed or proposed species and/or designated or proposed critical habitat. Recommended contents of a Biological Assessment are described at 50 CFR 402.12.

If a Federal agency determines, based on the Biological Assessment or biological evaluation, that listed species and/or designated critical habitat may be affected by the proposed project, the agency is required to consult with the Service pursuant to 50 CFR 402. In addition, the Service recommends that candidate species, proposed species and proposed critical habitat be addressed within the consultation. More information on the regulations and procedures for section 7 consultation, including the role of permit or license applicants, can be found in the "Endangered Species Consultation Handbook" at:

<https://www.fws.gov/sites/default/files/documents/endangered-species-consultation-handbook.pdf>

**Migratory Birds:** In addition to responsibilities to protect threatened and endangered species under the Endangered Species Act (ESA), there are additional responsibilities under the Migratory Bird Treaty Act (MBTA) and the Bald and Golden Eagle Protection Act (BGEPA) to protect native birds from project-related impacts. Any activity, intentional or unintentional, resulting in take of migratory birds, including eagles, is prohibited unless otherwise permitted by the U.S. Fish and Wildlife Service (50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)). For more information regarding these Acts, see <https://www.fws.gov/program/migratory-bird-permit/what-we-do..>

The MBTA has no provision for allowing take of migratory birds that may be unintentionally killed or injured by otherwise lawful activities. It is the responsibility of the project proponent to comply with these Acts by identifying potential impacts to migratory birds and eagles within applicable NEPA documents (when there is a federal nexus) or a Bird/Eagle Conservation Plan (when there is no federal nexus). Proponents should implement conservation measures to avoid or minimize the production of project-related stressors or minimize the exposure of birds and their resources to the project-related stressors. For more information on avian stressors and recommended conservation measures, see <https://www.fws.gov/library/collections/threats-birds>.

In addition to MBTA and BGEPA, Executive Order 13186: *Responsibilities of Federal Agencies to Protect Migratory Birds*, obligates all Federal agencies that engage in or authorize activities that might affect migratory birds, to minimize those effects and encourage conservation measures that will improve bird populations. Executive Order 13186 provides for the protection of both migratory birds and migratory bird habitat. For information regarding the implementation of Executive Order 13186, please visit <https://www.fws.gov/partner/council-conservation-migratory-birds>.

We appreciate your concern for threatened and endangered species. The Service encourages Federal agencies to include conservation of threatened and endangered species into their project planning to further the purposes of the Act. Please include the Consultation Code in the header of

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12/18/2023

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this letter with any request for consultation or correspondence about your project that you submit to our office.

**Note:** IPaC has provided all available attachments because this project is in multiple field office jurisdictions.

Attachment(s):

- Official Species List
- USFWS National Wildlife Refuges and Fish Hatcheries
- Bald & Golden Eagles
- Migratory Birds
- Wetlands

## OFFICIAL SPECIES LIST

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

### **Kentucky Ecological Services Field Office**

J C Watts Federal Building, Room 265  
330 West Broadway  
Frankfort, KY 40601-8670  
(502) 695-0468

This project's location is within the jurisdiction of multiple offices. However, only one species list document will be provided for all offices. The species and critical habitats in this document reflect the aggregation of those that fall in each of the affiliated office's jurisdiction. Other offices affiliated with the project:

### **Indiana Ecological Services Field Office**

620 South Walker Street  
Bloomington, IN 47403-2121  
(812) 334-4261

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PROJECT SUMMARY

Project Code: 2024-0027546  
Project Name: 5-10074  
Project Type: Bridge - Maintenance  
Project Description: BRIDGE PROJECT IN JEFFERSON COUNTY ON (056B00214L) I-65  
SB AT OHIO RIVER

Project Location:  
The approximate location of the project can be viewed in Google Maps: <https://www.google.com/maps/@38.2647867,-85.7432560957654,14z>



Counties: Indiana and Kentucky

ENDANGERED SPECIES ACT SPECIES

There is a total of 14 threatened, endangered, or candidate species on this species list.

Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries<sup>1</sup>, as USFWS does not have the authority to speak on behalf of NOAA and the Department of Commerce.

See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

1. [NOAA Fisheries](#), also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

MAMMALS

NAME	STATUS
<div>Gray Bat <i>Myotis grisescens</i></div> <div>No critical habitat has been designated for this species. Species profile: <a href="https://ecos.fws.gov/ecp/species/6329">https://ecos.fws.gov/ecp/species/6329</a> General project design guidelines: <a href="https://ipac.ecosphere.fws.gov/project/JKB3OMH5FNGYRG3U4EQ2AUISPM/documents/generated/6422.pdf">https://ipac.ecosphere.fws.gov/project/JKB3OMH5FNGYRG3U4EQ2AUISPM/documents/generated/6422.pdf</a></div>	Endangered
<div>Indiana Bat <i>Myotis sodalis</i></div> <div>There is <b>final</b> critical habitat for this species. Your location does not overlap the critical habitat. Species profile: <a href="https://ecos.fws.gov/ecp/species/5949">https://ecos.fws.gov/ecp/species/5949</a> General project design guidelines: <a href="https://ipac.ecosphere.fws.gov/project/JKB3OMH5FNGYRG3U4EQ2AUISPM/documents/generated/6422.pdf">https://ipac.ecosphere.fws.gov/project/JKB3OMH5FNGYRG3U4EQ2AUISPM/documents/generated/6422.pdf</a></div>	Endangered
<div>Northern Long-eared Bat <i>Myotis septentrionalis</i></div> <div>No critical habitat has been designated for this species. Species profile: <a href="https://ecos.fws.gov/ecp/species/9045">https://ecos.fws.gov/ecp/species/9045</a> General project design guidelines: <a href="https://ipac.ecosphere.fws.gov/project/JKB3OMH5FNGYRG3U4EQ2AUISPM/documents/generated/6422.pdf">https://ipac.ecosphere.fws.gov/project/JKB3OMH5FNGYRG3U4EQ2AUISPM/documents/generated/6422.pdf</a></div>	Endangered
<div>Tricolored Bat <i>Perimyotis subflavus</i></div> <div>No critical habitat has been designated for this species. Species profile: <a href="https://ecos.fws.gov/ecp/species/10515">https://ecos.fws.gov/ecp/species/10515</a></div>	Proposed Endangered

BIRDS

NAME	STATUS
Whooping Crane <i>Grus americana</i> Population: U.S.A. (AL, AR, CO, FL, GA, ID, IL, IN, IA, KY, LA, MI, MN, MS, MO, NC, NM, OH, SC, TN, UT, VA, WI, WV, western half of WY) No critical habitat has been designated for this species. Species profile: <a href="https://ecos.fws.gov/ecp/species/758">https://ecos.fws.gov/ecp/species/758</a>	Experimental Population, Non- Essential

CLAMS

NAME	STATUS
<p>Clubshell <i>Pleurobema clava</i></p> <p>Population: Wherever found; Except where listed as Experimental Populations</p> <p>No critical habitat has been designated for this species.</p> <p>Species profile: <a href="https://ecos.fws.gov/ecp/species/3789">https://ecos.fws.gov/ecp/species/3789</a></p> <p>General project design guidelines: <a href="https://ipac.ecosphere.fws.gov/project/JKB3OMH5FNGYRG3U4EQ2AUISPM/documents/generated/5639.pdf">https://ipac.ecosphere.fws.gov/project/JKB3OMH5FNGYRG3U4EQ2AUISPM/documents/generated/5639.pdf</a></p>	Endangered
<p>Fanshell <i>Cyprogenia stegaria</i></p> <p>No critical habitat has been designated for this species.</p> <p>Species profile: <a href="https://ecos.fws.gov/ecp/species/4822">https://ecos.fws.gov/ecp/species/4822</a></p> <p>General project design guidelines: <a href="https://ipac.ecosphere.fws.gov/project/JKB3OMH5FNGYRG3U4EQ2AUISPM/documents/generated/5639.pdf">https://ipac.ecosphere.fws.gov/project/JKB3OMH5FNGYRG3U4EQ2AUISPM/documents/generated/5639.pdf</a></p>	Endangered
<p>Northern Riffleshell <i>Epioblasma rangiana</i></p> <p>No critical habitat has been designated for this species.</p> <p>Species profile: <a href="https://ecos.fws.gov/ecp/species/527">https://ecos.fws.gov/ecp/species/527</a></p> <p>General project design guidelines: <a href="https://ipac.ecosphere.fws.gov/project/JKB3OMH5FNGYRG3U4EQ2AUISPM/documents/generated/5639.pdf">https://ipac.ecosphere.fws.gov/project/JKB3OMH5FNGYRG3U4EQ2AUISPM/documents/generated/5639.pdf</a></p>	Endangered
<p>Orangefoot Pimpleback (pearlymussel) <i>Plethobasus cooperianus</i></p> <p>No critical habitat has been designated for this species.</p> <p>Species profile: <a href="https://ecos.fws.gov/ecp/species/1132">https://ecos.fws.gov/ecp/species/1132</a></p> <p>General project design guidelines: <a href="https://ipac.ecosphere.fws.gov/project/JKB3OMH5FNGYRG3U4EQ2AUISPM/documents/generated/5639.pdf">https://ipac.ecosphere.fws.gov/project/JKB3OMH5FNGYRG3U4EQ2AUISPM/documents/generated/5639.pdf</a></p>	Endangered
<p>Pink Mucket (pearlymussel) <i>Lampsilis abrupta</i></p> <p>No critical habitat has been designated for this species.</p> <p>Species profile: <a href="https://ecos.fws.gov/ecp/species/7829">https://ecos.fws.gov/ecp/species/7829</a></p> <p>General project design guidelines: <a href="https://ipac.ecosphere.fws.gov/project/JKB3OMH5FNGYRG3U4EQ2AUISPM/documents/generated/5639.pdf">https://ipac.ecosphere.fws.gov/project/JKB3OMH5FNGYRG3U4EQ2AUISPM/documents/generated/5639.pdf</a></p>	Endangered
<p>Rabbitsfoot <i>Quadrula cylindrica cylindrica</i></p> <p>There is <b>final</b> critical habitat for this species. Your location does not overlap the critical habitat.</p> <p>Species profile: <a href="https://ecos.fws.gov/ecp/species/5165">https://ecos.fws.gov/ecp/species/5165</a></p> <p>General project design guidelines: <a href="https://ipac.ecosphere.fws.gov/project/JKB3OMH5FNGYRG3U4EQ2AUISPM/documents/generated/5639.pdf">https://ipac.ecosphere.fws.gov/project/JKB3OMH5FNGYRG3U4EQ2AUISPM/documents/generated/5639.pdf</a></p>	Threatened
<p>Ring Pink (mussel) <i>Obovaria retusa</i></p> <p>No critical habitat has been designated for this species.</p> <p>Species profile: <a href="https://ecos.fws.gov/ecp/species/4128">https://ecos.fws.gov/ecp/species/4128</a></p> <p>General project design guidelines: <a href="https://ipac.ecosphere.fws.gov/project/JKB3OMH5FNGYRG3U4EQ2AUISPM/documents/generated/5639.pdf">https://ipac.ecosphere.fws.gov/project/JKB3OMH5FNGYRG3U4EQ2AUISPM/documents/generated/5639.pdf</a></p>	Endangered

NAME	STATUS
<div>Rough Pigtoe <i>Pleurobema plenum</i> No critical habitat has been designated for this species. Species profile: <a href="https://ecos.fws.gov/ecp/species/6894">https://ecos.fws.gov/ecp/species/6894</a> General project design guidelines: <a href="https://ipac.ecosphere.fws.gov/project/JKB3OMH5FNGYRG3U4EQ2AUISPM/documents/generated/5639.pdf">https://ipac.ecosphere.fws.gov/project/JKB3OMH5FNGYRG3U4EQ2AUISPM/documents/generated/5639.pdf</a></div>	Endangered

INSECTS

NAME	STATUS
<div>Monarch Butterfly <i>Danaus plexippus</i> No critical habitat has been designated for this species. Species profile: <a href="https://ecos.fws.gov/ecp/species/9743">https://ecos.fws.gov/ecp/species/9743</a></div>	Candidate

CRITICAL HABITATS

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.

YOU ARE STILL REQUIRED TO DETERMINE IF YOUR PROJECT(S) MAY HAVE EFFECTS ON ALL ABOVE LISTED SPECIES.

USFWS NATIONAL WILDLIFE REFUGE LANDS AND FISH HATCHERIES

Any activity proposed on lands managed by the [National Wildlife Refuge](#) system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

THERE ARE NO REFUGE LANDS OR FISH HATCHERIES WITHIN YOUR PROJECT AREA.

BALD & GOLDEN EAGLES

Bald and golden eagles are protected under the Bald and Golden Eagle Protection Act<sup>1</sup> and the Migratory Bird Treaty Act<sup>2</sup>.

Any person or organization who plans or conducts activities that may result in impacts to bald or golden eagles, or their habitats<sup>3</sup>, should follow appropriate regulations and consider implementing appropriate conservation measures, as described in the links below. Specifically, please review the ["Supplemental Information on Migratory Birds and Eagles"](#).

1. The [Bald and Golden Eagle Protection Act](#) of 1940.

2. The [Migratory Birds Treaty Act](#) of 1918.

3. 50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)

**There are bald and/or golden eagles in your project area.**

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, see the PROBABILITY OF PRESENCE SUMMARY below to see when these birds are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON
<b>Bald Eagle <i>Haliaeetus leucocephalus</i></b> This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. <a href="https://ecos.fws.gov/ecp/species/1626">https://ecos.fws.gov/ecp/species/1626</a>	Breeds Sep 1 to Jul 31
<b>Golden Eagle <i>Aquila chrysaetos</i></b> This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. <a href="https://ecos.fws.gov/ecp/species/1680">https://ecos.fws.gov/ecp/species/1680</a>	Breeds elsewhere

**PROBABILITY OF PRESENCE SUMMARY**

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read "[Supplemental Information on Migratory Birds and Eagles](#)", specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

**Probability of Presence (■)**

Green bars; the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during that week of the year.

**Breeding Season (■)**

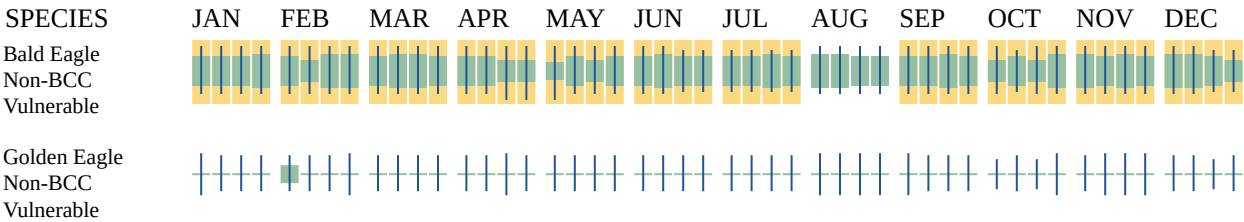
Yellow bars; liberal estimate of the timeframe inside which the bird breeds across its entire range.

**Survey Effort (|)**

Vertical black lines; the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps.

**No Data (—)**

A week is marked as having no data if there were no survey events for that week.



- Additional information can be found using the following links:
- Eagle Management <https://www.fws.gov/program/eagle-management>
  - Measures for avoiding and minimizing impacts to birds <https://www.fws.gov/library/collections/avoiding-and-minimizing-incident-take-migratory-birds>
  - Nationwide conservation measures for birds <https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf>
  - Supplemental Information for Migratory Birds and Eagles in IPaC <https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action>

## MIGRATORY BIRDS

Certain birds are protected under the Migratory Bird Treaty Act<sup>1</sup> and the Bald and Golden Eagle Protection Act<sup>2</sup>.

Any person or organization who plans or conducts activities that may result in impacts to migratory birds, eagles, and their habitats<sup>3</sup> should follow appropriate regulations and consider implementing appropriate conservation measures, as described in the links below. Specifically, please review the ["Supplemental Information on Migratory Birds and Eagles"](#).

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1. The [Migratory Birds Treaty Act](#) of 1918.

2. The [Bald and Golden Eagle Protection Act](#) of 1940.

3. 50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, see the PROBABILITY OF PRESENCE SUMMARY below to see when these birds are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON
<div>Bald Eagle <i>Haliaeetus leucocephalus</i></div> <div>This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.</div> <div><a href="https://ecos.fws.gov/ecp/species/1626">https://ecos.fws.gov/ecp/species/1626</a></div>	Breeds Sep 1 to Jul 31
<div>Black-billed Cuckoo <i>Coccyzus erythrophthalmus</i></div> <div>This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.</div> <div><a href="https://ecos.fws.gov/ecp/species/9399">https://ecos.fws.gov/ecp/species/9399</a></div>	Breeds May 15 to Oct 10
<div>Bobolink <i>Dolichonyx oryzivorus</i></div> <div>This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.</div> <div><a href="https://ecos.fws.gov/ecp/species/9454">https://ecos.fws.gov/ecp/species/9454</a></div>	Breeds May 20 to Jul 31
<div>Cerulean Warbler <i>Dendroica cerulea</i></div> <div>This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.</div> <div><a href="https://ecos.fws.gov/ecp/species/2974">https://ecos.fws.gov/ecp/species/2974</a></div>	Breeds Apr 23 to Jul 20
<div>Chimney Swift <i>Chaetura pelagica</i></div> <div>This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.</div> <div><a href="https://ecos.fws.gov/ecp/species/9406">https://ecos.fws.gov/ecp/species/9406</a></div>	Breeds Mar 15 to Aug 25
<div>Eastern Whip-poor-will <i>Antrostomus vociferus</i></div> <div>This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.</div> <div><a href="https://ecos.fws.gov/ecp/species/10678">https://ecos.fws.gov/ecp/species/10678</a></div>	Breeds May 1 to Aug 20
<div>Field Sparrow <i>Spizella pusilla</i></div> <div>This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA</div> <div><a href="https://ecos.fws.gov/ecp/species/9446">https://ecos.fws.gov/ecp/species/9446</a></div>	Breeds Mar 1 to Aug 15
<div>Golden Eagle <i>Aquila chrysaetos</i></div> <div>This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.</div> <div><a href="https://ecos.fws.gov/ecp/species/1680">https://ecos.fws.gov/ecp/species/1680</a></div>	Breeds elsewhere
<div>Henslow's Sparrow <i>Ammodramus henslowii</i></div> <div>This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.</div> <div><a href="https://ecos.fws.gov/ecp/species/3941">https://ecos.fws.gov/ecp/species/3941</a></div>	Breeds May 1 to Aug 31
<div>Kentucky Warbler <i>Oporornis formosus</i></div> <div>This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.</div> <div><a href="https://ecos.fws.gov/ecp/species/9443">https://ecos.fws.gov/ecp/species/9443</a></div>	Breeds Apr 20 to Aug 20

NAME	BREEDING SEASON
<div>Lesser Yellowlegs <i>Tringa flavipes</i></div> <div>This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. <a href="https://ecos.fws.gov/ecp/species/9679">https://ecos.fws.gov/ecp/species/9679</a></div>	Breeds elsewhere
<div>Prairie Warbler <i>Dendroica discolor</i></div> <div>This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. <a href="https://ecos.fws.gov/ecp/species/9513">https://ecos.fws.gov/ecp/species/9513</a></div>	Breeds May 1 to Jul 31
<div>Prothonotary Warbler <i>Protonotaria citrea</i></div> <div>This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. <a href="https://ecos.fws.gov/ecp/species/9439">https://ecos.fws.gov/ecp/species/9439</a></div>	Breeds Apr 1 to Jul 31
<div>Red-headed Woodpecker <i>Melanerpes erythrocephalus</i></div> <div>This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. <a href="https://ecos.fws.gov/ecp/species/9398">https://ecos.fws.gov/ecp/species/9398</a></div>	Breeds May 10 to Sep 10
<div>Rusty Blackbird <i>Euphagus carolinus</i></div> <div>This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA <a href="https://ecos.fws.gov/ecp/species/9478">https://ecos.fws.gov/ecp/species/9478</a></div>	Breeds elsewhere
<div>Wood Thrush <i>Hylocichla mustelina</i></div> <div>This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. <a href="https://ecos.fws.gov/ecp/species/9431">https://ecos.fws.gov/ecp/species/9431</a></div>	Breeds May 10 to Aug 31

PROBABILITY OF PRESENCE SUMMARY

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read "[Supplemental Information on Migratory Birds and Eagles](#)", specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

Green bars; the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during that week of the year.

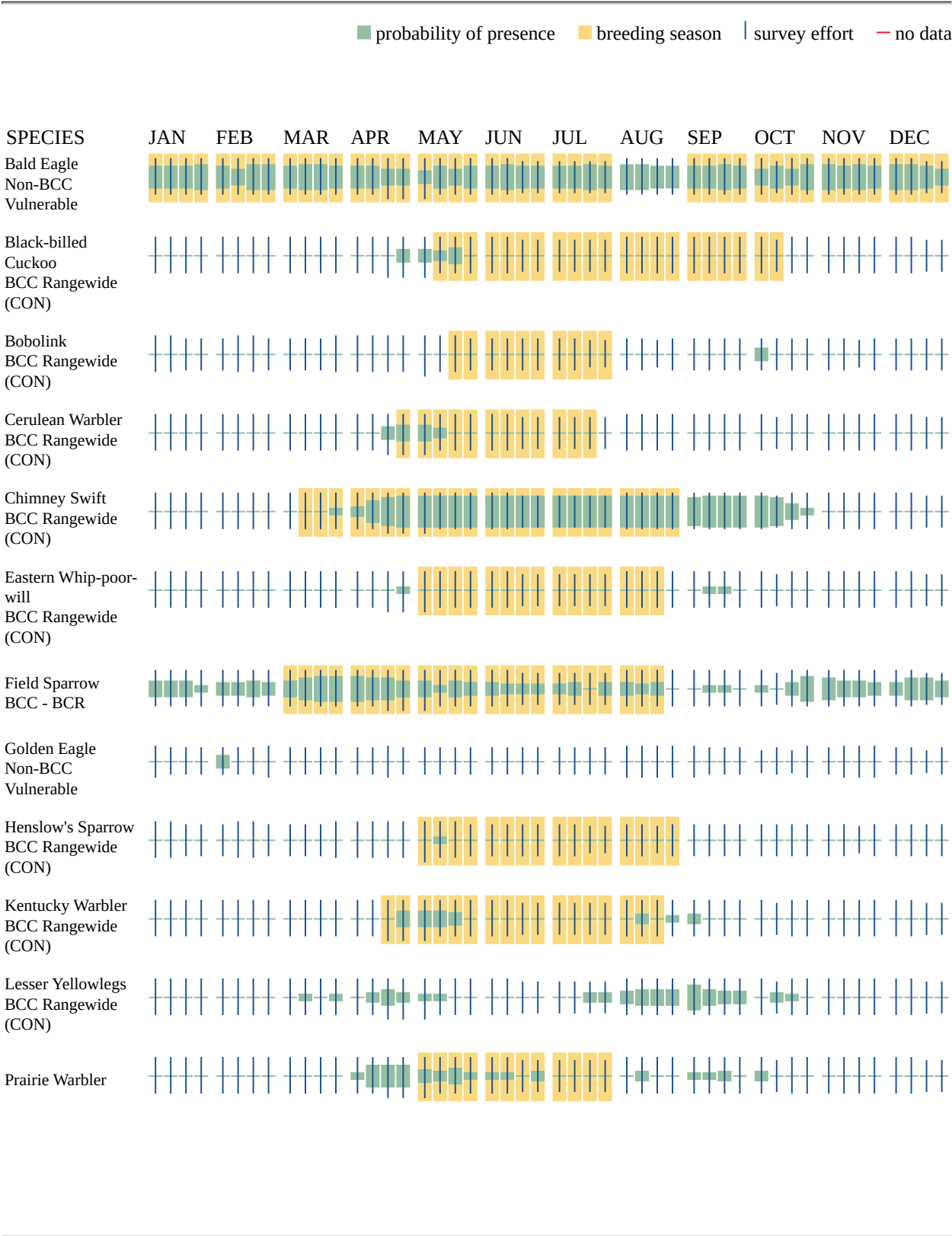
Breeding Season (■)

Yellow bars; liberal estimate of the timeframe inside which the bird breeds across its entire range.

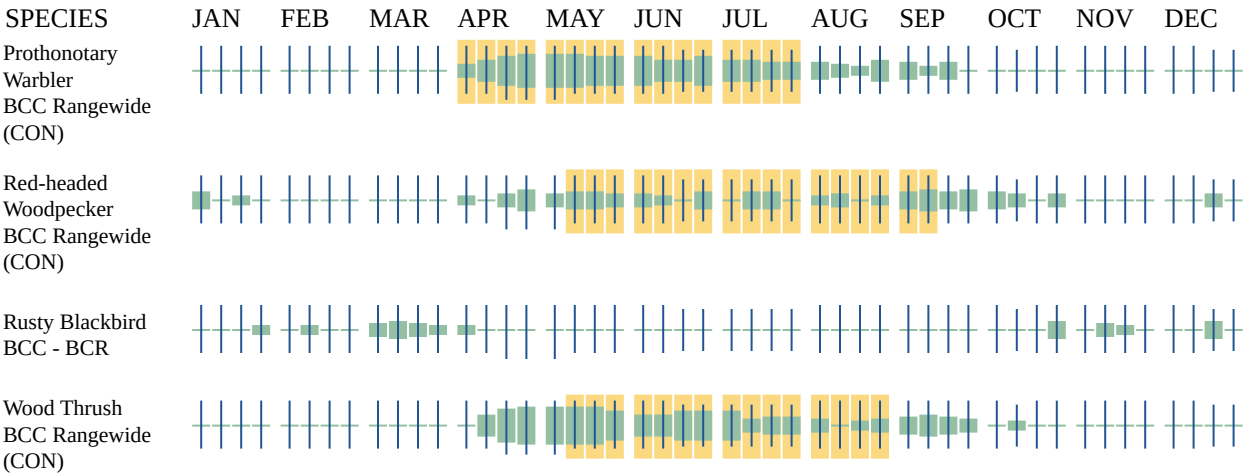
Survey Effort (|)

Vertical black lines; the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps.

**No Data (—)**  
A week is marked as having no data if there were no survey events for that week.



BCC Rangewide  
(CON)



Additional information can be found using the following links:

- Eagle Management <https://www.fws.gov/program/eagle-management>
- Measures for avoiding and minimizing impacts to birds <https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds>
- Nationwide conservation measures for birds <https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf>
- Supplemental Information for Migratory Birds and Eagles in IPaC <https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action>

WETLANDS

Impacts to [NWI wetlands](#) and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local [U.S. Army Corps of Engineers District](#).

Please note that the NWI data being shown may be out of date. We are currently working to update our NWI data set. We recommend you verify these results with a site visit to determine the actual extent of wetlands on site.

- RIVERINE
- R2UBH

**IPAC USER CONTACT INFORMATION**

Agency: Kentucky Transportation Cabinet  
Name: Makayla Beckner  
Address: 200 Mero Street  
City: FRANKFORT  
State: KY  
Zip: 40622  
Email: makayla.beckner@ky.gov  
Phone: 5027825029

**PART II**

**SPECIFICATIONS AND STANDARD DRAWINGS**

### **STANDARD SPECIFICATIONS**

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

### **SUPPLEMENTAL SPECIFICATIONS**

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

## **PART III**

### **EMPLOYMENT, WAGE AND RECORD REQUIREMENTS**

REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**6. Training and Promotion:**

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

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

- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

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

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

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

- a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurances Required:**

- a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.
- b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
  - (1) Withholding monthly progress payments;
  - (2) Assessing sanctions;
  - (3) Liquidated damages; and/or
  - (4) Disqualifying the contractor from future bidding as non-responsible.
- c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

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

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

- (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
- (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

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

1. Minimum wages (29 CFR 5.5)

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

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

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

- (ii) The classification is used in the area by the construction industry; and
- (iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

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

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

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is used in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

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

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

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

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

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

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

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

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

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

### 3. Records and certified payrolls (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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

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

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

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

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

3. Withholding for unpaid wages and liquidated damages

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

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

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

**VII. SAFETY: ACCIDENT PREVENTION**

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

- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

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

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

**VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

**1. Instructions for Certification – First Tier Participants:**

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

- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

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**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.

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**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.

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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.

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XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**KENTUCKY TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS**

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

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

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

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

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

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

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

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

Revised: January 25, 2017

### Standard Title VI/Non-Discrimination Assurances

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

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

### **Standard Title VI/Non-Discrimination Statutes and Authorities**

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

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

## EXECUTIVE BRANCH CODE OF ETHICS

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

KRS 11A.040 (7) provides:

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

KRS 11A.040 (9) states:

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

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

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

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

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

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

Revised: May 23, 2022

**General Decision Number:** KY20240038 01/05/2024

**Superseded General Decision Number:** KY20230038

**State:** Kentucky

**Construction Type:** Highway

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

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

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<div><div>. Executive Order 14026 generally applies to the contract.</div><div>. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</div></div>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<div><div>. Executive Order 13658 generally applies to the contract.</div><div>. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on</div></div>

	that contract in 2024.
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The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

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

Modification Number	Publication Date
0	01/05/2024

BRIN0004-003 06/01/2023

BRECKENRIDGE COUNTY

	Rates	Fringes
BRICKLAYER.....	\$ 34.17	19.60
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BRKY0001-005 06/01/2023

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

	Rates	Fringes
BRICKLAYER.....	\$ 33.48	15.92
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BRKY0002-006 06/01/2023

BRACKEN, GALLATIN, GRANT, MASON & ROBERTSON COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 33.48	15.92
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BRKY0007-004 06/01/2023

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

	Rates	Fringes
BRICKLAYER.....	\$ 39.46	20.14
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BRKY0017-004 06/01/2023

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

	Rates	Fringes
BRICKLAYER.....	\$ 33.48	15.92
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CARP0064-001 04/01/2023

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

BRACKEN, GALLATIN and GRANT COUNTIES

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

BRACKEN, GALLATIN & GRANT COUNTIES:

	Rates	Fringes
Sound & Communication Technician.....	\$ 26.70	13.41
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ELEC0317-012 05/29/2023

BOYD, CARTER, ELLIOT & ROWAN COUNTIES:

	Rates	Fringes
ELECTRICIAN (Wiremen).....	\$ 37.15	22.73
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ELEC0369-007 06/01/2022

ANDERSON, BATH, BOURBON, BOYLE, BRECKINRIDGE, BULLITT, CARROLL,  
CLARK, FAYETTE, FRAONKLIN, GRAYSON, HARDIN, HARRISON, HENRY,  
JEFFERSON, JESSAMINE, LARUE, MADISON, MARION, MEADE, MERCER,  
MONTGOMERY, NELSON, NICHOLAS, OLDHAM, OWEN, ROBERTSON, SCOTT,  
SHELBY, SPENCER, TRIMBLE, WASHINGTON, & WOODFORD COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 34.60	19.57
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ELEC0575-002 05/29/2023

FLEMING, GREENUP, LEWIS & MASON COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 36.50	21.76
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ENGI0181-018 07/01/2023

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

OPERATING ENGINEER CLASSIFICATIONS

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

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

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

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

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

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

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**IRON0044-009 06/01/2023**

BRACKEN, GALLATIN, GRANT, HARRISON, ROBERTSON,  
BOURBON (Northern third, including Townships of Jackson, Millersburg, Ruddel Mills & Shawhan);  
CARROLL (Eastern third, including the Township of Ghent);  
FLEMING (Western part, excluding Townships of Beechburg, Colfax, Elizaville, Flemingsburg, Flemingsburg Junction, Foxport, Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills, Nepton, Pecksridge, Plummers Landing, Plummers Mill, Poplar Plains, Ringos Mills, Tilton & Wallingford);  
MASON (Western two-thirds, including Townships of Dover, Lewisburg, Mays Lick, Maysville, Minerva, Moranburg, Murphysville, Ripley, Sardis, Shannon, South Ripley & Washington);  
NICHOLAS (Townships of Barefoot, Barterville, Carlisle, Ellisville, Headquarters, Henryville, Morningglory, Myers & Oakland Mills);  
OWEN (Townships of Beechwood, Bromley, Fairbanks, Holbrook, Jonesville, Long Ridge, Lusby's Mill, New, New Columbus, New Liberty, Owenton, Poplar Grove, Rockdale, Sanders, Teresita & Wheatley);  
SCOTT (Northern two-thirds, including Townships of Biddle, Davis, Delaplain, Elmville, Longlick, Muddy Ford, Oxford, Rogers Gap, Sadieville, Skinnersburg & Stonewall)

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 30.75	22.70
Structural.....	\$ 32.37	22.70

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IRON0070-006 06/01/2023

ANDERSON, BOYLE, BRECKINRIDGE, BULLITT, FAYETTE, FRANKLIN,  
GRAYSON, HARDIN, HENRY, JEFFERSON, JESSAMINE, LARUE, MADISON,  
MARION, MEADE, MERCER, NELSON, OLDHAM, SHELBY, SPENCER,  
TRIMBLE, WASHINGTON & WOODFORD  
BOURBON (Southern two-thirds, including Townships of Austerlity,  
Centerville, Clintonville, Elizabeth, Hutchison, Littlerock,  
North Middletown & Paris);  
CARROLL (Western two-thirds, including Townships of Carrollton,  
Easterday, English, Locust, Louis, Prestonville & Worthville);  
CLARK (Western two-thirds, including Townships of Becknerville,  
Flanagan, Ford, Pine Grove, Winchester & Wyandotte);  
OWEN (Eastern eighth, including Townships of Glenmary, Gratz,  
Monterey, Perry Park & Tacketts Mill);  
SCOTT (Southern third, including Townships of Georgetown, Great  
Crossing, Newtown, Stampling Ground & Woodlake);

	Rates	Fringes
IRONWORKER.....	\$ 32.59	24.50
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IRON0769-007 06/01/2023

BATH, BOYD, CARTER, ELLIOTT, GREENUP, LEWIS, MONTGOMERY & ROWAN  
CLARK (Eastern third, including townships of Bloomingdale,  
Hunt, Indian Fields, Kiddville, Loglick, Rightangele & Thomson);  
FLEMING (Townships of Beechburg, Colfax, Elizaville,  
Flemingsburg, Flemingsburg Junction, Foxport, Grange City,  
Hillsboro, Hilltop, Mount Carmel, Muses Mills, Nepton,  
Pecksridge, Plummers Landing, Plummers Mill, Poplar Plains,  
Ringos Mills, Tilton & Wallingford);  
MASON (Eastern third, including Townships of Helena, Marshall,  
Orangeburg, Plumville & Springdale);  
NICHOLAS (Eastern eighth, including the Township of Moorefield  
Sprout)

	Rates	Fringes
IRONWORKER		
ZONE 1.....	\$ 36.16	28.34
ZONE 2.....	\$ 36.56	28.34
ZONE 3.....	\$ 38.16	28.34
ZONE 1 - (no base rate increase) Up to 10 mile radius of Union Hall, 1643 Greenup Ave, Ashland, KY.		
ZONE 2 - (add \$0.40 per hour to base rate) 10 to 50 mile radius of Union Hall, 1643 Greenup Ave, Ashland, KY.		
ZONE 3 - (add \$2.00 per hour to base rate) 50 mile radius & over of Union Hall, 1643 Greenup Ave, Ashland, KY.		
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LABO0189-003 07/01/2023

BATH, BOURBON, BOYD, BOYLE, BRACKEN, CARTER, CLARK, ELLIOTT, FAYETTE, FLEMING, FRANKLIN, GALLATIN, GRANT, GREENUP, HARRISON, JESSAMINE, LEWIS, MADISON, MASON, MERCER, MONTGOMERY, NICHOLAS, OWEN, ROBERTSON, ROWAN, SCOTT, & WOOLFORD COUNTIES

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

LABORERS CLASSIFICATIONS

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

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

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

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

LABO0189-008 07/01/2023

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

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

LABORERS CLASSIFICATIONS

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

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

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

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

LABO0189-009 07/01/2023

BRECKINRIDGE & GRAYSON COUNTIES

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

LABORERS CLASSIFICATIONS

- GROUP 1 - Aging & Curing of Concrete; Asbestos Abatement Worker; Asphalt Plant; Asphalt; Batch Truck Dump; Carpenter Tender; Cement Mason Tender; Cleaning of Machines; Concrete; Demolition; Dredging; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Level D; Flagperson; Grade Checker; Hand Digging & Hand Back Filling; Highway Marker Placer; Landscaping, Mesh Handler & Placer; Puddler; Railroad; Rip-rap & Grouter; Right-of-Way; Sign, Guard Rail & Fence Installer; Signal Person; Sound Barrier Installer; Storm & Sanitary Sewer; Swamper; Truck Spotter & Dumper; Wrecking of Concrete Forms; General Cleanup
- GROUP 2 - Batter Board Man (Sanitary & Storm Sewer); Brickmason Tender; Mortar Mixer Operator; Scaffold Builder; Burner & Welder; Bushhammer; Chain Saw Operator; Concrete Saw Operator; Deckhand Scow Man; Dry Cement Handler; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Level C; Forklift Operator for Masonary; Form Setter; Green Concrete Cutting; Hand Operated Grouter & Grinder Machine Operator; Jackhammer; Pavement Breaker; Paving Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven Georgia Buggy & Wheel Barrow; Power Post Hole Digger; Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind Trencher; Sand Blaster; Concrete Chipper; Surface Grinder; Vibrator Operator; Wagon Driller
- GROUP 3 - Asphalt Luteman & Raker; Gunnite Nozzleman; Gunnite Operator & Mixer; Grout Pump Operator; Side Rail Setter; Rail Paved Ditches; Screw Operator; Tunnel (Free Air); Water Blaster
- GROUP 4 - Caisson Worker (Free Air); Cement Finisher; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Levels A & B; Miner & Driller (Free Air); Tunnel Blaster; & Tunnel Mucker (Free Air); Directional & Horizontal Boring; Air Track Drillers (All Types); Powdermen & Blasters; Troxler & Concrete Tester if Laborer is Utilized

**PAIN0012-005 06/11/2005**

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

	Rates	Fringes
PAINTER		
Bridge/Equipment Tender and/or Containment Builder..	\$ 18.90	5.90
Brush & Roller.....	\$ 21.30	5.90
Elevated Tanks; Steeplejack Work; Bridge & Lead Abatement.....	\$ 22.30	5.90
Sandblasting & Waterblasting.....	\$ 22.05	5.90
Spray.....	\$ 21.80	5.90

**PAIN0012-017 05/01/2015**

BRACKEN, GALLATIN, GRANT, MASON & OWEN COUNTIES:

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

**PAIN0118-004 06/01/2018**

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

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

**PAIN1072-003** 12/01/2022

BOYD, CARTER, ELLIOTT, GREENUP, LEWIS and ROWAN COUNTIES

	Rates	Fringes
Painters:		
Bridges; Locks; Dams;		
Tension Towers & Energized		
Substations.....	\$ 35.06	23.35
Power Generating Facilities.	\$ 31.82	23.35

**PLUM0248-003** 06/01/2023

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

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

**PLUM0392-007** 06/01/2023

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

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 38.62	25.73

**PLUM0502-003** 08/01/2021

BRECKINRIDGE, BULLITT, CARROLL (Western Half), FRANKLIN (Western three-fourths), GRAYSON, HARDIN, HENRY, JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE & WASHINGTON COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 38.07	20.78

SUKY2010-160 10/08/2001

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

TRUCK DRIVER CLASSIFICATIONS

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

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

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

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

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

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

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

#### Union Average Rate Identifiers

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

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

KY20240038 Mod 0 - 01/05/2024

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

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

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

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

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

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

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END OF GENERAL DECISION

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

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

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

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

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

**TO: EMPLOYERS/EMPLOYEES**

**PREVAILING WAGE SCHEDULE:**

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

**OVERTIME:**

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

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

**TRANSPORTATION CABINET  
PROJECT WAGE RATES**

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JEFFERSON COUNTY, STPBRO 0503 (260)

I65 Kennedy Bridge over Ohio River 056B00214L

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**NOTICE:**

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

- Decision Number KY20240038 - Kentucky roadway work
- Decision Number KY20240072 - Kentucky bridge work
- Decision Number OH20240001 - Ohio roadway and bridge work

**General Decision Number:** KY20240072 01/05/2024

**Superseded General Decision Number:** KY20230072

**State:** Kentucky

**Construction Type:** Heavy

**County:** Jefferson County in Kentucky.

HEAVY CONSTRUCTION PROJECTS (including sewer/water construction).

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<div><div>. Executive Order 14026 generally applies to the contract.</div><div>. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</div></div>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<div><div>. Executive Order 13658 generally applies to the contract.</div><div>. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.</div></div>

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

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

**Modification Number**

0

**Publication Date**

01/05/2024

CARP0064-007 04/01/2023

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 31.81	22.86

ELEC0245-006 08/28/2017

	Rates	Fringes
LINE CONSTRUCTION		
Lineman.....	\$ 38.69	25.2%+5.50+A
Truck Driver.....	\$ 16.93 **	25.2%+5.50+A

FOOTNOTE: a. 6 Observed Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; & Christmas Day. Employees who work on a holiday shall be paid at a rate of double their applicable classified straight-time rates for the work performed on such holiday.

ELEC0369-011 09/01/2021

	Rates	Fringes
ELECTRICIAN.....	\$ 33.85	18.72
LINE CONSTRUCTION		
Equipment Operator.....	\$ 36.17	7.99+17%
Groundman.....	\$ 23.81	7.61+17%

ENGI0181-024 07/01/2023

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

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Crane; Drill; Pumpcrete

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

GROUP 4 - Oiler; Pump

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

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

IRON0070-001 06/01/2023

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

LABO0189-019 07/01/2023

	Rates	Fringes
LABORER		
Chipping Guns & Vibrating Plate.....	\$ 24.21	17.57
Form-Stripping, Grade Checker.....	\$ 23.96	17.57

LABO0265-014 05/01/2023

	Rates	Fringes
LABORER		
Concrete Saw (Hand Held/Walk Behind).....	\$ 34.79	13.65
Flagger.....	\$ 34.62	13.65

LABO0576-007 07/01/2023

	Rates	Fringes
LABORER		
Blaster, Tunnel; Concrete Finishing & Powderman.....	\$ 26.62	15.81
Carpenter Tender & Concrete Worker & Signal Man.....	\$ 25.72	15.81

UAVG-KY-0005 01/01/2023

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

SUKY2011-028 06/25/2014

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 25.46	17.49
LABORER: Backfiller.....	\$ 19.64	10.08
LABORER: Common or General.....	\$ 19.30	10.40
LABORER: Pipelayer.....	\$ 27.87	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 26.76	13.00
OPERATOR: Bulldozer.....	\$ 24.60	15.64
OPERATOR: Loader.....	\$ 26.50	13.00
OPERATOR: Mechanic.....	\$ 25.81	13.00
OPERATOR: Roller.....	\$ 23.39	13.00
OPERATOR: Trencher.....	\$ 26.34	12.58
TRUCK DRIVER: Dump Truck.....	\$ 16.80 **	4.06

WELDERS - Receive rate prescribed for craft performing

operation to which welding is incidental.

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

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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)).

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

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WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- \* an existing published wage determination
  - \* a survey underlying a wage determination
  - \* a Wage and Hour Division letter setting forth a position on a wage determination matter
  - \* a conformance (additional classification and rate) ruling

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

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

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

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

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

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

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

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END OF GENERAL DECISION

**General Decision Number:** OH20240001 01/05/2024

**Superseded General Decision Number:** OH20230001

**State:** Ohio

**Construction Types:** Heavy and Highway

**Counties:** Ohio Statewide.

Heavy and Highway Construction Projects

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

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

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

Additional information on contractor requirements and worker

protections under the Executive Orders is available at  
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Modification Number	Publication Date
0	01/05/2024

**BROH0001-001 06/01/2022**

DEFIANCE, FULTON (Excluding Fulton, Amboy & Swan Creek Townships), HENRY (Excluding Monroe, Bartlow, Liberty, Washington, Richfield, Marion, Damascus & Townships & that part of Harrison Township outside corporate limits of city of Napoleon), PAULDING, PUTNAM and WILLIAMS COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

**BROH0001-004 06/01/2022**

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 31.40	18.55

**BROH0003-002 06/01/2022**

FULTON (Townships of Amboy, Swan Creek & Fulton), HENRY (Townships of Washington, Damascus, Richfield, Bartlow, Liberty, Harrison, Monroe, & Marion), LUCAS and WOOD (Townships of Perrysburg, Ross, Lake, Troy, Freedom, Montgomery, Webster, Center, Portage, Middleton, Plain, Liberty, Henry, Washington, Weston, Milton, Jackson & Grand Rapids) COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

**BROH0005-003 06/01/2020**

CUYAHOGA, LORAIN & MEDINA (Hinckley, Granger, Brunswick, Liverpool, Montville, York, Homer, Harrisville, Chatham, Litchfield & Spencer Townships and the city of Medina)

	Rates	Fringes
BRICKLAYER		
BRICKLAYERS; CAULKERS;		
CLEANERS; POINTERS; &		
STONEMASONS.....	\$ 36.64	17.13
SANDBLASTERS.....	\$ 36.39	17.13
SEWER BRICKLAYERS & STACK		
BUILDERS.....	\$ 36.64	17.13
SWING SCAFFOLDS.....	\$ 37.14	17.13

**BROH0006-005** 06/01/2022

CARROLL, COLUMBIANA (Knox, Butler, West & Hanover Townships),  
STARK & TUSCARAWAS

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55
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**BROH0007-002** 06/01/2022

LAWRENCE

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55
-----		

**BROH0007-005** 06/01/2022

PORTAGE & SUMMIT

	Rates	Fringes
BRICKLAYER.....	\$ 31.40	18.55
-----		

**BROH0007-010** 06/01/2017

PORTAGE & SUMMIT

	Rates	Fringes
MASON - STONE.....	\$ 28.65	14.55
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**BROH0008-001** 06/01/2022

COLUMBIANA (Salem, Perry, Fairfield, Center, Elk Run,  
Middleton, & Unity Townships and the city of New Waterford),  
MAHONING & TRUMBULL

	Rates	Fringes
BRICKLAYER.....	\$ 31.40	18.55
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**BROH0009-002 06/01/2022**

BELMONT & MONROE COUNTIES and the Townships of Warren & Mt. Pleasant and the Village of Dillonvale in JEFFERSON COUNTY

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55
Refractory.....	\$ 31.45	19.01

**BROH0010-002 06/01/2022**

COLUMBIANA (St. Clair, Madison, Wayne, Franklin, Washington, Yellow Creek & Liverpool Townships) & JEFFERSON (Brush Creek & Saline Townships)

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

**BROH0014-002 06/01/2022**

HARRISON & JEFFERSON (Except Mt. Pleasant, Warren, Brush Creek, Saline & Salineville Townships & the Village of Dillonvale)

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

**BROH0016-002 06/01/2022**

ASHTABULA, GEAUGA, and LAKE COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

**BROH0018-002 06/01/2022**

BROWN, BUTLER, CLERMONT, HAMILTON, PREBLE (Gasper, Dixon, Israel, Lanier, Somers & Gratis Townships) & WARREN COUNTIES:

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

**BROH0022-004 06/01/2022**

CHAMPAIGN, CLARK, CLINTON, DARKE, GREENE, HIGHLAND, LOGAN,  
MIAMI, MONTGOMERY, PREBLE (Jackson, Monroe, Harrison, Twin,  
Jefferson & Washington Townships) and SHELBY COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

**BROH0032-001 06/01/2022**

GALLIA & MEIGS

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

**BROH0035-002 06/01/2022**

ALLEN, AUGLAIZE, MERCER and VAN WERT COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

**BROH0039-002 06/01/2022**

ADAMS & SCIOTO

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

**BROH0040-003 06/01/2022**

ASHLAND, CRAWFORD, HARDIN, HOLMES, MARION, MORROW, RICHLAND,  
WAYNE and WYANDOT (Except Crawford, Ridge, Richland & Tymochtee  
Townships) COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 32.49	23.43

FOOTNOTE: Layout Man and Sawman rate: \$1.00 per hour above  
journeyman rate.  
Free standing stack work ground level to top of stack;  
Sandblasting and laying of carbon masonry material in swing  
stage and/or scaffold; Ramming and spading of plastics and  
gunniting: \$1.50 per hour above journeyman rate.  
"Hot" work: \$2.50 above journeyman rate.

**BROH0044-002 06/01/2022**

	Rates	Fringes
Bricklayer, Stonemason COSHOCOTON, FAIRFIELD, GUERNSEY, HOCKING, KNOX, KICKING, MORGAN, MUSKINGUM, NOBLE (Beaver, Buffalo, Seneca & Wayne Townships) & PERRY COUNTIES:.....	\$ 31.40	18.55

**BROH0045-002 06/01/2021**

FAYETTE, JACKSON, PIKE, ROSS and VINTON COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 30.40	17.66

**BROH0046-002 06/01/2022**

ERIE, HANCOCK, HURON, OTTAWA, SANDUSKY, SENECA, WOOD (Perry & Bloom Townships) and WYANDOT (Tymochtee, Crawford, Ridge & Richland Townships) COUNTIES & the Islands of Lake Erie north of Sandusky

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

FOOTNOTE: Layout Man and Sawman rate: \$1.00 per hour above journeyman rate.  
Free standing stack work ground level to top of stack;  
Sandblasting and laying of carbon masonry material in swing stage and/or scaffold; Ramming and spading of plastics and gunniting: \$1.50 per hour above journeyman rate.  
"Hot" work: \$2.50 above journeyman rate.

**BROH0052-001 06/01/2022**

ATHENS COUNTY

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55

**BROH0052-003 06/01/2022**

NOBLE (Brookfield, Noble, Center, Sharon, Olive, Enoch, Stock, Jackson, Jefferson & Elk Townships) and WASHINGTON COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55
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**BROH0055-003 06/01/2022**

DELAWARE, FRANKLIN, MADISON, PICKAWAY and UNION COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 31.40	18.55
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**CARP0003-004 05/01/2017**

MAHONING & TRUMBULL

	Rates	Fringes
CARPENTER.....	\$ 26.20	17.42
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**CARP0069-003 05/01/2017**

CARROLL, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
CARPENTER.....	\$ 25.98	15.98
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**CARP0069-006 05/01/2017**

COSHOCTON, HOLMES, KNOX & MORROW

	Rates	Fringes
CARPENTER.....	\$ 24.04	15.29
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**CARP0171-002 05/01/2019**

BELMONT, COLUMBIANA, HARRISON, JEFFERSON & MONROE

	Rates	Fringes
CARPENTER.....	\$ 27.37	20.02
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CARP0200-002 05/01/2023

ADAMS, ATHENS, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA,  
GUERNSEY, HIGHLAND, HOCKING, JACKSON, LAWRENCE, LICKING,  
MADISON, MARION, MEIGS, MORGAN, MUSKINGUM, NOBLE, PERRY,  
PICKAWAY, PIKE, ROSS, SCIOTO, UNION, VINTON and WASHINGTON  
COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 32.42	21.42
Diver.....	\$ 39.41	10.40
PILEDRIVERMAN.....	\$ 32.42	21.42

CARP0248-005 07/01/2008

LUCAS & WOOD

	Rates	Fringes
CARPENTER.....	\$ 27.27	14.58

CARP0248-008 07/01/2008

	Rates	Fringes
CARPENTER DEFIANCE, FULTON, HANCOCK, HENRY, PAULDING & WILLIAMS COUNTIES.....	\$ 23.71	13.28

CARP0254-002 05/01/2017

ASHTABULA, CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
CARPENTER.....	\$ 32.40	16.97

CARP0372-002 05/01/2023

ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM & VAN WERT

	Rates	Fringes
CARPENTER.....	\$ 28.85	24.59

CARP0639-003 05/01/2017

MEDINA, PORTAGE & SUMMIT

	Rates	Fringes
CARPENTER.....	\$ 30.42	16.99
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CARP0735-002 05/01/2019

ASHLAND, ERIE, HURON, LORAIN & RICHLAND

	Rates	Fringes
CARPENTER.....	\$ 26.30	17.91
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CARP1311-001 05/01/2017

BROWN, BUTLER, CHAMPAIGN, CLARK, CLERMONT, CLINTON, DARKE,  
GREENE, HAMILTON, LOGAN, MIAMI, MONTGOMERY, PREBLE, SHELBY &  
WARREN

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 29.34	15.95
Diver.....	\$ 40.58	9.69
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CARP1393-002 07/01/2008

CRAWFORD, DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA,  
PAULDING, SANDUSKY, SENECA, WILLIAMS & WOOD

	Rates	Fringes
Piledrivermen & Diver's Tender...	\$ 27.30	16.05
DIVERS - \$250.00 per day		
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CARP1393-003 07/01/2008

ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM, VAN WERT & WYANDOT

	Rates	Fringes
Piledrivermen & Diver's Tender...	\$ 25.15	15.92
DIVERS - \$250.00 per day		
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CARP1871-006 05/01/2017

BELMONT, HARRISON, & MONROE

	Rates	Fringes
Diver, Wet.....	\$ 48.11	17.33
Piledrivermen; Diver, Dry.....	\$ 32.07	17.33

CARP1871-008 05/01/2017

ASHLAND, ASHTABULA, CUYAHOGA, ERIE, GEAUGA, HURON, LAKE,  
LORAIN, MEDINA, PORTAGE, RICHLAND & SUMMIT

	Rates	Fringes
Diver, Wet.....	\$ 45.80	18.84
Piledrivermen; Diver, Dry.....	\$ 30.53	18.84

CARP1871-014 05/01/2017

CARROLL, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
Diver, Wet.....	\$ 38.34	16.95
Piledrivermen; Diver, Dry.....	\$ 25.56	16.95

CARP1871-015 05/01/2017

COSHOCTON, HOLMES, KNOX & MORROW

	Rates	Fringes
Diver, Wet.....	\$ 37.34	16.07
Piledrivermen; Diver, Dry.....	\$ 24.89	16.07

CARP1871-017 05/01/2017

MAHONING & TRUMBULL

	Rates	Fringes
Diver, Wet.....	\$ 40.65	17.62
Piledrivermen; Diver, Dry.....	\$ 27.10	17.62

CARP2235-012 01/01/2014

COLUMBIANA & JEFFERSON

	Rates	Fringes
PILEDRIVERMAN.....	\$ 31.74	16.41

CARP2239-001 07/01/2008

CRAWFORD, OTTAWA, SANDUSKY, SENECA & WYANDOT

	Rates	Fringes
CARPENTER.....	\$ 23.71	13.28

ELEC0008-002 05/23/2022

DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING,  
PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD

	Rates	Fringes
CABLE SPLICER.....	\$ 38.98	18.96
ELECTRICIAN.....	\$ 44.79	4.5%+21.61

ELEC0032-003 12/04/2023

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, SHELBY, VAN WERT &  
WYANDOT (Crawford, Jackson, Marseilles, Mifflin, Ridgeland,  
Ridge & Salem Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 35.17	22.82

ELEC0038-002 04/24/2023

CUYAHOGA, GEAUGA (Bainbridge, Chester & Russell Townships) &  
LORAIN (Columbia Township)

	Rates	Fringes
ELECTRICIAN Excluding Sound & Communications Work.....	\$ 43.13	23.31

FOOTNOTES;  
a. 6 Paid Holidays: New Year's Day; Memorial Day; July 4th;  
Labor Day; Thanksgiving Day; & Christmas Day  
b. 1 week's paid vacation for 1 year's service; 2 weeks' paid  
vacation for 2 or more years' service

ELEC0038-008 04/24/2023

CUYAHOGA, GEAUGA (Bainbridge, Chester & Russell Townships) &  
LORAIN (Columbia Township)

	Rates	Fringes
Sound & Communication Technician		
Communications Technician...	\$ 29.80	13.80
Installer Technician.....	\$ 28.55	13.76

FOOTNOTES;  
a. 6 Paid Holidays: New Year's Day; Memorial Day; July 4th;  
Labor Day; Thanksgiving Day; & Christmas Day  
b. 1 week's paid vacation for 1 year's service; 2 weeks' paid  
vacation for 2 or more years' service

ELEC0064-003 11/27/2023

COLUMBIANA (Butler, Fairfield, Perry, Salem & Unity Townships)  
MAHONING (Austintown, Beaver, Berlin, Boardman, Canfield,  
Ellsworth, Coitsville, Goshen, Green, Jackson, Poland,  
Springfield & Youngstown Townships), & TRUMBULL (Hubbard &  
Liberty Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 37.90	20.08

ELEC0071-001 01/01/2019

ASHLAND, CHAMPAIGN, CLARK, COSHOCTON, CRAWFORD, DELAWARE,  
FAIRFIELD, FAYETTE, FRANKLIN, GUERNSEY, HIGHLAND, HOCKING,  
JACKSON (Coal, Jackson, Liberty, Milton, Washington & Wellston  
Townships), KNOX, LICKING, MADISON, MARION, MONROE, MORGAN,  
MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE (Beaver,  
Benton, Jackson, Mifflin, Pebble, Peepee, Perry & Seal  
Townships), RICHLAND, ROSS, TUSCARAWAS (Auburn, Bucks, Clay,  
Jefferson, Oxford, Perry, Salem, Rush, Washington & York  
Townships), UNION, VINTON (Clinton, Eagle, Elk, Harrison,  
Jackson, Richland & Swan Townships), and WASHINGTON COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operators.....	\$ 33.62	13.40
Groundmen.....	\$ 24.17	11.32
Linemen & Cable Splicers....	\$ 38.27	14.42

ELEC0071-004 01/01/2019

AUGLAIZE, CLINTON, DARKE, GREENE, LOGAN, MERCER, MIAMI,  
MONTGOMERY, PREBLE, and SHELBY COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 33.62	13.40
Groundman.....	\$ 24.17	11.32
Lineman & Cable Splicers....	\$ 38.27	14.42

ELEC0071-005 12/31/2018

ASHTABULA, CUYAHOGA, GEAUGA, LAKE & LORAIN

	Rates	Fringes
LINE CONSTRUCTION: Equipment Operator		
DOT/Traffic Signal & Highway Lighting Projects...	\$ 32.44	14.10
Municipal Power/Transit Projects.....	\$ 40.10	16.42
LINE CONSTRUCTION: Groundman		
DOT/Traffic Signal & Highway Lighting Projects...	\$ 25.06	12.26
Municipal Power/Transit Projects.....	\$ 31.19	14.11
LINE CONSTRUCTION: Linemen/Cable Splicer		
DOT/Traffic Signal & Highway Lighting Projects...	\$ 36.13	15.03
Municipal Power/Transit Projects.....	\$ 44.56	17.58

ELEC0071-008 01/01/2019

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 33.62	13.40
Groundman.....	\$ 24.17	11.32
Lineman & Cable Splicers....	\$ 38.27	14.42

ELEC0071-010 01/01/2019

BELMONT, CARROLL, HARRISON, HOLMES, JEFFERSON, MEDINA, PORTAGE,  
STARK, SUMMIT, and WAYNE COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 33.62	13.40
Groundman.....	\$ 24.17	11.32
Lineman & Cable Splicers....	\$ 38.27	14.42

ELEC0071-013 01/01/2019

BROWN, BUTLER, CLERMONT, HAMILTON, and WARREN COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 33.62	13.40
Groundman.....	\$ 24.17	11.32
Lineman & Cable Splicers....	\$ 38.27	14.42

ELEC0071-014 01/01/2019

ADAMS, ATHENS, GALLIA, JACKSON (Bloomfield, Franklin, Hamilton,  
Lick, Jefferson, Scioto & Madison Townships), LAWRENCE, MEIGS,  
PIKE (Camp Creek, Marion, Newton, Scioto, Sunfish & Union  
Townships), SCIOTO & VINTON (Brown, Knox, Madison, Vinton &  
Wilkesville Townships)

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 33.62	13.40
Groundman.....	\$ 24.17	11.32
Lineman & Cable Splicers....	\$ 38.27	14.42

ELEC0082-002 12/05/2022

CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN  
(Wayne, Clear Creek & Franklin Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 34.25	21.26

ELEC0082-006 11/28/2022

CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN  
(Wayne, Clear Creek & Franklin Townships)

	Rates	Fringes
Sound & Communication Technician		
Cable Puller.....	\$ 13.10 **	4.76
Installer/Technician.....	\$ 26.20	13.89

ELEC0129-003 02/27/2023

LORAIN (Except Columbia Township) & MEDINA (Litchfield & Liverpool Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 39.30	18.30

ELEC0129-004 02/27/2023

ERIE & HURON (Lyme, Ridgefield, Norwalk, Townsend, Wakeman, Sherman, Peru, Bronson, Hartland, Clarksfield, Norwich, Greenfield, Fairfield, Fitchville & New London Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 39.30	18.30

ELEC0141-003 09/01/2019

BELMONT COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 30.63	25.87
ELECTRICIAN.....	\$ 30.38	25.87

ELEC0212-003 11/26/2018

BROWN, CLERMONT & HAMILTON

	Rates	Fringes
Sound & Communication Technician.....	\$ 24.35	10.99

ELEC0212-005 06/05/2023

BROWN, CLERMONT, and HAMILTON COUNTIES

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

ELEC0245-001 08/29/2022

ALLEN, HARDIN, VAN WERT & WYANDOT (Crawford, Jackson,  
Marseilles, Mifflin, Richland, Ridge & Salem Townships)

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 32.37	26.5%+7.25
Groundman Truck Driver.....	\$ 19.35	7.00+27.25%
Lineman.....	\$ 44.22	7.00+27.25%

FOOTNOTE: a. Half day's Paid Holiday: The last 4 hours of  
the workday prior to Christmas or New Year's Day

ELEC0245-003 08/29/2022

DEFIANCE, FULTON, HANCOCK, HENRY, HURON, LUCAS, OTTAWA,  
PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS, and WOOD COUNTIES

	Rates	Fringes
Line Construction		
Cable Splicer.....	\$ 50.85	7.00+27.25%
Groundman/Truck Driver.....	\$ 19.35	7.00+27.25%
Heli-arc Welding.....	\$ 40.76	7.00+27.25%
Lineman.....	\$ 44.22	7.00+27.25%
Operator - Class 1.....	\$ 35.38	7.00+27.25%
Operator - Class 2.....	\$ 28.32	7.00+27.25%
Traffic Signal & Lighting Technician.....	\$ 39.80	7.00+27.25%

FOOTNOTE: a. 6 Observed Holidays: New Year's Day; Memorial  
Day; Independence Day; Labor Day; Thanksgiving Day; &  
Christmas Day. Employees who work on a holiday shall be  
paid at a rate of double their applicable classified  
straight-time rates for the work performed on such holiday.

ELEC0245-004 08/28/2023

ERIE COUNTY

	Rates	Fringes
Line Construction		
Cable Splicer.....	\$ 49.14	26.75%+6.75
Cablesplicer.....	\$ 52.76	27%+7.50
Groundman/Truck Driver.....	\$ 20.07	27%+7.50
Lineman.....	\$ 45.88	27%+7.50
Operator - Class 1.....	\$ 36.70	27%+7.50
Operator - Class 2.....	\$ 32.12	27%+7.50

FOOTNOTE: a. 6 Observed Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; & Christmas Day. Employees who work on a holiday shall be paid at a rate of double their applicable classified straight-time rates for the work performed on such holiday.

ELEC0246-001 10/31/2022

	Rates	Fringes
ELECTRICIAN.....	\$ 40.50	84%+36.47

FOOTNOTE: a. 1 1/2 Paid Holidays: The last scheduled workday prior to Christmas & 4 hours on Good Friday.

ELEC0306-005 05/29/2023

MEDINA (Brunswick, Chatham, Granger, Guilford, Harrisville, Hinckley, Homer, Lafayette, Medina, Montville, Sharon, Spencer, Wadsworth, Westfield & York Townships), PORTAGE (Atwater, Aurora, Brimfield, Deerfield, Franklin, Mantua, Randolph, Ravenna, Rootstown, Shalersville, Streetsboro & Suffield Townships), SUMMIT & WAYNE (Baughman, Canaan, Chester, Chippewa, Congress, Green, Milton, & Wayne Townships)

	Rates	Fringes
CABLE SPLICER.....	\$ 36.87	16.56
ELECTRICIAN.....	\$ 40.15	5.25%+20.85

ELEC0317-002 05/29/2023

GALLIA & LAWRENCE

	Rates	Fringes
CABLE SPLICER.....	\$ 32.68	18.13
ELECTRICIAN.....	\$ 37.15	28.48

ELEC0540-005 12/26/2022

CARROLL (Northern half, including Fox, Harrison, Rose & Washington Townshhips), COLUMBIANA (Knox Township), HOLMES, MAHONING (Smith Township), STARK, TUSCARAWAS (North of Auburn, Clay, Rush & York Townships), and WAYNE (South of Baughman, Chester, Green & Wayne Townships) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 36.28	27.04

ELEC0573-003 06/05/2023

ASHTABULA (Colebrook, Wayne, Williamsfield, Orwell & Windsor Townships), GEAUGA (Auburn, Middlefield, Parkman & Troy Townships), MAHONING (Milton Township), PORTAGE (Charlestown, Edinburg, Freedom, Hiram, Nelson, Palmyra, Paris & Windham Townships), and TRUMBULL (Except Liberty & Hubbard Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 38.70	21.07

ELEC0575-001 05/29/2023

ADAMS, FAYETTE, HIGHLAND, HOCKING, JACKSON (Bloomfield, Franklin, Hamilton, Jefferson, Lick, Madison, Scioto, Coal, Jackson, Liberty, Milton & Washington Townships), PICKAWAY (Deer Creek, Perry, Pickaway, Salt Creek & Wayne Townships), PIKE (Beaver, Benton, Jackson, Mifflin, Pebble, PeePee, Perry, Seal, Camp Creek, Newton, Scioto, Sunfish, Union & Marion Townships), ROSS, SCIOTO & VINTON (Clinton, Eagle, Elk, Harrison, Jackson, Richland & Swan Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 36.50	21.76

ELEC0648-001 08/29/2022

BUTLER and WARREN COUNTIES (Deerfield, Hamilton, Harlan, Massie, Salem, Turtle Creek, Union & Washington Townships)

	Rates	Fringes
CABLE SPLICER.....	\$ 30.50	18.23
ELECTRICIAN.....	\$ 33.00	21.44

ELEC0673-004 05/29/2023

ASHTABULA (Excluding Orwell, Colebrook, Williamsfield, Wayne & Windsor Townships), GEAUGA (Burton, Chardon, Claridon, Hambden, Huntsburg, Montville, Munson, Newbury & Thompson Townships) and LAKE COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 33.81	21.47
ELECTRICIAN.....	\$ 37.55	23.58

ELEC0683-002 05/29/2023

CHAMPAIGN, CLARK, DELAWARE, FAIRFIELD, FRANKLIN, MADISON, PICKAWAY (Circleville, Darby, Harrison, Jackson, Madison, Monroe, Muhlenberg, Scioto, Walnut & Washington Townships), and UNION COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 38.75	24.19
ELECTRICIAN.....	\$ 37.75	24.16

ELEC0688-003 05/30/2022

ASHLAND, CRAWFORD, HURON (Richmond, New Haven, Ripley & Greenwich Townships), KNOX (Liberty, Clinton, Union, Howard, Monroe, Middleberry, Morris, Wayne, Berlin, Pike, Brown & Jefferson Townships), MARION, MORROW, RICHLAND and WYANDOT (Sycamore, Crane, Eden, Pitt, Antrim & Tymochtee Townships) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 32.30	21.83

ELEC0972-002 06/01/2023

ATHENS, MEIGS, MONROE, MORGAN, NOBLE, VINTON (Brown, Knox, Madison, Vinton & Wilkesville Townships), and WASHINGTON COUNITIES

	Rates	Fringes
CABLE SPLICER.....	\$ 35.70	30.26
ELECTRICIAN.....	\$ 35.45	30.25
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ELEC1105-001 05/29/2023

COSHOCTON, GUERNSEY, KNOX (Jackson, Clay, Morgan, Miller, Milford, Hilliar, Butler, Harrison, Pleasant & College Townships), LICKING, MUSKINGUM, PERRY, and TUSCARAWAS (Auburn, York, Clay, Jefferson, Rush, Oxford, Washington, Salem, Perry & Bucks Townships) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 36.45	24.22
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ENGI0018-003 05/01/2019

ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN, MEDINA,  
PORTAGE, and SUMMIT COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 38.63	15.20
GROUP 2.....	\$ 38.53	15.20
GROUP 3.....	\$ 37.49	15.20
GROUP 4.....	\$ 36.27	15.20
GROUP 5.....	\$ 30.98	15.20
GROUP 6.....	\$ 38.88	15.20
GROUP 7.....	\$ 39.13	15.20

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Air Compressor on Steel Erection; Barrier Moving Machine; Boiler Operator on Compressor or Generator when mounted on a Rig; Cableway; Combination Concrete Mixer & Tower; Concrete Plant (over 4 yd. Capacity); Concrete Pump; Crane (All Types, Including Boom Truck, Cherry Picker); Crane-Compact, Track or Rubber over 4,000 lbs. capacity; Cranes-Self Erecting, Stationary, Track or Truck (All Configurations); Derrick; Dragline; Dredge (Dipper, Clam or Suction); Elevating Grader or Euclid Loader; Floating Equipment (All Types); Gradall; Helicopter Crew (Operator-Hoist or Winch); Hoe (all types); Hoisting Engine on Shaft or Tunnel Work; Hydraulic Gantry (Lifting System); Industrial-Type Tractor; Jet Engine Dryer (D8 or D9) Diesel Tractor; Locomotive (Standard Gauge); Maintenance Operator Class A; Mixer, Paving (Single or Double Drum); Mucking Machine; Multiple Scraper; Piledriving Machine (All Types); Power Shovel; Prentice Loader; Quad 9 (Double Pusher); Rail Tamper (with auto lifting & aligning device); Refrigerating Machine (Freezer Operation); Rotary Drill, on Caisson work; Rough Terrain Fork Lift with Winch/Hoist; Side-Boom; Slip-Form Paver; Tower Derrick; Tree Shredder; Trench Machine (Over 24" wide); Truck Mounted Concrete Pump; Tug Boat; Tunnel Machine and/or Mining Machine; Wheel Excavator; and Asphalt Plant Engineer (Cleveland District Only).

GROUP 2 - Asphalt Paver; Automatic Subgrader Machine, Self-Propelled (CMI Type); Bobcat Type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Boring Machine More than 48"; Bulldozer; Endloader; Horizontal Directional Drill (Over 50,000 ft lbs thrust); Hydro Milling Machine; Kolman-type Loader (production type-Dirt); Lead Greaseman; Lighting & Traffic Signal Installation Equipment (includes all groups or classifications); Material Transfer Equipment (Shuttle Buggy) Asphalt; Pettibone-Rail Equipment; Power Grader; Power Scraper; Push

Cat; Rotomill (all), Grinders & Planers of All types; Trench Machine (24" wide & under); Vermeer type Concrete Saw; and Maintenance Operators (Portage and Summit Counties Only).

GROUP 3 - A-Frame; Air Compressor on Tunnel Work (low pressure); Asphalt Plant Engineer (Portage and Summit Counties Only); Bobcat-type and/or Skid Steer Loader with or without Attachments; Highway Drills (all types); Locomotive (narrow gauge); Material Hoist/Elevator; Mixer, Concrete (more than one bag capacity); Mixer, one bag capacity (Side Loader); Power Boiler (Over 15 lbs. Pressure) Pump Operator installing & operating Well Points; Pump (4" & over discharge); Roller, Asphalt; Rotovator (lime soil stabilizer); Switch & Tie Tampers (without lifting & aligning device); Utility Operator (Small equipment); Welding Machines; and Railroad Tie Insertor/Remover; Articulating/straight bed end dumps if assigned (minus \$4.00 per hour.

GROUP 4 - Backfiller; Ballast Re-locator; Bars, Joint & Mesh Installing Machine; Batch Plant; Boring Machine Operator (48" or less); Bull Floats; Burlap & Curing Machine; Concrete Plant (capacity 4 yd. & under); Concrete Saw (Multiple); Conveyor (Highway); Crusher; Deckhand; Farm-type Tractor with attachments (highway); Finishing Machine; Fireperson, Floating Equipment (all types); Forklift; Form Trencher; Hydro Hammer except masonry; Hydro Seeder; Pavement Breaker; Plant Mixer; Post Driver; Post Hole Digger (Power Auger); Power Brush Burner; Power Form Handling Equipment; Road Widening Trencher; Roller (Brick, Grade & Macadam); Self-Propelled Power Spreader; Self-Propelled Power Subgrader; Steam Fireperson; Tractor (Pulling Sheepfoot, Roller or Grader); and Vibratory Compactor with Integral Power.

GROUP 5 - Compressor (Portable, Sewer, Heavy & Highway); Drum Fireperson (Asphalt Plant); Generator; Masonry Fork Lift; Inboard-Outboard Motor Boat Launch; Oil Heater (asphalt plant); Oiler/Helper; Power Driven Heater; Power Sweeper & Scrubber; Pump (under 4" discharge); Signalperson; Tire Repairperson; VAC/ALLS; Cranes - Compact, track or rubber under 4,000 pound capacity; fueling and greasing; and Chainmen.

GROUP 6 - Master Mechanic & Boom from 150 to 180.

GROUP 7 - Boom from 180 and over.

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ENGI0018-004 05/01/2019

ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN,  
BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON,  
COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD,  
FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON,  
HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES,  
HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN,  
LUCAS, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE,  
MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING,  
PERRY, PICKAWAY, PIKE, PREBLE, PUTNAM, RICHLAND, ROSS,  
SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, TUSCARAWAS, UNION, VAN  
WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD, and  
YANDOT COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 37.14	15.20
GROUP 2.....	\$ 37.02	15.20
GROUP 3.....	\$ 35.98	15.20
GROUP 4.....	\$ 34.80	15.20
GROUP 5.....	\$ 29.34	15.20
GROUP 6.....	\$ 37.39	15.20
GROUP 7.....	\$ 37.64	15.20

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Air Compressor on Steel Erection; Barrier Moving Machine; Boiler Operator on Compressor or Generator when mounted on a Rig; Cableway; Combination Concrete Mixer & Tower; Concrete Plant (over 4 yd. Capacity); Concrete Pump; Crane (All Types, Including Boom Truck, Cherry Picker); Crane-Compact, Track or Rubber over 4,000 lbs. capacity; Cranes-Self Erecting, Stationary, Track or Truck (All Configurations); Derrick; Dragline; Dredge (Dipper, Clam or Suction); Elevating Grader or Euclid Loader; Floating Equipment (All Types); Gradall; Helicopter Crew (Operator-Hoist or Winch); Hoe (all types); Hoisting Engine on Shaft or Tunnel Work; Hydraulic Gantry (Lifting System); Industrial-Type Tractor; Jet Engine Dryer (D8 or D9) Diesel Tractor; Locomotive (Standard Gauge); Maintenance Operator Class A; Mixer, Paving (Single or Double Drum); Mucking Machine; Multiple Scraper; Piledriving Machine (All Types); Power Shovel; Prentice Loader; Quad 9 (Double Pusher); Rail Tamper (with auto lifting & aligning device); Refrigerating Machine (Freezer Operation); Rotary Drill, on Caisson work; Rough Terrain Fork Lift with Winch/Hoist; Side-Boom; Slip-Form Paver; Tower Derrick; Tree Shredder; Trench Machine (Over 24" wide); Truck Mounted Concrete Pump; Tug Boat; Tunnel Machine and/or Mining Machine; and Wheel Excavator.

GROUP 2 - Asphalt Paver; Automatic Subgrader Machine,

Self-Propelled (CMI Type); Bobcat Type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Boring Machine More than 48"; Bulldozer; Endloader; Hydro Milling Machine; Horizontal Directional Drill (over 50,000 ft. lbs. thrust); Kolman-type Loader (production type-Dirt); Lead Greaseman; Lighting & Traffic Signal Installation Equipment (includes all groups or classifications); Material Transfer Equipment (Shuttle Buggy) Asphalt; Pettibone-Rail Equipment; Power Grader; Power Scraper; Push Cat; Rotomill (all), Grinders & Planers of All types; Trench Machine (24" wide & under); and Vermeer type Concrete Saw.

GROUP 3 - A-Frame; Air Compressor on Tunnel Work (low pressure); Asphalt Plant Engineer; Bobcat-type and/or Skid Steer Loader with or without Attachments; Highway Drills (all types); Locomotive (narrow gauge); Material Hoist/Elevator; Mixer, Concrete (more than one bag capacity); Mixer, one bag capacity (Side Loader); Power Boiler (Over 15 lbs. Pressure) Pump Operator installing & operating Well Points; Pump (4" & over discharge); Railroad Tie Insertor/Remover; Roller, Asphalt; Rotovator (lime soil stabilizer); Switch & Tie Tampers (without lifting & aligning device); Utility Operator (Small equipment); and Welding Machines; Articulating/straight bed end dumps if assigned (minus \$4.00 per hour).

GROUP 4 - Backfiller; Ballast Re-locator; Bars, Joint & Mesh Installing Machine; Batch Plant; Boring Machine Operator (48" or less); Bull Floats; Burlap & Curing Machine; Concrete Plant (capacity 4 yd. & under); Concrete Saw (Multiple); Conveyor (Highway); Crusher; Deckhand; Farm-type Tractor with attachments (highway); Finishing Machine; Fireperson, Floating Equipment (all types); Fork Lift; Form Trencher; Hydro Hammer except masonry; Hydro Seeder; Pavement Breaker; Plant Mixer; Post Driver; Post Hole Digger (Power Auger); Power Brush Burner; Power Form Handling Equipment; Road Widening Trencher; Roller (Brick, Grade & Macadam); Self-Propelled Power Spreader; Self-Propelled Power Subgrader; Steam Fireperson; Tractor (Pulling Sheepfoot, Roller or Grader); and Vibratory Compactor with Integral Power.

GROUP 5 - Compressor (Portable, Sewer, Heavy & Highway); Drum Fireperson (Asphalt Plant); Generator; Masonary Forklift; Inboard-Outboard Motor Boat Launch; Oil Heater (asphalt plant); Oiler/Helper; Power Driven Heater; Power Sweeper & Scrubber; Pump (under 4" discharge); Signalperson; Tire Repairperson; VAC/ALLS; Cranes - Compact, track or rubber under 4,000 pound capacity; fueling and greasing; and Chainmen.

GROUP 6 - Master Mechanic & Boom from 150 to 180.

GROUP 7 - Boom from 180 and over.

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ENGI0066-023 06/01/2017

COLUMBIANA, MAHONING & TRUMBULL COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 1 - A & B.....	\$ 39.23	19.66
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 2 - A & B.....	\$ 38.90	19.66
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 3 - A & B.....	\$ 34.64	19.66
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 4 - A & B.....	\$ 30.70	19.66
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 5 - A & B.....	\$ 27.30	19.66
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 1 - C & D.....	\$ 35.96	19.66
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 2 - C & D.....	\$ 35.66	19.66
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 3 - C & D.....	\$ 31.76	19.66
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 4 - C & D.....	\$ 28.14	19.66
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 5 - C & D.....	\$ 25.03	19.66
ALL OTHER WORK		
GROUP 1.....	\$ 32.69	19.66
ALL OTHER WORK		
GROUP 2.....	\$ 32.42	19.66
ALL OTHER WORK		
GROUP 3.....	\$ 28.87	19.66
ALL OTHER WORK		
GROUP 4.....	\$ 25.58	19.66
ALL OTHER WORK		
GROUP 5.....	\$ 22.75	19.66

GROUP 1 - Rig, Pile Driver or Caisson Type; & Rig, Pile Hydraulic Unit Attached

GROUP 2 - Asphalt Heater Planer; Backfiller with Drag Attachment; Backhoe; Backhoe with Shear attached; Backhoe-Rear Pivotal Swing; Batch Plant-Central Mix Concrete; Batch Plant, Portable

concrete; Berm Builder-Automatic; Boat Derrick; Boat-Tug; Boring Machine Attached to Tractor; Bullclam; Bulldozer; C.M.I. Road Builder & Similar Type; Cable Placer & Layer; Carrier-Straddle; Carryall-Scraper or Scoop; Chicago Boom; Compactor with Blade Attached; Concrete Saw (Vermeer or similar type); Concrete Spreader Finisher; Combination, Bidwell Machine; Crane; Crane-Electric Overhead; Crane-Rough Terrain; Crane-Side Boom; Crane-Truck; Crane-Tower; Derrick-Boom; Derrick-Car; Digger-Wheel (Not trencher or road widener); Double Nine; Drag Line; Dredge; Drill-Kenny or Similar Type; Easy Pour Median Barrier Machine (or similar type); Electromatic; Frankie Pile; Gradall; Grader; Gurry; Self-Propelled; Heavy Equipment Robotics Operator/Mechanic; Hoist-Monorail; Hoist-Stationary & Mobile Tractor; Hoist, 2 or 3 drum; Horizontal Directional Drill Operator; Jackall; Jumbo Machine; Kocal & Kuhlman; Land-Seagoing Vehicle; Loader, Elevating; Loader, Front End; Loader, Skid Steer; Locomotive; Mechanic/Welder; Metro Chip Harvester with Boom; Mucking Machine; Paver-Asphalt Finishing Machine; Paver-Road Concrete; Paver-Slip Form (C.M.I. or similar); Place Crete Machine with Boom; Post Driver (Carrier mounted); Power Driven Hydraulic Pump & Jack (When used in Slip Form or Lift Slab Construction); Pump Crete Machine; Regulator-Ballast; Hydraulic Power Unit not attached to Rig for Pile Drillings; Rigs-Drilling; Roto Mill or similar Full Lane (8' Wide & Over); Roto Mill or similar type (Under 8'); Shovel; Slip Form Curb Machine; Speedwing; Spikemaster; Stonecrusher; Tie Puller & Loader; Tie Tamper; Tractor-Double Boom; Tractor with Attachments; Truck-Boom; Truck-Tire; Trench Machine; Tunnel Machine (Mark 21 Java or similar); & Whirley (or similar type)

GROUP 3 - Asphalt Plant; Bending Machine (Pipeline or similar type); Boring machine, Motor Driven; Chip Harvester without Boom; Cleaning Machine, Pipeline Type; Coating Machine, Pipeline Type; Compactor; Concrete Belt Placer; Concrete Finisher; Concrete Planer or Asphalt; Concrete Spreader; Elevator; Fork Lift (Home building only); Fork lift & Lulls; Fork Lift Walk Behind (Hoisting over 1 buck high); Form Line Machine; Grease Truck operator; Grout Pump; Gunnite Machine; Horizontal Directional Drill Locator; Single Drum Hoist with or without Tower; Huck Bolting Machine; Hydraulic Scaffold (Hoisting building materials); Paving Breaker (Self-propelled or Ridden); Pipe Dream; Pot Fireperson (Power Agitated); Refrigeration Plant; Road Widener; Roller; Sasgen Derrick; Seeding Machine; Soil Stabilizer (Pump type); Spray Cure Machine, Self-Propelled; Straw Blower Machine; Sub-Grader; Tube Finisher or Broom C.M.I. or similar type; & Tugger Hoist

GROUP 4 - Air Curtain Destructor & Similar Type; Batch Plant-Job Related; Boiler Operator; Compressor; Conveyor; Curb Builder, self-propelled; Drill Wagon; Generator Set; Generator-Steam; Heater-Portable Power; Hydraulic Manipulator Crane; Jack-Hydraulic Power driven;

Jack-Hydraulic (Railroad); Ladavator; Minor Machine  
Operator; Mixer-Concrete; Mulching Machine; Pin Puller;  
Power Broom; Pulverizer; Pump; Road Finishing Machine (Pull  
Type); Saw-Concrete-Self-Propelled (Highway Work); Signal  
Person; Spray Cure Machine-Motor Powered; Stump Cutter;  
Tractor; Trencher Form; Water Blaster; Steam Jenny;  
Syphon; Vibrator-Gasoline; & Welding Machine

GROUP 5 - Brakeperson; Fireperson; & Oiler

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**IRON0017-002 05/01/2023**

ASHTABULA (North of Route 6, starting at the Geauga County  
Line, proceeding east to State Route 45), CUYAHOGA, ERIE  
(Eastern 2/3), GEAUGA, HURON (East of a line drawn from the  
north border through Monroeville & Willard), LAKE, LORAIN,  
MEDINA (North of Old Rte. #224), PORTAGE (West of a line from  
Middlefield to Shalersville to Deerfield), and SUMMIT (North of  
Old Rte. #224, including city limits of Barberton) COUNTIES

	Rates	Fringes
IRONWORKER		
Ornamental, Reinforcing, & Structural.....	\$ 35.83	28.01

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**IRON0017-010 05/01/2023**

ASHTABULA (Eastern part from Lake Erie on the north to route  
#322 on the south to include Conneaut, Kingsville, Sheffield,  
Denmark, Dorset, Cherry Valley, Wayne, Monroe, Pierpont,  
Richmond, Andover & Williamsfield Townships)

	Rates	Fringes
IRONWORKER		
Structural, including metal building erection & Reinforcing.....	\$ 35.83	28.01

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IRON0044-001 06/01/2022

ADAMS (Western Part), BROWN, BUTLER (Southern Part), CLERMONT, CLINTON (South of a line drawn from Blanchester to Lynchburg), HAMILTON, HIGHLAND (Excluding eastern one-fifth & portion of county inside lines drawn from Marshall to Lynchburg from the northern county line through E. Monroe to Marshall) and WARREN (South of a line drawn from Blanchester through Morrow to the west county line) COUNTIES

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 32.37	22.30
Beyond 30-mile radius of Hamilton County Courthouse..	\$ 28.67	21.20
Up to & including 30-mile radius of Hamilton County Courthouse.....	\$ 27.60	20.70

IRON0044-002 06/01/2023

CLINTON (South of a line drawn from Blanchester to Lynchburg), HAMILTON, HIGHLAND (Excluding eastern one-fifth & portion of county inside lines drawn from Marshall to Lynchburg from the northern county line through E. Monroe to Marshall) & WARREN (South of a line drawn from Blanchester through Morrow to the west county line)

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 30.75	23.30
Ornamental; Structural.....	\$ 32.37	23.30

IRON0055-003 07/01/2023

CRAWFORD (Area Between lines drawn from where Hwy #598 & #30 meet through N. Liberty to the northern border & from said Hwy junction point due west to the border), DEFIANCE (S. of a line drawn from where Rte. #66 meets the northern line through Independence to the eastern county border), ERIE (Western 1/3), FULTON, HANCOCK, HARDIN (North of a line drawn from Maysville to a point 4 miles south of the northern line on the eastern line), HENRY, HURON (West of a line drawn from the northern border through Monroeville & Willard), LUCAS, OTTAWA, PUTNAM (East of a line drawn from the northern border down through Miller City to where #696 meets the southern border), SANDUSKY, SENECA, WILLIAMS (East of a line drawn from Pioneer through Stryker to the southern border), WOOD & WYANDOT (North of Rte. #30)

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 25.40	23.87
Flat Road Mesh.....	\$ 29.77	21.30
Tunnels & Caissons Under Pressure.....	\$ 29.77	21.30
All Other Work.....	\$ 34.25	28.20

IRON0147-002 06/01/2023

ALLEN (Northern half), DEFIANCE (Northern part, excluding south of a line drawn from where Rte. #66 meets the northern line through Independence to the eastern county border), MERCER (Northern half), PAULDING, PUTNAM (Western part, excluding east of a line drawn from the northern border down through Miller City to where #696 meets the southern border), VAN WERT, and WILLIAMS (Western part, excluding east of a line drawn from Pioneer through Stryker to the southern border) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 33.00	25.59

IRON0172-002 06/01/2023

CHAMPAIGN (Eastern one-third), CLARK (Eastern one-fourth), COSHOCTON (West of a line beginning at the northwestern county line going through Walhonding & Tunnel Hill to the southern county line), CRAWFORD (South of Rte. #30), DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, HARDIN (Excluding a line drawn from Roundhead to Maysville), HIGHLAND (Eastern one-fifth), HOCKING, JACKSON (Northern half), KNOX, LICKING, LOGAN (Eastern one-third), MADISON, MARION, MORROW, MUSKINGUM (West of a line starting at Adams Mill going to Adamsville & going from Adamsville through Blue Rock to the southern border), PERRY, PICKAWAY, PIKE (Northern half), ROSS, UNION, VINTON and WYANDOT (South of Rte. #30) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 34.07	22.55
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IRON0207-004 06/01/2023

ASHTABULA (Southern part starting at the Geauga County line), COLUMBIANA (E. of a line from Damascus to Highlandtown), MAHONING (N. of Old Route #224), PORTAGE (E. of a line from Middlefield to Shalersville to Deerfield) & TRUMBULL

	Rates	Fringes
IRONWORKER		
Layout; Sheeter.....	\$ 34.00	27.16
Ornamental; Reinforcing;		
Structural.....	\$ 33.00	27.16
Ornamental; Reinforcing.....	\$ 28.92	25.61
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IRON0290-002 06/01/2023

ALLEN (Southern half), AUGLAIZE, BUTLER (North of a line drawn from east to the west county line going through Oxford, Darrtown & Woodsdale), CHAMPAIGN (Excluding east of a line drawn from Catawla to the point where #68 intersects the northern county line), CLARK (Western two-thirds), CLINTON (Excluding south of a line drawn from Blanchester to Lynchburg), DARKE, GREENE, HIGHLAND (Inside lines drawn from Marshall to Lynchburg & from the northern county line through East Monroe to Marshall), LOGAN (West of a line drawn from West Liberty to where the northern county line meets the western county line of Hardin), MERCER (Southern half), MIAMI, MONTGOMERY, PREBLE, SHELBY & WARREN (Excluding south of a line drawn from Blanchester through Morrow to the western county line) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 32.69	24.05
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IRON0549-003 12/01/2022

BELMONT, GUERNSEY, HARRISON, JEFFERSON, MONROE & MUSKINGUM (Excluding portion west of a line starting at Adams Mill going to Adamsville and going from Adamsville through Blue Rock to the south border)

	Rates	Fringes
IRONWORKER.....	\$ 35.19	25.66
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IRON0550-004 05/01/2023

ASHLAND, CARROLL, COLUMBIANA (W. of a line from Damascus to Highlandtown), COSHOCTON (E. of a line beginning at NW Co. line going through Walhonding & Tunnel Hill to the South Co. line), HOLMES, HURON (S. of Old Rte. #224), MAHONING (S. of Old Rte. #224), MEDINA (S. of Old Rte. #224), PORTAGE (S. of Old Rte. #224), RICHLAND, STARK, SUMMIT (S. of Old Rte. #224, Excluding city limits of Barberton), TUSCARAWAS, & WAYNE

	Rates	Fringes
Ironworkers:Structural, Ornamental and Reinforcing.....	\$ 33.00	22.27
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**IRON0769-004** 06/01/2023

ADAMS (Eastern Half), GALLIA, JACKSON (Southern Half), LAWRENCE  
& SCIOTO

	Rates	Fringes
IRONWORKER.....	\$ 36.16	28.34
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**IRON0787-003** 12/01/2023

ATHENS, MEIGS, MORGAN, NOBLE, and WASHINGTON COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 33.30	23.95
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LABO0265-008 05/01/2023

	Rates	Fringes
LABORER		
ASHTABULA, ERIE, HURON, LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PORTAGE, SANDUSKY, STARK, SUMMIT, TRUMBULL & WOOD COUNTIES		
GROUP 1.....	\$ 35.05	13.70
GROUP 2.....	\$ 35.22	13.70
GROUP 3.....	\$ 35.55	13.70
GROUP 4.....	\$ 36.00	13.70
CUYAHOGA AND GEAUGA COUNTIES ONLY: SEWAGE PLANTS, WASTE PLANTS, WATER TREATMENT FACILITIES, PUMPING STATIONS, & ETHANOL PLANTS CONSTRUCTION.....		
	\$ 37.66	13.70
CUYAHOGA, GEAUGA & LAKE COUNTIES		
GROUP 1.....	\$ 36.28	13.70
GROUP 2.....	\$ 36.45	13.70
GROUP 3.....	\$ 36.78	13.70
GROUP 4.....	\$ 37.23	13.70
REMAINING COUNTIES OF OHIO		
GROUP 1.....	\$ 34.62	13.70
GROUP 2.....	\$ 34.79	13.70
GROUP 3.....	\$ 35.12	13.70
GROUP 4.....	\$ 35.57	13.70

LABORER CLASSIFICATIONS

GROUP 1 - Asphalt Laborer; Carpenter Tender; Concrete Curing Applicator; Dump Man (Batch Truck); Guardrail and Fence Installer; Joint Setter; Laborer (Construction); Landscape Laborer; Mesh Handlers & Placer; Right-of-way Laborer; Riprap Laborer & Grouter; Scaffold Erector; Seal Coating; Surface Treatment or Road Mix Laborer; Sign Installer; Slurry Seal; Utility Man; Bridge Man; Handyman; Waterproofing Laborer; Flagperson; Hazardous Waste (level D); Diver Tender; Zone Person & Traffic Control

GROUP 2 - Asphalt Raker; Concrete Puddler; Kettle Man Pipeline); Machine Driven Tools (Gas, Electric, Air); Mason Tender; Brick Paver; Mortar Mixer; Power Buggy or Power Wheelbarrow; Paint Striper; Sheeting & Shoring Man; Surface Grinder Man; Plastic Fusing Machine Operator; Pug Mill Operator; & Vacuum Devices (wet or dry); Rodding Machine Operator; Diver; Screwman or Paver; Screed Person; Water Blast, Hand Held Wand; Pumps 4" & Under (Gas, Air or Electric) & Hazardous Waste (level C); Air Track and Wagon Drill; Bottom Person; Cofferdam (below 25 ft. deep);

Concrete Saw Person; Cutting with Burning Torch; Form  
Setter; Hand Spiker (Railroad); Pipelayer; Tunnel Laborer  
(without air) & Caisson; Underground Person (working in  
Sewer and Waterline, Cleaning, Repairing & Reconditioning);  
Sandblaster Nozzle Person; & Hazardous Waste (level B)

GROUP 3 - Blaster; Mucker; Powder Person; Top Lander;  
Wrencher (Mechanical Joints & Utility Pipeline); Yarner;  
Hazardous Waste (level A); Concrete Specialist; Concrete  
Crew in Tunnels (With Air-pressurized - \$1.00 premium);  
Curb Setter & Cutter; Grade Checker; Utility Pipeline  
Tapper; Waterline; and Caulker

GROUP 4 - Miner (With Air-pressurized - \$1.00 premium); &  
Gunitite Nozzle Person

TUNNEL LABORER WITH AIR-PRESSURIZED ADD \$1.00 TO BASE RATE

SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID  
THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING.

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PAIN0006-002 05/01/2023

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, PORTAGE (N. of the East-West Turnpike) & SUMMIT (N. of the East-West Turnpike)

	Rates	Fringes
PAINTER		
COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS		
GROUP 1.....	\$ 30.75	18.95
GROUP 2.....	\$ 31.15	18.95
GROUP 3.....	\$ 31.45	18.95
GROUP 4.....	\$ 37.01	18.95
COMMERCIAL REPAINT		
GROUP 1.....	\$ 29.25	18.95
GROUP 2.....	\$ 29.65	18.95
GROUP 3.....	\$ 29.95	18.95
PAINTER CLASSIFICATIONS - COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS		
GROUP 1 - Brush; & Roller		
GROUP 2 - Sandblasting & Buffing		
GROUP 3 - Spray Painting; Closed Steel Above 55 feet; Bridges & Open Structural Steel; Tanks - Water Towers; Bridge Painters; Bridge Riggers; Containment Builders		
GROUP 4 - Bridge Blaster		
PAINTER CLASSIFICATIONS - COMMERCIAL REPAINT		
GROUP 1 - Brush; & Roller		
GROUP 2 - Sandblasting & Buffing		
GROUP 3 - Spray Painting		
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PAIN0007-002 07/01/2023

FULTON, HENRY, LUCAS, OTTAWA (Excluding Allen, Bay, Bono, Catawba Island, Clay Center, Curtice, Danbury, Eagle Beach, Elliston, Elmore, Erie, Fishback, Gem Beach & Genova) & WOOD

	Rates	Fringes
PAINTER		
NEW COMMERCIAL WORK		
GROUP 1.....	\$ 28.59	20.04
GROUP 2.....	\$ 29.59	20.04
GROUP 3.....	\$ 29.59	20.04
GROUP 4.....	\$ 29.59	20.04
GROUP 5.....	\$ 29.59	20.04
GROUP 6.....	\$ 29.59	20.04
GROUP 7.....	\$ 29.59	20.04
GROUP 8.....	\$ 29.59	20.04
GROUP 9.....	\$ 29.59	20.04
REPAINT IS 90% OF JR		
PAINTER CLASSIFICATIONS		
GROUP 1 - Brush; Spray & Sandblasting Pot Tender		
GROUP 2 - Refineries & Refinery Tanks; Surfaces 30 ft. or over where material is applied to or labor performed on above ground level (exterior), floor level (interior)		
GROUP 3 - Swing Stage & Chair		
GROUP 4 - Lead Abatement		
GROUP 5 - All Methods of Spray		
GROUP 6 - Solvent-Based Catalized Epoxy Materials of 2 or More Component Materials, to include Solvent-Based Conversion Varnish (excluding water based)		
GROUP 7 - Spray Solvent Based Material; Sand & Abrasive Blasting		
GROUP 8 - Towers; Tanks; Bridges; Stacks Over 30 Feet		
GROUP 9 - Epoxy Spray (excluding water based)		
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PAIN0012-008 05/01/2019

BUTLER COUNTY

	Rates	Fringes
PAINTER		
GROUP 1.....	\$ 21.95	10.20
GROUP 2.....	\$ 25.30	10.20
GROUP 3.....	\$ 25.80	10.20
GROUP 4.....	\$ 26.05	10.20
GROUP 5.....	\$ 26.30	10.20

PAINTER CLASSIFICATIONS

GROUP 1: Bridge Equipment Tender; Bridge/Containment Builder

GROUP 2: Brush & Roller

GROUP 3: Spray

GROUP 4: Sandblasting; & Waterblasting

GROUP 5: Elevated Tanks; Steeplejack Work; Bridge; & Lead  
Abatement

PAIN0012-010 05/01/2019

BROWN, CLERMONT, CLINTON, HAMILTON & WARREN

	Rates	Fringes
PAINTER		
HEAVY & HIGHWAY BRIDGES- GUARDRAILS-LIGHTPOLES- STRIPING		
Bridge Equipment Tender and Containment Builder....	\$ 21.95	10.20
Bridges when highest point of clearance is 60 feet or more; & Lead Abatement Projects.....	\$ 26.30	10.20
Brush & Roller.....	\$ 25.30	10.20
Sandblasting & Hopper Tender; Water Blasting.....	\$ 26.05	10.20
Spray.....	\$ 25.80	10.20

**PAIN0093-001 12/01/2022**

ATHENS, GUERNSEY, HOCKING, MONROE, MORGAN, NOBLE and  
WASHINGTON COUNTIES

	Rates	Fringes
PAINTER		
Bridges; Locks; Dams;		
Tension Towers; &		
Energized Substations.....	\$ 34.81	22.47
Power Generating Facilities..	\$ 31.66	22.47

**PAIN0249-002 05/01/2023**

CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE

	Rates	Fringes
PAINTER		
GROUP 1 - Brush & Roller....	\$ 26.23	12.56
GROUP 2 - Swing, Scaffold		
Bridges; Structural Steel;		
Open Acid Tank; High		
Tension Electrical		
Equipment; & Hot Pipes.....	\$ 26.23	12.56
GROUP 3 - Spray;		
Sandblast; Steamclean;		
Lead Abatement.....	\$ 26.98	12.56
GROUP 4 - Steeplejack Work..	\$ 27.18	12.56
GROUP 5 - Coal Tar.....	\$ 27.73	12.56
GROUP 6 - Bridge Equipment		
Tender & or Containment		
Builder.....	\$ 34.94	12.56
GROUP 7 - Tanks, Stacks &		
Towers.....	\$ 29.87	12.56
GROUP 8 - Bridge Blaster,		
Rigger.....	\$ 37.94	12.56

**PAIN0356-002 09/01/2009**

KNOX, LICKING, MUSKINGUM, and PERRY

	Rates	Fringes
PAINTER		
Bridge Equipment Tenders and Containment Builders....	\$ 27.93	7.25
Bridges; Blasters; and Riggers.....	\$ 34.60	7.25
Brush and Roller.....	\$ 20.93	7.25
Sandblasting; Steam Cleaning; Waterblasting; and Hazardous Work.....	\$ 25.82	7.25
Spray.....	\$ 21.40	7.25
Structural Steel and Swing Stage.....	\$ 25.42	7.25
Tanks; Stacks; and Towers...	\$ 28.63	7.25
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**PAIN0438-002 12/01/2021**

BELMONT, HARRISON and JEFFERSON COUNTIES

	Rates	Fringes
PAINTER		
Bridges, Locks, Dams, Tension Towers & Energized Substations.....	\$ 34.44	18.19
Power Generating Facilities.	\$ 32.29	18.19
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PAIN0476-001 06/01/2023

COLUMBIANA, MAHONING, and TRUMBULL COUNITES

	Rates	Fringes
PAINTER		
GROUP 1.....	\$ 27.49	17.06
GROUP 2.....	\$ 34.12	17.06
GROUP 3.....	\$ 27.70	17.06
GROUP 4.....	\$ 27.99	17.06
GROUP 5.....	\$ 28.14	17.06
GROUP 6.....	\$ 28.39	17.06
GROUP 7.....	\$ 29.49	17.06
PAINTER CLASSIFICATIONS:		
GROUP 1: Painters, Brush & Roller		
GROUP 2: Bridges		
GROUP 3: Structural Steel		
GROUP 4: Spray, Except Bar Joist/Deck		
GROUP 5: Epoxy/Mastic; Spray- Bar Joist/Deck; Working Above 50 Feet; and Swingstages		
GROUP 6: Tanks; Sandblasting		
GROUP 7: Towers; Stacks		
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PAIN0555-002 06/01/2021

ADAMS, HIGHLAND, JACKSON, PIKE & SCIOTO

	Rates	Fringes
PAINTER		
GROUP 1.....	\$ 31.95	17.05
GROUP 2.....	\$ 33.47	17.05
GROUP 3.....	\$ 34.99	17.05
GROUP 4.....	\$ 37.97	17.05

PAINTER CLASSIFICATIONS

GROUP 1 - Containment Builder

GROUP 2 - Brush; Roller; Power Tools, Under 40 feet

GROUP 3 - Sand Blasting; Spray; Steam Cleaning; Pressure Washing; Epoxy & Two Component Materials; Lead Abatement; Hazardous Waste; Toxic Materials; Bulk & Storage Tanks of 25,000 Gallon Capacity or More; Elevated Tanks

GROUP 4 - Stacks; Bridges

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PAIN0639-001 05/01/2011

	Rates	Fringes
Sign Painter & Erector.....	\$ 20.61	3.50+a+b+c

FOOTNOTES: a. 7 Paid Holidays: New Year's Day; Memorial Day; July 4th; Labor Day; Thanksgiving Day; Christmas Day & 1 Floating Day  
b. Vacation Pay: After 1 year's service - 5 days' paid vacation; After 2, but less than 10 years' service - 10 days' paid vacation; After 10, but less than 20 years' service - 15 days' paid vacation; After 20 years' service - 20 days' paid vacation  
c. Funeral leave up to 3 days maximum paid leave for death of mother, father, brother, sister, spouse, child, mother-in-law, father-in-law, grandparent and inlaw provided employee attends funeral

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**PAIN0788-002 06/01/2023**

ASHLAND, CRAWFORD, ERIE, HANCOCK, HURON, MARION, MORROW, OTTAWA  
(Allen, Bay, Bono, Catawba Island, Clay Center, Curtice,  
Danbury, Eagle Beach, Elliston, Elmore, Erie, Fishback, Gem  
Beach & Genoa), RICHLAND, SANDUSKY, SENECA & WYANDOT

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 25.78	17.12
Structural Steel.....	\$ 27.38	17.12

WINTER REPAINT: Between December 1 to March 31 - 90%JR

\$ .50 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE  
CLASSIFICATION OF WORK:

While working swingstage, boatswain chair, needle beam and  
horizontal cable. While operating sprayguns, sandblasting,  
cobblasting and high pressure waterblasting (4000psi).

\$1.00 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE  
CLASSIFICATION OF WORK:

For the application of catalized epoxy, including latex epoxy  
that is deemed hazardous, lead abatement, or for work or  
material where special precautions beyond normal work  
duties must be taken. For working on stacks, tanks, and  
towers over 40 feet in height.

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**PAIN0813-005 12/01/2008**

GALLIA, LAWRENCE, MEIGS & VINTON

	Rates	Fringes
PAINTER		
Base Rate.....	\$ 24.83	10.00
Bridges, Locks, Dams & Tension Towers.....	\$ 27.83	10.00

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**PAIN0841-001 06/01/2023**

MEDINA, PORTAGE (South of and including Ohio Turnpike), and  
SUMMIT (South of and including Ohio Turnpike) COUNTIES

	Rates	Fringes
Painters:		
GROUP 1.....	\$ 30.18	15.50
GROUP 2.....	\$ 30.83	15.50
GROUP 3.....	\$ 30.93	15.50
GROUP 4.....	\$ 31.03	15.50
GROUP 5.....	\$ 31.43	15.50
GROUP 6.....	\$ 39.20	11.75
GROUP 7.....	\$ 31.68	15.50

PAINTER CLASSIFICATIONS:

- GROUP 1 - Brush, Roller & Paperhanger
- GROUP 2 - Epoxy Application
- GROUP 3 - Swing Scaffold, Bosum Chair, & Window Jack
- GROUP 4 - Spray Gun Operator of Any & All Coatings
- GROUP 5 - Sandblast, Painting of Standpipes, etc. from  
Scaffolds, Bridge Work and/or Open Structural Steel,  
Standpipes and/or Water Towers
- GROUP 6 - Public & Commerce Transportation, Steel or  
Galvanized, Bridges, Tunnels & Related Support Items  
(concrete)
- GROUP 7 - Synthetic Exterior, Drywall Finisher and/or Taper,  
Drywall Finisher and Follow-up Man Using Automatic Tools

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**PAIN0841-002 06/01/2022**

CARROLL, COSHOCTON, HOLMES, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
PAINTER		
Bridges; Towers, Poles & Stacks; Sandblasting Steel; Structural Steel & Metalizing.....	\$ 23.50	15.45
Brush & Roller.....	\$ 28.18	15.45
Spray; Tank Interior & Exterior.....	\$ 23.50	15.45

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**PAIN1020-002 07/01/2023**

ALLEN, AUGLAIZE, CHAMPAIGN, DEFIANCE, HARDIN, LOGAN, MERCER,  
PAULDING, PUTNAM, SHELBY, VAN WERT, and WILLIAMS COUNTIES

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 26.64	15.56
Drywall Finishing & Taping..	\$ 27.39	15.56
Lead Abatement.....	\$ 28.39	15.56
Spray, Sandblasting Pressure Cleaning, & Refinery.....	\$ 27.39	15.56
Swing Stage, Chair, Spiders, & Cherry Pickers...	\$ 26.89	15.56
Wallcoverings.....	\$ 27.39	15.56
All surfaces 40 ft. or over where material is applied to or labor performed on, above ground level (exterior), floor level (interior) - \$.50 premium		

Applying Coal Tar Products - \$1.00 premium

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**PAIN1275-002 05/01/2023**

DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, MADISON, PICKAWAY, ROSS  
& UNION

	Rates	Fringes
PAINTER		
Bridges.....	\$ 35.57	14.25
Brush; Roller.....	\$ 29.96	14.25
Sandblasting; Steamcleaning; Waterblasting (3500 PSI or Over)& Hazardous Work.....	\$ 30.66	14.25
Spray.....	\$ 30.46	14.25
Stacks; Tanks; & Towers.....	\$ 32.77	14.25
Structural Steel & Swing Stage.....	\$ 28.81	14.25

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**PLAS0109-001 05/01/2023**

MEDINA, PORTAGE, STARK, and SUMMIT COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 33.74	19.02

PLAS0109-003 05/01/2023

CARROLL, HOLMES, TUSCARAWAS, and WAYNE COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 33.74	19.02
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PLAS0132-002 07/01/2023

BROWN, BUTLER, CLERMONT, HAMILTON, HIGHLAND, WARREN COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 28.40	16.24
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PLAS0404-002 05/01/2018

ASHTABULA, CUYAHOGA, GEAUGA, AND LAKE COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 29.63	17.11
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PLAS0404-003 05/01/2018

LORAIN COUNTY

	Rates	Fringes
PLASTERER.....	\$ 28.86	17.11
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PLAS0526-022 05/01/2018

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 28.86	17.11
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PLAS0526-023 05/01/2018

BELMONT, HARRISON, and JEFFERSON COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 28.21	17.11
-----		

**PLAS0886-001 05/01/2023**

FULTON, HANCOCK, HENRY, LUCAS, PUTNAM, and WOOD COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 33.74	18.95
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**PLAS0886-003 05/01/2023**

DEFIANCE, ERIE, HURON, OTTAWA, PAULDING, SANDUSKY, and SENECA COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 33.74	18.95
-----		

**PLAS0886-004 05/01/2023**

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, and VAN WERT COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 33.74	18.95
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**PLUM0042-002 07/01/2023**

ASHLAND, CRAWFORD, ERIE, HURON, KNOX, LORAIN, MORROW, RICHLAND & WYANDOT

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 37.62	25.47
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**PLUM0050-002 07/03/2023**

DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 47.15	24.21
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**PLUM0055-003 05/01/2023**

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, MEDINA (N. of Rte. #18 & Smith Road) & SUMMIT (N. of Rte. #303, including the corporate limits of the city of Hudson)

	Rates	Fringes
PLUMBER.....	\$ 41.11	29.88

**PLUM0083-001 07/01/2017**

BELMONT & MONROE (North of Rte. #78)

	Rates	Fringes
Plumber and Steamfitter.....	\$ 32.16	31.51

**PLUM0094-002 05/01/2023**

CARROLL (Northen Half), STARK, and WAYNE COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 38.03	23.09

**PLUM0120-002 05/01/2023**

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN (the C.E.I. Power House in Avon Lake), MEDINA (N. of Rte. #18) & SUMMIT (N. of #303)

	Rates	Fringes
PIPEFITTER.....	\$ 45.62	27.30

**PLUM0162-002 06/01/2022**

CHAMPAIGN, CLARK, CLINTON, DARKE, FAYETTE, GREENE, MIAMI, MONTGOMERY & PREBLE

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 36.47	26.80

**PLUM0168-002 06/01/2023**

MEIGS, MONROE (South of Rte. #78), MORGAN (South of Rte. #78)  
& WASHINGTON

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 38.95	34.97
-----		

**PLUM0189-002 06/01/2022**

DELAWARE, FAIRFIELD, FRANKLIN, HOCKING, LICKING, MADISON,  
MARION, PERRY, PICKAWAY, ROSS & UNION

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 43.25	26.94
-----		

**PLUM0219-002 06/01/2023**

MEDINA (Rte. #18 from eastern edge of Medina Co., west to  
eastern corporate limits of the city of Medina, & on the county  
road from the west corporate limits of Medina running due west  
to and through community of Risley to the western edge of  
Medina County - All territory south of this line), PORTAGE, and  
SUMMIT (S. of Rte. #303) COUNTIES

	Rates	Fringes
Plumber and Steamfitter.....	\$ 43.22	27.29
-----		

**PLUM0392-002 06/01/2023**

BROWN, BUTLER, CLERMONT, HAMILTON & WARREN

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 38.62	25.83
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**PLUM0396-001 06/01/2023**

COLUMBIANA (Excluding Washington & Yellow Creek Townships &  
Liverpool Twp. - Secs. 35 & 36 - West of County Road #427),  
MAHONING and TRUMBULL COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 37.10	28.51
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**PLUM0495-002 06/01/2023**

CARROLL (Rose, Monroe, Union, Lee, Orange, Perry & Loudon Townships), COLUMBIANA (Washington & Yellow Creek Townships & Liverpool Township, Secs. 35 & 36, West of County Rd. #427), COSHOCTON, GUERNSEY, HARRISON, HOLMES, JEFFERSON, MORGAN (South to State Rte. #78 & from McConnelsville west on State Rte. #37 to the Perry County line), MUSKINGUM, NOBLE, and TUSCARAWAS COUNTIES

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 32.23	35.40

**PLUM0577-002 06/01/2023**

ADAMS, ATHENS, GALLIA, HIGHLAND, JACKSON, LAWRENCE, PIKE, SCIOTO & VINTON

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 39.98	26.48

**PLUM0776-002 07/01/2023**

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, SHELBY and VAN WERT COUNTIES

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 40.07	28.95

TEAM0377-003 05/01/2023

STATEWIDE, EXCEPT CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 31.49	16.40
GROUP 2.....	\$ 31.91	16.40

TRUCK DRIVER CLASSIFICATIONS

- GROUP 1 - Asphalt Distributor; Batch; 4- Wheel Service;  
4-Wheel Dump; Oil Distributor & Tandem
- GROUP 2 - Tractor-Trailer Combination: Fuel; Pole Trailer;  
Ready Mix; Semi-Tractor; & Asphalt Oil Spraybar Man When  
Operated From Cab; 5 Axles & Over; Belly Dump; End Dump;  
Articulated Dump; Heavy Duty Equipment; Low Boy; & Truck  
Mechanic

TEAM0436-002 05/01/2023

CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 31.00	18.95
GROUP 2.....	\$ 32.50	18.95

GROUP 1: Straight & Dump, Straight Fuel

- GROUP 2: Semi Fuel, Semi Tractor, Euclids, Darts, Tank,  
Asphalt Spreaders, Low Boys, Carry-All, Tourna-Rockers,  
Hi-Lifts, Extra Long Trailers, Semi-Pole Trailers, Double  
Hook-Up Tractor Trailers including Team Track & Railroad  
Siding, Semi-Tractor & Tri-Axle Trailer, Tandem Tractor &  
Tandem Trailer, Tag Along Trailer, Expandable Trailer or  
Towing Requiring Road Permits, Ready-Mix (Agitator or  
Non-Agitator), Bulk Concrete Driver, Dry Batch Truck,  
Articulated End Dump

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

\*\* Workers in this classification may be entitled to a higher  
minimum wage under Executive Order 14026 (\$17.20) or 13658  
(\$12.90). Please see the Note at the top of the wage  
determination for more information. Please also note that the

minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

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

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

#### Union Rate Identifiers

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

2014.

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter

\* a conformance (additional classification and rate) ruling

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION  
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY  
(Executive Order 11246)**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

GOALS FOR MINORITY PARTICIPATION IN EACH TRADE	GOALS FOR FEMALE PARTICIPATION IN EACH TRADE
11.2%	6.9%

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

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

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

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

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is Jefferson County.
- (Revised: 1/1/2023)

## **PART IV**

## **INSURANCE**

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

**PART V**

**BID ITEMS**

242974

PROPOSAL BID ITEMS

Report Date 12/21/23

Page 1 of 2

Section: 0001 - TRAFFIC CONTROL

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	02003		RELOCATE TEMP CONC BARRIER	2,920.00	LF		\$	
0020	02650		MAINTAIN & CONTROL TRAFFIC	1.00	LS		\$	
0030	02671		PORTABLE CHANGEABLE MESSAGE SIGN	3.00	EACH		\$	
0040	03171		CONCRETE BARRIER WALL TYPE 9T	2,920.00	LF		\$	
0050	25075EC		QUEUE PROTECTION VEHICLE	560.00	HOURL		\$	
0060	25117EC		FURNISH QUEUE PROTECTION VEHICLES	5.00	MONT		\$	
0070	26136EC		PORTABLE QUEUE WARNING ALERT SYSTEM	5.00	MONT		\$	
0080	26137EC		QUEUE WARNING PCMS	15.00	MONT		\$	
0090	26138EC		QUEUE WARNING PORTABLE RADAR SENSORS	15.00	MONT		\$	

Section: 0002 - BRIDGES

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0100	23171EC		CONCRETE REPAIR MASONRY PLATE - PIER 6L DS	1.00	LS		\$	
0110	23298EC		STEEL REPAIR TRUSS PIN REPLACEMENT - PIER 1L DS	1.00	LS		\$	
0120	23298EC		STEEL REPAIR TRUSS PIN REPLACEMENT - PIER 1L US	1.00	LS		\$	
0130	23298EC		STEEL REPAIR TRUSS PIN REPLACEMENT - PIER 6L DS	1.00	LS		\$	
0140	23298EC		STEEL REPAIR TRUSS PIN REPLACEMENT - PIER 6L US	1.00	LS		\$	
0150	24430EC		REM AND REPLACE FINGER EXPANSION JOINT JOINT L0	1.00	EACH		\$	
0160	24430EC		REM AND REPLACE FINGER EXPANSION JOINT JOINT L0'	1.00	EACH		\$	
0170	24430EC		REM AND REPLACE FINGER EXPANSION JOINT JOINT L23	1.00	EACH		\$	
0180	24430EC		REM AND REPLACE FINGER EXPANSION JOINT JOINT L23'	1.00	EACH		\$	
0190	24879EC		STEEL REPAIR CORING TYPICAL	31.00	EACH		\$	
0200	24879EC		STEEL REPAIR CORING W/BARRIER REMOVAL	2.00	EACH		\$	
0210	24879EC		STEEL REPAIR GRINDING	1.00	EACH		\$	
0220	24879EC		STEEL REPAIR M11	1.00	EACH		\$	
0230	24879EC		STEEL REPAIR U27	1.00	EACH		\$	
0240	24879EC		STEEL REPAIR U28	1.00	EACH		\$	
0250	24879EC		STEEL REPAIR U63	1.00	EACH		\$	

Section: 0003 - MOBILIZATION/DEMOBILIZATION

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0260	02568		MOBILIZATION	1.00	LS		\$	
0270	02569		DEMOBILIZATION	1.00	LS		\$	